City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
JANUARY 8, 2024
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Becky Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
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.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SONG PERFORMANCE BY KAYLEIGH KIVETT

PROCLAMATIONS

2. MARTIN LUTHER KING JR. DAY (JANUARY 15)

3. ARBOR DAY (JANUARY 19)

4. 75TH ANNIVERSARY OF THE HALAPATIOKEE CHAPTER OF DAUGHTERS OF THE AMERICAN REVOLUTION (JANUARY 20)

5. LITERACY WEEK (JANUARY 22-26)

PRESENTATIONS

6. JANUARY SERVICE AWARDS

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

7. APPROVAL OF 12/11/2023 CCM MINUTES (RC)

8. AWARD OF RFP# 2023-207: TEMPORARY PERSONNEL SERVICES (RC):

RESOLUTION No. 01-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2023-207, TEMPORARY PERSONNEL SERVICES TO THE FOUR TOP RANKED FIRMS; EXPRESS EMPLOYMENT PROFESSIONALS OF PORT SAINT LUCIE, FLORIDA, MANPOWER OF STUART, FLORIDA, BLUE ARBOR, INC., OF PLANTATION, FLORIDA, AND TMDA, LLC OF ST. PETERSBURG, FL ON AN AS NEEDED BASIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. FACSIMILE SIGNATURE BANK (RC):

RESOLUTION No. 02-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. BA #5 FOR A DONATION TOWARDS THE BASEBALL BACKSTOP AT GUY DAVIS PARK (RC):

RESOLUTION No. 05-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FISCAL

YEAR 2023-2024 OPERATING BUDGET; ACCEPTING A CONTRIBUTION OF FUNDS FROM M.E.'s TEAM, A 501(c)3 NON-PROFIT ORGANIZATION FOR THE PURPOSE OF REPLACING THE BACKSTOP WITHIN THE BASEBALL FIELD AT GUY DAVIS PARK; AUTHORIZING THE EXPENDITURE OF DONATED FUNDS TOWARDS REPLACING THE BASEBALL FIELD BACKSTOP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. DEPARTMENT OF HEALTH EMERGENCY SERVICES PROGRAM GRANT (RC):

RESOLUTION No. 06-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES PROGRAM GRANT TO ACQUIRE EMERGENCY MEDICAL EQUIPMENT; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. CREEKSIDE HOTEL - MAJOR URBAN CODE CONDITIONAL USE & MAJOR DEVELOPMENT PLAN APPROVAL (QJ)(RC):

RESOLUTION No. 04-2024; REQUESTING APPROVAL OF A MAJOR DEVELOPMENT PLAN TO CONSTRUCT A 53,600 SQUARE FOOT FOUR-STORY HOTEL (W/ 102-BEDS) AND A DETACHED 5,000 SQUARE FOOT ONE-STORY BUILDING FOR FUTURE RETAIL AND/OR RESTAURANT USE(S), AND CONCURRENT APPROVAL FOR A MAJOR URBAN CODE CONDITIONAL USE TO PROVIDE RELIEF FROM LAND DEVELOPMENT CODE SECTION 6.01.11(B) - LOCATION OF REQUIRED PARKING SPACES, SECTION 3.04.04(C) - BUILDING HEIGHT, AND SECTION 3.04.06(E)(5) - THOROUGHFARE ELEMENTS.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

13. HCA FREESTANDING EMERGENCY ROOM - MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT & SITE PLAN (QJ)(RC):

ORDINANCE No. 2526-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT;

AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

14. **APPLICANT REQUESTED A SECOND CONTINUANCE TO A DATE CERTAIN OF 01/22/2024 CCM:**
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN 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 OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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.

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: 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.

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.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
ARTS MOMENT - SONG PERFORMANCE BY KAYLEIGH KIVETT

Summary Explanation/Background Information on Agenda Request:
ARTS MOMENT - TBD

Funding Source:
N/A

Recommended Action:
Enjoy!

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
MARTIN LUTHER KING JR. DAY (JANUARY 15)

Summary Explanation/Background Information on Agenda Request:
Martin Luther King Jr Day is a federal holiday in the United States that takes place on the third Monday in January. It honors the life and legacy of civil rights leader Martin Luther King Jr. Each year, the celebration takes place on the Monday closest to his birthday, which is on January 15.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. MLK Day_Jan 2024

PROCLAMATION

REVEREND MARTIN LUTHER KING, JR. DAY CELEBRATION
JANUARY 15, 2024

WHEREAS, Reverend Dr. Martin Luther King, Jr. believed that a person's worth should not be measured by color, culture, or class; but rather by their commitment to creating a better life for all in a beloved community; and

WHEREAS, Reverend Dr. Martin Luther King, Jr. was a visionary whose courage and determination to balance the scales of social justice changed the world forever; and

WHEREAS, The Reverend Dr. Martin Luther King, Jr. Day, is the only Federal Holiday designated as a National Day of Service to encourage all Americans to volunteer to improve their Community and to reflect on Reverend Dr. Martin Luther King, Jr.'s legacy; and

WHEREAS, For the 16th year, the City of Stuart has joined with The Afro American Citizens of East Stuart Inc. and other civic groups throughout Martin County to host a day of community unity and partnership, honoring the legacy of Reverend Dr. Martin Luther King, Jr. in Stuart/Martin County.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby proclaim January 15, 2024 as:

REVEREND MARTIN LUTHER KING, JR. DAY CELEBRATION

All residents are encouraged to participate in community service and activities honoring his Legacy through Action.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 8th day of January, 2024.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
ARBOR DAY (JANUARY 19)

Summary Explanation/Background Information on Agenda Request:
151 years ago Arbor Day was first observed in 1872 in Nebraska and is now observed throughout the nation and the world. The City of Stuart is one of 164 Florida cities that have been recognized as a Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Funding Source:
NA

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Arbor Day_Jan 2024

PROCLAMATION

ARBOR DAY IN THE CITY OF STUART
JANUARY 19, 2024

WHEREAS, 151 years ago Arbor Day was first observed in 1872 in Nebraska and is now observed throughout the nation and the world. The City of Stuart is one of 164 Florida cities that have been recognized as a Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management; and

WHEREAS, trees support our environment by reducing the erosion of our precious topsoil by wind and water, filtering of storm water, producing oxygen and providing a habitat for wildlife. Trees improve our physical health by cleaning the air, reducing exposure to the sun's ultraviolet rays, and decreasing temperatures during the summertime. Trees also support our economy by creating jobs, increasing property values, conserving energy, and enhancing the retail experience in our downtown; and

WHEREAS, the Garden Club of Stuart provided 250 pine seedlings to local students in support of Arbor Day and has tirelessly encouraged the planting of trees and encouraged the care and protection of trees so that we can pass on an enduring heritage of a vital natural resource to succeeding generations.

NOW, THEREFORE, I, REBECCA S. BRUNER**,** as Mayor of the City of Stuart, Florida do hereby proclaim January 19, 2024, as:

STUART ARBOR DAY

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this day of 8th January, 2024.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Susej Meleqi

Title of Item:

75TH ANNIVERSARY OF THE HALAPATIOKEE CHAPTER OF DAUGHTERS OF THE AMERICAN REVOLUTION (JANUARY 20)

Summary Explanation/Background Information on Agenda Request:

The National Society Daughters of the American Revolution was founded in 1890 in Washington, D.C. as a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children. On Thursday, January 20, 1949, at the Sunrise Inn in Stuart, Florida, the Halpatiokee Chapter of the National Society Daughters of the American Revolution (NSDAR) was organized. Saturday, January 20, 2024, Halpatiokee Chapter, NSDAR celebrates its 75 years by dedicating a granite bench at the gravesite of Organizing Regent Ezelle Gober Lyons.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. DAR Halpatiokee Chapter 75th Ann_Jan 2024

PROCLAMATION
75TH ANNIVERSARY OF THE HALPATIOKEE CHAPTER OF DAUGHTERS OF THE AMERICAN REVOLUTION JANUARY 2024

WHEREAS, the National Society Daughters of the American Revolution was founded in 1890 in Washington, D.C. as a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children; and

WHEREAS, Thursday, January 20, 1949, at the Sunrise Inn in Stuart, Florida, the Halpatiokee Chapter of the National Society Daughters of the American Revolution (NSDAR) was organized; and

WHEREAS, the history of the name of the chapter was given by the Regent, and State Regent Wright welcomed the chapter into the National and State Societies as the "Baby Chapter" of Florida, presented two flags, one was the Flag of the United States of America, and the other, the flag of the National Society of the Daughters of the American Revolution; and

WHEREAS, on Saturday, January 20, 2024, Halpatiokee Chapter, NSDAR celebrates its 75 years by dedicating a granite bench at the gravesite of Organizing Regent Ezelle Gober Lyons and the 295 members further celebrate the anniversary in missions of Historic Preservation, Education, and Patriotism to the National Society, State Society, and this community.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby congratulate the Halpatiokee Chapter National Society Daughters of the Revolution in celebrating its 75th anniversary and proclaim January 20, 2024 as the:

75TH ANNIVERSARY OF THE HALPATIOKEE CHAPTER OF DAUGHTERS OF THE AMERICAN REVOLUTION

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 8th day of January, 2024.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
LITERACY WEEK (JANUARY 22-26)

Summary Explanation/Background Information on Agenda Request:
Celebrate Literacy Week, Florida is designed to raise awareness about the importance of reading and to inspire Florida's students and families to make reading part of their daily routines.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Literacy Week_Jan 2024

PROCLAMATION

CELEBRATE LITERACY WEEK
JANUARY 22-26, 2024

WHEREAS, Martin Reads is a campaign led by the Children's Services Council of Martin County to increase the number of children reading on grade-level; and

WHEREAS, Children who are unable to read by the 3rd grade, are more likely to drop out of High School, engage in criminal activity and experience poverty as adults; and

WHEREAS, Martin Reads is dedicated to increasing the literacy rate of our children to 95% by the year 2030 with robust partnerships in the community; and

WHEREAS, A declaration to celebrate Literacy Week in Florida provides opportunities for awareness, literacy activities, and advocacy of the youth.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, Florida do hereby proclaim January 22 through January 26th, 2024 as:

CELEBRATE LITERACY WEEK

All residents are encouraged to join in the effort to increase literacy and support the youth of our community through advocacy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 8th day of January, 2024.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Kathy Martin

Title of Item:
JANUARY SERVICE AWARDS

Summary Explanation/Background Information on Agenda Request:

Jose Francisco	Park Facilities	5 years
Eddie Robinson	Stormwater Team	5 years
Melissa "Joy" Warren	Utilities Financial Svcs.	5 years

Funding Source:
General Fund

Recommended Action:
Present Awards

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 12/11/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
None.

Funding Source:
None.

Recommended Action:
Approve Item.

ATTACHMENTS:
1. 12/11/2023 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
DECEMBER 11, 2023
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:02 PM

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

INVOCATION

Bishop Edward J. Skiba, the Stuart Police Chaplain said the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - RAMONA FLORIDOR-WHITE SONG PERFORMANCE OF "HAVE YOURSELF A MERRY LITTLE CHRISTMAS"

Ramona Floridor-White performed a song for the holidays.

2. SELECTION OF MAYOR AND VICE MAYOR

Mayor McDonald received a gift as Mayor, the City thanking him for his service. He reflected on the accomplishments of the past year, including Fire Station #3 Groundbreaking, the 3M litigation, and the current process of the Brightline train. He is hopeful to keep the momentum going and is so happy to be a part of this City. Thanked his wife for her support.

4:13 PM MOTION: Approve Becky Bruner as Mayor.
MOVED BY: Campbell Rich
SECONDED BY: Eula Clarke
Motion approved unanimously.

Commissioner Rich commented on Mr. McDonald's Mayorship and complimented him for the assistance he provided to him and Commissioner Collins when they were new to the board.

Newly appointed Mayor Bruner echoed Commissioner Rich's comments and thanked the Board for selecting her as Mayor.

4:16 PM MOTION: Approve Campbell Rich as Vice Mayor.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** Mayor - Rebecca S. Bruner *****
***** Vice Mayor - Campbell Rich *****

PROCLAMATIONS

3. WORLD AIDS DAY (DECEMBER 1, 2023)

Richardo Jackson, CEO of Campbell Health Solutions and Syneitha Coaxum, Program Manager not present to accept the Proclamation but did arrive at end of meeting to collect the Proclamation.

4. WREATHS ACROSS AMERICA DAY (DECEMBER 16, 2023)

Shirley Rearick, President of the American Legion Harold Johns Auxiliary, and Karen Zook, Volunteer Coordinator of Forest Hills Memorial Park, received the Proclamation and thanked the City for its recognition.

5. SCOTT EARL RETIREMENT

Scott Earl, Water Treatment Plant Operator of the City's Utilities and Engineering Department, received Proclamation and thanked the City.

PRESENTATIONS

6. SERVICE AWARDS - DECEMBER 2023

Diane Kirkland	Police	25 years	Not Present
John LaPadula	Building Maintenance	20 years	Present
Nicholas Briglia	Police	20 years	Not Present
Jameca Wyche	Building Maintenance	5 years	Present

COMMENTS BY CITY COMMISSIONERS

Commissioner McDonald

- Recognized County Administrators in the audience, Don Donaldson and George Stokus.

- Commented on the Santa's City Lights event in Memorial Park, happy to see so many people come out for the various events.
- Attended the Hanukkah Memorial Lighting Celebration and noted that this year's event was more solum, and security was needed. Sadened that anyone should feel security is needed in celebrating their religion.
- Stated he would like to look at possibly moving crosswalk thirty (30) feet to the north, it is a potential problem for traffic and pedestrians.

Commissioner Clarke

- Echoed Commissioner McDonald's comments on events.
- Commented on the crosswalk at A1A, the left on Decker creates a backup after a train, feels the railroad crossings and crosswalks should be reviewed; asked for all to be patient as the number of trains have increased.
- Congratulated the new Mayor and Vice Mayor.
- Thanked Scott Earl for giving the City of Stuart forty-two (42) years on the night shift at the Water Plant.
- Passed out an ornament gift to the Commissioners and Administration.

Commissioner Collins

- Commented on a Tampa Bay Times article, read parts of the article and commented on the removal of home rule and allowing voters to decide how their town is developed.
- Congratulated Becky Bruner as Mayor.

Vice Mayor Rich

- Commented on the nice activities as a Commissioner, such as the Parade and Tree Lighting event.
- Commented that he and his wife moved here in the 1980's and that it is a very different community than it was then. Stated he recognized that the decisions they make affect the community long-term and asked the Commission to keep in mind as they make decisions in the future, who can benefit on a long-term basis.

Mayor Bruner

- Commented that Santa's City Lights event is nice and would like to see it expand.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented that Santa's City Lights tree event has grown and that the trees will be kept up until after the new year for all to visit at the park. He would like to see it grow and believes it will increase over time.

APPROVAL OF AGENDA

4:48 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Trevor Sherard - 5th Street; Attorney and father of three; has a special needs child and has not found a special needs sports program locally, but found such a program in Palm Beach called the Miracle League. The Miracle League of Martin County is now established and working with special needs. This is a free program and asked that the community step up to be a part of it. He provided a handout to the Commissioners with his personal contact information.
2. Robin Cartwright - Hibiscus Avenue; Stated that she is a member of the Society of Wetlands Scientists and commented on the Brightline project being voted on today. Requested better questions, acceptable answers and a workshop so the community can understand what the City is agreeing on to use the resident tax dollars on.
3. Laura Giobbi - Ocean Avenue; Commented that many have voiced their opinions, but the Commission continues to vote for building that the public does not want. She does not see starter homes. People want homes to raise their families in, not condos and townhouses.
4. Rusty O'Connor - via Zoom; Respect the women from the Daughters of the Revolution, loves Florida.

(Clerks Note: Zoom comment shut down by Commission. Zoom participant caused question as a legitimate comment. Commission determined to end the call.)

CONSENT CALENDAR

7. APPROVAL OF 11/27/2023 CCM MINUTES (RC)

8. APPROVAL OF THE 2024 MEETING CALENDAR (RC)

9. AUTHORIZING PUBLIC WORKS TO APPLY FOR INDIAN RIVER LAGOON COUNCIL GRANT, EXECUTE AGREEMENT, AND MINOR MODIFICATIONS (RC):

RESOLUTION No. 122-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT AN APPLICATION FOR AN INDIAN RIVER LAGOON COUNCIL AND INDIAN RIVER LAGOON COUNCIL NATIONAL ESTUARY PROGRAM GRANT TO CONDUCT WATER QUALITY RESTORATION PROJECTS; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; AND IF GRANTED; PROVIDING AN

EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE FOR TRAINING OF EMT AND PARAMEDIC STUDENTS (RC):

RESOLUTION No. 125-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH TREASURE COAST MEDICAL INSTITUTE, INC. (TCMI), FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN (EMT) AND PARAMEDIC STUDENTS; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:02 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Campbell Rich
Motion approved unanimously.

COMMISSION ACTION

11. INTERLOCAL AGREEMENT WITH MARTIN COUNTY REGARDING THE RFP TERMS FOR A BRIGHTLINE STATION (RC):

RESOLUTION No. 120-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE EVENT A PASSENGER RAIL STATION IS CONSTRUCTED ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell reviewed the history of the passenger rail in Stuart.

- Some time ago, the City was in the process of rewriting the City codes to realign the Urban Code and they adopted the Comprehensive Plan.
- Stated that over the years, there have been projects actively pursued, and many public meetings held in regard to the desire and what should be done to restore passenger rail. The recession came and it did not work out as planned.
- In 2014, All Aboard Florida came on the scene and extensive studies, at least five (5) public workshops and two different surveys were established. Sixty-five (65) percent were in favor of station in both surveys.
- Stated a Comprehensive Plan was adopted to prioritize and find ways to restore passenger rail. There are three (3) different references within the plan about how the City should prioritize to bring returning passenger rail and in addition to that, viral impact studies were done.
- There was a negative response against the idea of Brightline coming through, we held meetings here in the City Chambers and at the Lyric Theater and still the vast majority of the public was in favor.
- Public Hearings and Resolutions passed in 2014 - 2018, and the Commission

supported Brightline in 2022 and 2023.
- Many organizations support the City and Martin County working together to meet the standards.

City Manager stated that tonight's vote is to enter into an Interlocal Agreement between the City and Martin County. Martin County agrees to work with the City to do the application and joint submittal for the response to the Brighltine RFP, include the County to deed a parking lot on the west side of Flagler Avenue, and join the City in any funding the County receives.

Commissioner Collins requested clarification on Paragraph 6, #1 and #2.

City Manager stated that the Resolution before them was to have City and County submit RFP for Brightline to select the City for the station. If approved, a document will come back before Commission.

Commissioner McDonald thanked City Manager Mortell for his explanation. He commented that back in 2012 or 2013, he traveled to Cocoa Beach in efforts to get Amtrack in Stuart, then being All Aboard Florida, and stated we are now here where trains are going through our town and it is not as bad as we had feared. Thanked the County staff for putting together the agreement and feels this is a historical moment.

PUBLIC COMMENT:

1. Laura Giobbi - Ocean Ave; Commented that Stuart is more built up today and stated she wanted a train station because it may slow trains down coming through, but noted she rececently witnessed a freight train going through that held up everything; wondered about how emergency vehicles could pass in such situations.

2. Lisa Ammons - 3261 Skyline, Jensen Beach; Stuart resident since 1977, opposed to a train station in Stuart, it will erode the charm of this town.

3. Kathy Dewindt -Zoom; commented that a Brightline station would be a benefit to Stuart, in favor of the local agreement.

Commissioner Collins thanked City Attorney Baggett and City Manager Mortell for working with Martin County. On the financial side, is it possible that Brightline could come back to negotiate the RFP.

Tom Lanahan, Treasure Coast Regional Planning Council (TCRPC), reviewed the process. Explained the RFP requires specificity regarding a few things, one being control over the land. The RFP response must address the framework of what is being offered.

Commissioner Collins noted the concerns he has with the financial side. Rhetorically, asked what the cap is in negotiations; what's the max exposure the County or City resident is going to be paying and is there no limit, is it a blank check? Not comfortable and will vote no.

Vice Mayor Rich commented that Commissioner Collins' questions reveal that this is the

only opportunity to get into the process, but it will not be the only option to get out.

City Manager Mortell clarified that we are agreeing to the parking garage at this time.

George Stokus, Assistant County Administrator, commented that Martin County is applying for an $8.4 million dollar grant for design. Once we get to that term, we will have harder numbers and the City of Stuart and Martin County can collaboratively work on this agreement. The City of Stuart is not signing a blank check.

Vice Mayor Rich stated with the exception of clean water, he has never spoken with more people with such a clear consensus that are in favor of the train station. For the quality of life, wants our City to be more walkable, and to bring people to town by public transportation. Feels the unique opportunity needs to be taken advantage of for the future. Commissioner McDonald stated that this is our one and only opportunity. We will not have this opportunity again and if we want to be connected to transportation networks in the future, we have to act now.

Commissioner Clarke commented on Commissioner Collins' statement of clearly identifying where the funding is coming from and requested Mr. Tom Lanahan, of the TCRPC, to state again to the public what is expected.

Mr. Lanahan stated key points:

- The deadline to submit is Dec 22, 2023.
- The concept in the RFP - Brightline reviewing submittals - coming back in the first quarter of next year 2024 with the next step.
- A site choice.
- A decision.
- Negotiation for lease of land and terms.
- Station opening in the first quarter of 2028.

Mr. Lanahan continued to comment that the concept and proposal is that communities will be providing the funding to Brightline and Brightline will be doing the construction, operations and maintenance of the facility to the station, track and garage. The Boca Raton station of Brightline is the concept being used and is what the RFP is suggesting.

6:02 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
VOTE: 4/1 - Motion passed.
YES: Troy McDonald, Becky Bruner, Eula Clarke, Campbell Rich
NO: Christopher Collins

12. AUTHORIZATION TO PLACE STUART HERITAGE ON A REFERENDUM FOR A LONG TERM LEASE (RC):

RESOLUTION No. 124-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL FOR THE CITY

TO LEASE, FOR MORE THAN 10 YEARS THE PROPERTY KNOWN AS STUART HERITAGE MUSEUM LOCATED AT 161 SW FLAGLER AVENUE; SAID LOT ADJOINS CITY PROPERTY FRONTING THE ST. LUCIE RIVER, PROVIDING FOR CONFLICTS, SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6:05 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Campbell Rich
Motion approved unanimously.

13. ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION TERMS (RC):

RESOLUTION No. 121-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2024 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6:05 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Christopher Collins
Motion approved unanimously.

14. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS

6:08 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Christopher Collins
Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

15. STATUS OF PROPERTY LOCATED AT 400 SW FEDERAL HIGHWAY

City Manager Mortell briefly provided the status of the building, known as Duffy Boats and formally the Chamber of Commerce building; the building needs aesthetic renovations. There is a limitation to what can operate there. He feels that with the limited land use, he sees a recreational facility or government office occupying this space. As long as it is a lease for only ten (10) years, any business will not invest in improving or maintaining the property. He suggested that the City do a second (2nd) referendum to extend the lease term, and the Feed Store Lease as the first (1st) referendum.

Commissioner McDonald commented that he did a walk through and found there were some nice features, but work was necessary. He feels there are opportunities for recreational use, and can see a value in turning it into parks and recreation offices.

Commissioner Collins commented that he liked the idea of a state representative office being local. Asked if City Manager Mortell would reach out to John Snyder to see if he

had any interest.

City Manager Mortell read an excerpt from the lease terms. Seeking direction to bring back the referendum language.

ADJOURNMENT

6:20 PM

Mary R. Kindel, City Clerk **Rebecca S. Bruner, Mayor**

Minutes to be approved at the Regular Commission Meeting this 8th day of January, 2023.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Alaina Knofla

Title of Item:
AWARD OF RFP# 2023-207: TEMPORARY PERSONNEL SERVICES (RC):

RESOLUTION No. 01-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2023-207, TEMPORARY PERSONNEL SERVICES TO THE FOUR TOP RANKED FIRMS; EXPRESS EMPLOYMENT PROFESSIONALS OF PORT SAINT LUCIE, FLORIDA, MANPOWER OF STUART, FLORIDA, BLUE ARBOR, INC., OF PLANTATION, FLORIDA, AND TMDA, LLC OF ST. PETERSBURG, FL ON AN AS NEEDED BASIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
This solicitation was advertised in the Palm Beach Post on August 30, 2023. OpenGov Procurement notified five hundred sixty-seven (567) potential bidders, there were sixty-four (64) plan holders for this solicitation. Thirteen (13) proposals were received by the request for proposal opening date and time of 2:30 pm. October 3, 2023.

A five (5) member selection committee evaluated the responses based on the following criteria: experience, knowledge and qualifications, quality of services, references, and proposal fees. After detailed evaluation by the selection committee, it was determined it is in the City's best interest to award to the four top ranked firms, Express Employment Professionals, Manpower, Blue Arbor, and TMDA, LLC.

Funding Source:
Various

Recommended Action:
Adopt Resolution No. 01-2024

ATTACHMENTS:
1. R01-2024 Award RFP 2023-207, Temporary Personnel Services
2. Blue Arbor contract
3. Express contract
4. TMDA LLC Contract
5. Manpwer contract

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 01-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2023-207, TEMPORARY PERSONNEL SERVICES THE FOUR TOP RANKED FIRMS TO EXPRESS EMPLOYMENT PROFESSIONALS. OF PORT SAINT LUCIE, FLORIDA, MANPOWER OF STUART, FLORIDA, BLUE ARBOR, INC., OF PLANTATION, FORIDA AND TMDA, LLC OF ST. PETERSBURG, FL ON AN AS NEEDED BASIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Request for Proposal process in order to solicit licensed firms or individuals to provide Professional Temporary Personnel Services on an as needed basis.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2023-207: Temporary Personnel Services to the four top ranked firms, Express Employment Professionals, Manpower, Blue Arbor, Inc. and TMDA LLC. with authorization to execute final agreements subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 01-2024
Approve Award of RFP #2023-207: Professional Temporary Personnel Services

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
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 8th day of January 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

"CONTRACT"

CONTRACTOR: **BLUE ARBOR, INC.**
5413 MORTON ROAD
NEW BERN, NC 28562

PROJECT: RFP# 2023-207: Temporary Personnel Services

THIS CONTRACT (hereinafter referred to as "Contract"), made and entered into on this ____ day of January, 2024 by and between **Blue Arbor.**, a Florida for profit corporation, **5413 Morton Road New Bern, NC 28562** (hereinafter referred to as "Contractor"), and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, (hereinafter referred to as "City").

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides temporary staffing for employers; and

WHEREAS, City desires to hire Contractor to fill temporary staffing needs for the City; and

WHEREAS, Contractor is willing and able to provide temporary staff to perform the Work for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the Work for the agreed amount as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Personnel Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Personnel Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Markup Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employees who are qualified and able bodied personnel on an as-needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for services in accordance with Contractor's pricing schedule formalized in "Exhibit C-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the City.

2.2 Invoices

Contractor shall provide to City a weekly invoice containing the following information for each temporary personnel: (a) type of position, (b) date(s) worked, (c) hourly amount paid to employee by the Contractor, (d) hourly billable labor rate charged to City, (e) hours worked by temporary personnel, and (f) identity of City's supervisor over temporary personnel. In addition, Contractor shall provide a copy of the approved time sheet signed by the City with the invoice.

2.3 Payment

After completion of work and receipt of invoice, the City shall pay Contractor within forty-five (45) days. If the City receives any invoice which is incomplete or inaccurate, the City shall notify Contractor of said incompleteness or inaccuracies within a reasonable period of time. The deadline for any payment shall be tolled during the period of time that it takes Contractor to provide a cured invoice. The City has the option of making payments by check, preferred method is Automated Clearing House (ACH) electronic network for financial transactions with authorization.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

All of the Contractor's personnel assigned to the City must be qualified to perform the work as outlined in the job description(s) provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsible employer for the temporary personnel during the time they are assigned to work at the City. All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The Contractor's personnel utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a dedicated account manager to the City's account. Said account manager shall be readily available to administer the terms of this Agreement for Contractor on a day-to-day basis. Contractor's account manager is responsible to keep the City informed of the Contractor's personnel's activities, oversee all work performance, process placement requests, issue resolution and coordination of services.

If at any time the assigned account manager is replaced during the term of this Contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and

maintain a pool of temporary personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

There shall be no restrictions, time limitation, fees or penalties placed upon the City or its personnel assigned to the City in regards to the City's direct hiring of any of Contractor's personnel assigned to the City under this Contract.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City with five business days of the City's request. Refusal to do so shall constitute a material breach of this Contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet any performance requirement(s) under this Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if hit should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Temporary to Permanent Fees

In the event that the City employs a temporary employee, temporary to permanent charge shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, unpaid wage claims or in any way arising from or related to a failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if

not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter

119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IV. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A - Proposal as Submitted by Contractor and Accepted by City

Exhibit B - Original Request for Proposal as Issued by City, including all Addenda.

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGET, ESQ.
CITY ATTORNEY

CONTRACTOR

Lucine Moffett
(Signature)

Lucine Moffett
Printed Name

Pres.
Title

STAFFING • SCREENING • CONTRACTING

REQUEST FOR PROPOSAL #2023-207
Temporary Personnel Services

Procurement & Contracting Services Division
City of Stuart

Blue Arbor, Inc.
PO Box 12780
New Bern, NC 28561

POC: Lucine Moffett
Lmoffett@bluearbor.com
800-633-9715 X399
Cell: 252.514.5380
Fax: 252.638.5087

(FL office: Gulf Breeze, FL 32561)

Business Type:
Woman-owned, small business

STAFFING • SCREENING • CONTRACTING

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- Sunbiz Certification
- Florida Business License
- Organizational Chart
- SAMPLE COI

TAB 7 – ADDENDA 30

- **Addendum #1 – September 6, 2023**
- **Addendum #2 – September 8, 2023**
- **Addendum #3 – September 13, 2023**
- **Addendum #4 – September 13, 2023**

STAFFING • SCREENING • CONTRACTING

Alaina Knofla
Procurement Coordinator
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: Request for Proposal #2023-207 – Temporary Personnel Services

Blue Arbor is very interested in being considered for your request for proposals to find a qualified firm that will be able to provide various temporary services for the City of Stuart.

Founded in 1981 by NC native Lucine Moffett, Blue Arbor is a staffing, screening, and contracting company with over 40 years of experience. As an SBA certified Woman Owned Small Business, Blue Arbor is industry unique: we are not a franchise, a local staff member will always answer your call, and we remain owned and operated by our Founder. Blue Arbor is a Full-Service Staffing Firm where all processes (from recruiting, screening, onboarding all the way through payroll services) remain "in house" for quality control, consistency, and transparency. Leveraging innovative staffing-specific technology for efficiency, ease, and 24/7 access, we are 100% electronic (and "old-school" capable/adaptable, for inclusion).

At Blue Arbor - our team approach culture, led by seasoned professionals, achieve the highest standards of service within the staffing industry. We currently serve similar customers in the main categories listed in this RFP (and many more!). Our references will substantiate these successful partnerships. Thank you for the opportunity to introduce Blue Arbor and how we can provide value to the City of Stuart.

Our company works together to provide support and strength for all branches. Our Florida branch would be able to provide immediate assistance while we work with the County to provide an on-site manager.

We look forward to partnering with you for your temporary staffing services and starting a partnership for the future. We hope that you will seriously consider our bid for the needs you have presented in your bid proposal. The City of Stuart is a growing community and we would like to be part of their growth!

Sincerely,

Lucine Moffett

Lucine Moffett, President
Cell: 252-514-5380
lmoffett@bluearbor.com

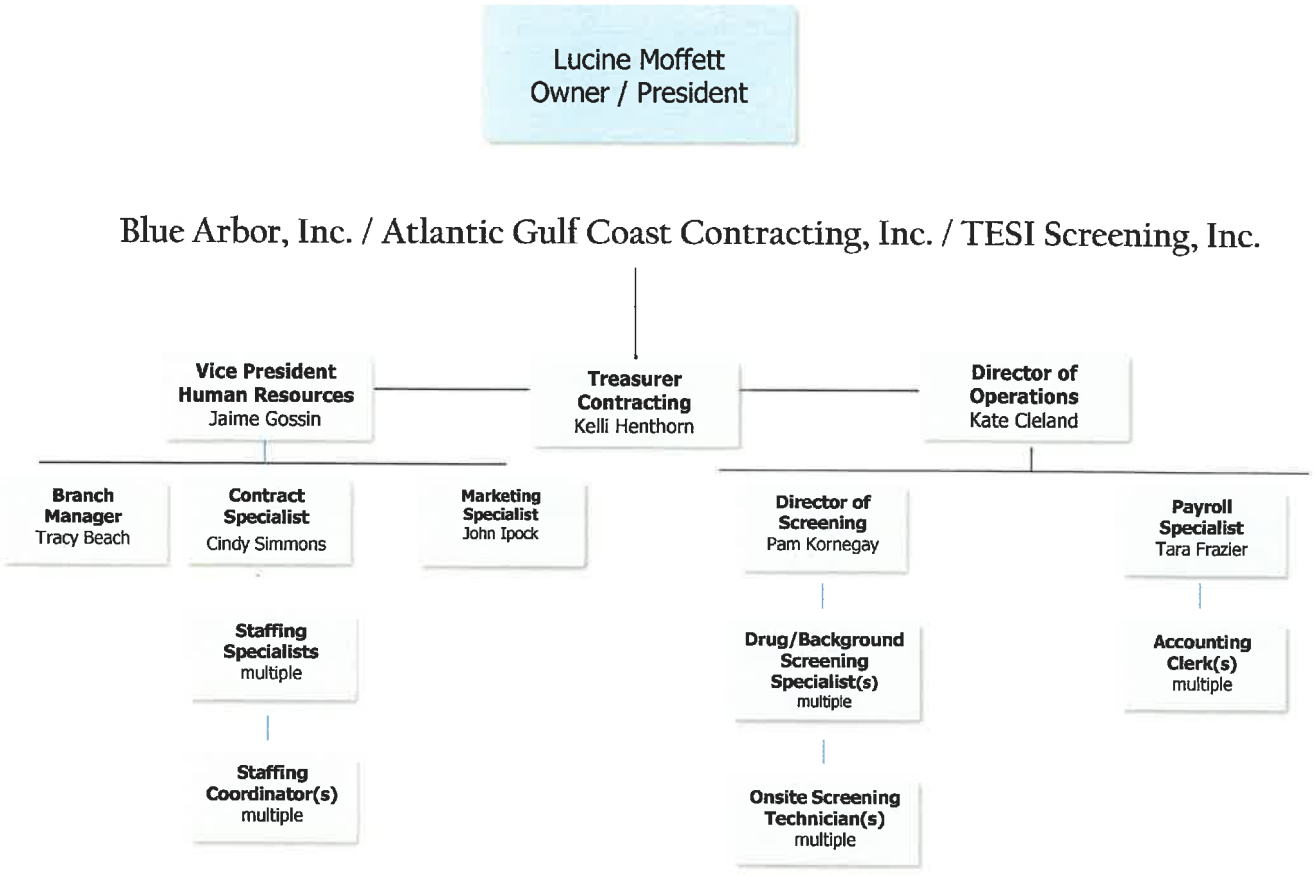
TAB 1 – EXPERIENCE / KNOWLEDGE / QUALIFICATIONS

Blue Arbor has successfully provided our staffing services to Escambia County for many years and have recently secured contracts in Santa Rosa, Brevard and Lee Counties. Our services include: temporary staffing, temp-to-hire staffing, facility staffing, recruiting and direct hire staffing. Placements consist of administrative, clerical, industrial, general labor, logistical and technical personnel. Blue Arbor handles all aspects of placement including recruiting, interviewing, skills testing, background checks, work reference, safety training, drug screening and orientation.

We are fully capable of providing the services requested and fulfilling all requirements of this contract. Jaime Gossin, our Vice President, is actively involved in all aspects of Blue Arbor's business operations and sets high standard of performance for all staff members. She oversees the implementation of contracts, ensures adequate staffing to meet the demands of the contract and implements our electronic Web Timecard program.

1. **Blue Arbor Team:** Our advantage begins with our people - our staff is comprised of industry professionals who not only have great technical skill but are also dedicated to providing customers with the best experience possible. We've been awarded and successfully executed similar contracts such as with Escambia County, City of Pensacola, FL, City of Mobile – Mobile, AL, etc. These contract implementations included transitioning current employees and providing new staffing placements through the entire onboarding process (recruiting, screening, submitting, selection & hire).

President/Owner:	**Lucine Moffett**
Director of Operations:	**Kate Cleland**
Vice President:	**Jaime Gossin**
Corporate Officer:	**Kelli Henthorn**
Corporate Officer:	**Michael Moffett**
Contracting Specialist:	**Cindy Simmons**
Staffing Manager:	**Tracy Beach**
Director of Screening:	**Pam Kornegay**


Lucine Moffett
Owner / President
Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. / TESI Screening, Inc.
Vice President Human Resources
Jaime Gossin
Treasurer Contracting
Kelli Henthorn
Director of Operations
Kate Cleland
Branch Manager
Tracy Beach
Contract Specialist
Cindy Simmons
Marketing Specialist
John Ipock
Director of Screening
Pam Kornegay
Payroll Specialist
Tara Frazier
Staffing Specialists
multiple
Drug/Background Screening Specialist(s)
multiple
Accounting Clerk(s)
multiple
Staffing Coordinator(s)
multiple
Onsite Screening Technician(s)
multiple

The Company / Blue Arbor, Inc

2. Business Sector: Professional & Technical Services
3. **Company History:**
    1. **About Us:** Founded in 1981, Blue Arbor began with the simple goal of providing temporary employees to fulfill a growing need for supplemental staff. What started as temporary positions for vacation coverage, special projects, and laborers, quickly bloomed. For over 40 years, Blue Arbor has provided temporary, temporary to hire, direct hire, full time, part time and everything-in-between placements within varied industries in the United States.
    2. **Woman Owned & PROUD:** Blue Arbor is also certified as a Minority Woman-owned Business in the state of Florida. Blue Arbor is a Woman-owned, North Carolina HUB Certified Small Business enterprise.

        "While working for a totally male-dominated international company, that provided zero advancement opportunities for women outside of the now-antiquated [thank goodness!] traditional clerical positions, my entrepreneurship was born. I began Blue Arbor and this previous employer became my first client." –Lucine Moffett, Blue Arbor Founder & President

    3. **Preparedness:** Who knew that our 40+ years in business, and equal time spent navigating the challenges of hurricanes could prove so positive?! Through power outages, floods, limited transportation, loss of internet and everything in between, we have learned to adapt and prepare. Blue Arbor is structured with the technical ability to function 100% remotely for all our operation-critical staff members and our support staff. In addition, we have senior management & support staff spread out across several states, to ensure our communication and functional capabilities remain intact.
    4. **Goals & Objectives:** Our goal is to ensure total Client and Employee Satisfaction. We will promptly and profitably supply thoroughly screened, qualified, positive employees, to reputable and credit-worthy clients, whom will provide a safe work environment. To achieve our goals, we focus on providing excellent customer service through direct communication and in-depth candidate evaluation. We developed TESI Screening – a division specifically dedicated to performing comprehensive background checks, drug & alcohol screenings, employment & education verifications, and much more, as an invaluable performance tool. Our ability to thoroughly screen candidates in-house provides the quality control necessary to successfully place vetted, safety-conscious hires.

4. **Company Ownership Structure:** The Company is structured as a corporation.
    1. Ownership Background: Original Owner of over 40 years still operating business

2. Management Structure of Company:
3. Senior Management
    - ➢ Director of Operations
    - ➢ Vice President
    - ➢ President
    - ➢ Director of Screening
    - ➢ Staffing Manager
    - ➢ Contract Specialist

Providing Experience, Knowledge and Qualification

1. **Staffing Services:** Temporary, Temporary to Hire, Contract placements, Direct Hire, Full time, part time, 1st, 2nd, 3rd shifts, swing shifts, weekdays only, weekends only, or combination. Placements can be a diverse range of industries including, but not limited to: Clerical, Industrial, Production, Manufacturing, General Labor, Healthcare, etc
    a. **Staffing Service Value (what's included):**
        - ✓ Electronic Time-sheet Submissions & Approvals
        - ✓ Electronic Invoicing
        - ✓ Workers Compensation Insurance Coverage (and claim mgmt.)
        - ✓ Unemployment Insurance Coverage (and claim mgmt.)
        - ✓ Pay Federal & State Payroll Taxes
        - ✓ Process Employee: Onboarding, E-verify and Payroll
        - ✓ Direct Deposit of Payroll
        - ✓ Certified Payroll (where applicable)
        - ✓ Prepare Quarterly Reports
        - ✓ Issue W2s
        - ✓ Advertising
        - ✓ Recruiting
        - ✓ Background Check*
        - ✓ Pre-employment Drug Screen*
        - ✓ Skills Testing & Certification Verification*
        - ✓ ACA Compliance
        - ✓ Employee & Payroll Records Retention
2. **Equal Opportunity Employer** - All employees and applicants are treated equally according to their individual qualifications, abilities, experience, and other employment standards. We do not discriminate because of race, color, religion, national origin, sex, sexual

orientation, age, or physical or mental disabilities, handicaps, or military service as a Vietnam Era Veteran. Blue Arbor will ensure that any potential applicant can speak and understand English.

3. **Compliance with Americans with Disabilities Act (ADA)** - Part of our onboarding process includes the completion of our 'Post-Offer Medical Questionnaire' which is used as a comprehensive tool to determine what, if any, reasonable accommodation or restrictions may be required for a qualified candidate to successfully and safely perform their essential job functions. The completion of our 'Post Offer Medical Questionnaire' is required by every Blue Arbor employee and utilized to ensure continued ADA compliance.
4. **Direct Hire:** Recruit, screen, present, and place a new hire directly on customer's payroll. This service incurs a one-time fee of 20% of annual salary, with 1 replacement within 30 days of hire.
    a. Direct Hire Value:
        - ✓ Advertising
        - ✓ Recruiting
        - ✓ Background Check*
        - ✓ Pre-employment Drug Screen*
        - ✓ Skills Testing & Certification Verification*
        - ✓ Electronic Invoicing

5. **Staffing Representative:** Account dedicated staffing service representatives are available for the City to have a main POC for this contract. Tracy Beach will be the assigned point of contact for this Contract. She works out of our Gulf Breeze office. She has provided temporary personnel for Alabama, Florida, Mississippi and South Carolina for our Blue Arbor clients. Tracy has been a valuable member of our team since 2015 and is our Staffing Manager for Blue Arbor. Lucine Moffett is also available 24/7 for any questions, accidents or assistance.
6. **Screening Services:**
    a. Specimen Collection
    b. Specimen Analysis by Certified Laboratories
    c. Specimen Result Review by Certified Medical Review Officer (MRO)
    d. Urine Lab-Based Drug Screen*
    e. Urine Point-of-Care Test (POCT) Rapid Drug Screen*
    f. Oral Fluid Lab-Based Drug Screen*
    g. Oral Fluid Point-of-Care Test (POCT) Rapid Drug Screen*

h. Hair Drug Screen
i. Breath Alcohol Test; Breath Alcohol Confirmation Test
j. Saliva Alcohol Test; Saliva Alcohol Confirmation Test
k. Department of Transportation (DOT) Drug Screen
l. Random Testing Pool Management
m. Client onsite drug and alcohol testing services
n. Client Representative Screening Certification
o. DNA Test
p. National Federal Criminal Search
q. National Criminal Database Search
r. Statewide Criminal Database Search (where available)
s. County Criminal Database Search
t. Office of Foreign Assets Control (OFAC)/Patriot Act Search
u. Skills Testing
v. Education Verification
w. Employment Verification
x. Employment Credit Report
y. Professional License Verification
z. Motor Vehicle/Driving Record Search

*Customizable options and packages available for additional costs.

7. **GSA Contract Holder:** We have a GSA Contract (# GS07F0177X) to provide temporary administrative and staffing services directly to both military and civilian agencies. Our Contract (# GS07F0177X) is under GSA Schedule #561320SBSA

WHY CHOOSE BLUE ARBOR

1. **Strengths:**
   - ✓ **Our Team:** Blue Arbor promotes a team approach within our business. This is evidenced in how we function on a daily basis, how we service customer accounts, how we execute contracts, and how we support our team throughout many states and service locations. Cultivating our team members, identifying their individual strengths, and utilizing them cohesively together is an integral part of our collaborative path to success. Our "Triple C" practice extended to customers is also extended to staff, creating an open environment for transparency and growth.
   - ✓ **Continuing Education:** Blue Arbor is a member of the American Staffing Association (ASA), National Association of Personnel Services (NAPS), Society of Human Resource

Management (SHRM), Staffing Industry Analysts (SIA), Drug & Alcohol Testing Industry Association (DATIA), Professional Background Screening Association (PBSA), and National Drug & Alcohol Screening Association (NDASA). We obtain continuing education and certifications through these memberships and/or utilize their resources to adapt business practices in congruence with evolving industry standards.

- ✓ **Practice What We Preach**: In over 40 years of business, we continue to find we are among an industry few whom actually follow through with stated business practices (i.e., we ACTUALLY DO screen & evaluate candidates). Will not lower pricing to the extent that it sacrifices Blue Arbor performance integrity.
- ✓ **Quality Control:** Continued adherence to our "Triple C" practice, ensuring quality control, providing opportunities for improvements, and achieving our standard for excellent service. Blue Arbor Company Culture towards teamwork is a MAJOR asset to all facets of our business wherever our services may extend. Additionally, our background checks, credit checks, MVRs, certification verification and employment verifications are performed "in-house", and all drug and alcohol screens are performed "in-house" where available.
- ✓ **Safety First:** Blue Arbor promotes a "Think Safe, Work Safe, Be Safe" philosophy. As such, we uphold our customers and employees to the highest safety standards. Customers must provide and maintain a safe working environment (adherent to all OSHA standards), and enforce the utilization of any and all necessary PPE. Employees must adhere to all safety policies, wear any applicable PPE, and perform their job with a safety-conscious approach.
- ✓ **Extension of Services:** We are capable and willing to extend Contract rates to multiple customer locations within the State of contract award. We are able to provide services across the continental United States.
- ✓ **Automated Onboarding**: Our staffing services are structured with the ability to function 100% electronically. Applications for employment are submitted electronically via our website, and all new hire/onboarding forms are available for electronic submission. All time-sheets (submissions and approvals), invoices, direct deposit vouchers and W2s are available for electronic access.

2. **Weaknesses:** We will not provide "day laborers" in the traditional sense, as we could not adequately screen and provide successful placements (aka, practice what we preach). We will not place our employees with companies whom lack safe working environments. We will not place employees in positions deemed "high risk". Will not lower service pricing to the extent that it sacrifices Blue Arbor performance or profit integrity.

3. **Opportunities:** Identify competitors currently operating in specified locale under consideration for business expansion. Identify potential opportunities based on the products Blue Arbor provides.

Operations

1. Daily Operations
2. Operational Facilities – Multi state locations
3. Remote Representatives – Remote access available to all
4. Staffing – local and remote access
5. Suppliers
    a. IT – maintaining virtual server, remote access, email options, and phone systems
    b. Staffing Software – 100% remote access, multiple backup databases, security
    c. Drug Screening
    d. Background Checks
    e. Legal
    f. Insurance
    g. Accounting
    h. Office supplies
    i. PPE

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TAB 2 – SERVICING PROCEDURES

Upon notification of a contract award, **Blue Arbor's** designated Staffing Manager, Tracy Beach, will reach out to offer our services and determine the current needs of the City. Tracy understands the nuances of local government and their staffing needs. She has the assistance of the entire Blue Arbor Team!

Tracy will oversee all aspects of the day-to-day management of this contract and consult with the appointed City representatives regarding job descriptions and any new requirements and duties according to the contract. She is well-acquainted with Florida processes and will ensure that effective and efficient results are obtained and maintain proper records of all directives, furnish usage reports as required and is on hand to manage all personnel matters.

PROPOSED WORK PLAN:

Upon award of contract:

1. Begin transition of current employees that are allowed and agreed to be onboarded with us.
2. Tracy would discuss all open and available positions at length with the proper Department Representative to determine their needs and expectations.
    a. Getting job descriptions
    b. Attire expected, personal appearance including no tattoos or piercings would be addressed and discussed. Reminder that the City of Stuart is a Tobacco Free work environment
    c. Job location, hours, etc
    e. misc info
3. Advertise for available positions throughout Martin County
    - Utilize Indeed.com and ZipRecruiter
    - Notify local colleges for recruiting college students for temp work
    - Reach out to local Employment Offices
4. Begin testing and verifying education process those that pass testing will then be submitted for background screening

ONBOARDING PROCESS:

Our onboarding is done electronically using our secure cloud-based software. It is easy for potential employees to complete at home or at their leisure. Our software notifies us of any new applicant or employee activity, ensuring we can track their progress through the application and onboarding processes. Our initial phone interview helps us determine the next step for them. It allows us to hear how they present themselves, as well gives us the opportunity to delve deeper into their resumes and work history.

TRAINING AND TESTING – Blue Arbor is committed to providing employees who have the knowledge, skills and abilities to perform the requested position. Our **ability to test skills, software knowledge**, etc will identify the right candidate for you. Any employee placed under this contract will demonstrate, at the very least, the minimum training requirements for the specific position. We offer electronic testing through SHL/Kenexa and is also available electronically. Once awarded, we can discuss what testing is

most appropriate to request prior to selection for evaluation. We have found that testing can provide a great way to find a 'diamond in the rough'!
There are many testing options to choose from and we can determine which tests make the best sense for each job based on the software needs and job description and speaking with the City representative.

Vetting candidates is an essential part of our staffing process. Matching a qualified candidate with the appropriate position requires a system of verification. Education, employment history, testing, personality, and attitude all contribute to 'getting it right.' Should there come a time where the City is not completely satisfied with the candidate provided, we would be happy to provide a replacement. Maintaining constant communication will be our greatest tool. Learning the nuances of each job and department will help us to provide the perfect candidate every time.

The City may choose to Interview Candidates for their temporary positions or they may ask us to fill the position with the best qualified candidate of our choosing. We are happy to facilitate the scheduling process for an interview in person or electronically. Once a candidate has been chosen, we would run their comprehensive background and have them complete a drug test. These tests can add unexpected delays.

Building a strong applicant base will help to fulfill your needs quickly and efficiently. When our candidate pool is strong and we have the perfect opening for the perfect candidate – your position could be filled as soon as the Drug Screen and Background Report are completed.

Some positions may require recruiting or further testing which may delay filling a spot. Blue Arbor understands that 'time is of the essence' and will make it our priority to fill your position.

SECURITY:

The software we use has an encrypted website that is only accessible using unique and intricate passwords. The employee will create their own password and it is not viewable by our staff. Should an employee forget their password, we are only allowed send the secure information directly through program software AFTER identification protocols have been met.
All Information is secure using a **Tier 4 Data Center** which includes:

- Firewall Security: All servers operate behind a firewall device designed to prevent unauthorized access.
- Data Encryption: including 128-bit SSL Certification and 1024 Bit RSA public keys.
- User Authentication: User access controlled with a valid username and password combination, which is encrypted via SSL while in transmission.
- IP Systems Security: Internal IP systems are protected by network address translation, port redirection and non-routable IP addressing schemes.
- Operating System Security: System accounts are protected with strong passwords. Operating system patches and security updates are applied regularly.
- Each server is "hardened" by disabling and/or removing any unnecessary users, protocols and processes.
- Database Security: Database access is controlled at the database connection level. Access to production databases is limited to a distinct number of points.

- Data Management: All data entered into the application by a customer is owned by that customer. Our employees do not have direct access to the production equipment, except where necessary for system management, maintenance, monitoring, and backups.

EQUAL OPPORTUNITY EMPLOYER - All employees and applicants are treated equally according to their individual qualifications, abilities, experience and other employment standards. We do not discriminate because of race, color, religion, national origin, sex, sexual orientation, age, or physical or mental disabilities, handicaps, or military service as a Vietnam Era Veteran. Blue Arbor will ensure that any potential applicant has the ability to speak and understand English.

BACKGROUND / SCREENING:

Blue Arbor, Inc. requires a comprehensive Criminal Background Check of all Local, State and Federal (FBI) databases as well as DCS, Sex Offender Registry, Level 2 Criminal History Record Check. Upon request, we will provide the City with a copy.

Blue Arbor, Inc requires a 10-panel urine drug test prior to placement and agrees to provide the City with the test results if requested.

Blue Arbor participates with **100% of our employees being e-Verified** within three days of their start date with us. At the recommendation of our worker's comp agent, we also require a Post Offer Medical Questionnaire. This ensures that we will not be putting our employee in jeopardy if they have a prior injury, etc that may require a doctor's release. If you would like them to be rescreened prior to continuing on our payroll, we would be happy to do so.

We pay our employees weekly and can provide direct deposit to everyone – even if they do not have a bank account, using a Blue Arbor issued debit card! Timecards can be authorized electronically for ease.

Blue Arbor is the "employer of record" for all temporary placements. This is made clear during the hiring process. Any questions or issues should be directed to our local Florida office Staffing Specialist – Tracy Beach. Blue Arbor will address issues involving conduct, payroll, benefits, etc. Our main office is also available to answer questions at: 800-633-9715 * M – F * 8am-5pm(EST)

All employees are provided with a handbook that explains in detail all requirements and expectations related to being a temporary employee. Including the following:

- Expectations of work performance
- Health and Safety Issues
- Absenteeism and Tardiness
- Consequences of Misconduct
- Sexual Harassment Policies
- Drug and Alcohol Policies
- Worker's Compensation / Work-related injuries
- Time reporting / compensation / direct deposit of paychecks
- Health Insurance Options, including an ACA compliant option

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TAB 3 – ATTACHMENT A – PRICE PROPOSAL FORM

PROPOSAL PRICING WILL BE HONORED FOR A MINIMUM OF 90 DAYS FROM SUBMISSION

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 30%
2	Laborer I	% 30%
3	Laborer II	% 30%
4	Custodian	% 30%
5	Sanitation Worker	% 35%
6	Office Assistant	% 25%

Company Name BLUE ARBOR INC

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

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TAB 4: INSURANCE

Blue Arbor agrees to obtain a Certificate of Insurance indicating the City of Stuart as a named insured if awarded this contract. A sample of our Insurance is included to show our appropriate Insurance limits and liability amounts. We will be providing 100% of the personnel for this contract and will not be utilizing sub-contractors.

BLUEARB-01 MKGREGOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Towne Insurance Agency, LLC 105 E. Arlington Blvd Suite B & C Greenville, NC 27858	PHONE (A/C, No, Ext): (252) 756-8300	FAX (A/C, No): (252) 756-9092
	E-MAIL ADDRESS: Info@towneinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. P. O. Box 12780 New Bern, NC 28561	INSURER A : Philadelphia Indemnity Insurance Co.	18058
	INSURER B : Prescient National Insurance Company	12773
	INSURER C : Trisura Specialty Insurance Company	16188
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			PHPK2500046	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	X Professional Agg 3mi						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: per proj agg cap $3mil if required						PROFESSIONAL	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2500046	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB844690	1/1/2023	1/1/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		WC100000810123	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime			PHPK2500046	1/1/2023	1/1/2024	Employee Theft	1,000,000
C	Cyber/Technology E&O			ATB-6616031-02	1/1/2023	1/1/2024	$1,000,000 agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured Copy Only
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Madison Taylor

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TAB 5: REFERENCES

City of Stuart

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: **Escambia County, Florida**			
Address **221 Palafox Place**			
City **Pensacola** , **FL**	State	Zip Code **32502**	
Contact Name: **Janice Floyd**		Title: **Human Resources**	
Phone No: **850-595-4964**	Fax:	Email: **jmfloyd@myescambia.com**	
Date of Service or Contract Period: **since 2009**		Location **Pensacola, FL**	
Summary of Services Performed **misc temp personnel**		Governmental or Private	

#2 REFERENCES

Company/Entity Name: **City of Pensacola, FL**			
Address **222 West Main St**			
City **Pensacola** ,	State **FL**	Zip Code **32502**	
Contact Name: **Tonya Byrd**		Title: **Recreation Superintendent**	
Phone No: **850-436-5672**	Fax:	Email: **tbyrd@cityofpensacola.com**	
Date of Service or Contract Period: **04/2019 - current**		Location **Pensacola, FL**	
Summary of Services Performed **misc temp personnel**		Governmental or Private	

#3 REFERENCES

Company/Entity Name: **US Agency for Global Media**			
Address **3919 VOA Site B Rd**			
City **Grimesland** ,	State **NC**	Zip Code **27837**	
Contact Name: **Rick Williford**		Title: **Program Support Manager**	
Phone No: **252-752-7181**	Fax:	Email: **rwilliford@usagm.gov**	
Date of Service or Contract Period: **2014 - current**		Location **Grimesland, NC**	
Summary of Services Performed **misc high level tech**		Governmental or Private	

Company Name **Blue Arbor, Inc**

STAFFING • SCREENING • CONTRACTING

TAB 6: OPTIONAL INFORMATION:

Blue Arbor uses a TEAM approach to our contracts. We designate a primary contact for each contract and utilize our entire team to support in all aspects of recruiting, interviewing, testing and onboarding. Our software allows us to perform all tasks from wherever we may be. This allows our team to jump in and help out wherever additional man hours are needed.

The **primary contacts** for the City are:

- ***Tracy Beach*** is our local Florida Branch Manager and will be your primary contact. 913 Gulf Breeze Parkway, Unit 29 * Gulf Breeze, FL * 850-938-7184 * 8am – 5pm (CST) Tracy has become an expert on the intricacies of staffing for cities and counties, understanding the differing needs of various departments, and meeting the unique invoicing and reporting requirements associated with each contract. In Baldwin County, AL we staff over 150 summer interns each year, ranging in age from 16-24 years old, for their Summer Program. Tracy partnered with the local employment office in Baldwin County to access space over the course of several weeks which allows us to personally work with the students and assist them with remote on-boarding. Once students are in the system, a Blue Arbor branch is assigned to handle the account administratively. As with all our employees, the students have access to their own personal account to view paychecks and receive W2's. They also utilize online timesheets and are paid via direct deposit to either their own personal bank account or a Blue Arbor provided pay card.

- ***Jaime Gossin*** is our Vice President and is responsible for all Human Resource functions. She guides us through the legalities of staffing and stays abreast of current trends and innovative technology options to increase our efficiency and our marketing exposure. She works closely with our legal counsel to ensure our compliance in both written and verbal directives. As a member of the American Staffing Association (ASA) she regularly takes advantage of their expertise and resources for the benefit of Blue Arbor.

- ***Cindy Simmons*** is our Project Manager and Contracting Specialist. She began as a Staffing Specialist in 2010 but has been specializing in contracting since 2014. She is a major contributor to the implementation side of new projects and can step in when and where needed thereafter as a key component in maintaining our exceptional level of service.

- Our entire Blue Arbor Team is led by ***Lucine Moffett***, our President and Owner (since 1981). She started our business from the ground up and remains a driving force for our company. Under her direction, Blue Arbor's focus has been to seek out opportunities to service cities and counties. This has resulted in the addition of numerous partnerships across the southeast. As a 'hands on' President, her phone number will ALWAYS be

answered – whether you are a client, staff member or temporary employee. Her contact cell: 252-514-5380

This Blue Arbor team has established new branch locations, transitioned employees, recruited and vetted temporary staff for clients, and efficiently and effectively administered projects both big and small, utilizing a state-of-the-art web-based software package and the full support of the Blue Arbor staff. Communication is a key factor in our success and is a fundamental component of our partnerships.

We KNOW that our success is based on working together!

And that your success is based on Blue Arbor working together with you!

WE WANT TO BE THE EXPECTATION – NOT THE EXCEPTION

Attached Certifications:

E-verify MOU

Sunbiz Certification

Florida Business License

Organization Chart

SAMPLE Certificate of Insurance

Company ID Number: 147195

Approved by:

Employer Blue Arbor, Inc.	
Name (Please Type or Print) Lucine W Moffett	Title
Signature Electronically Signed	Date 08/25/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/25/2008

Company ID Number: 147195

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Blue Arbor, Inc.
Company Facility Address	5413 Morton Road New Bern, NC 28562
Company Alternate Address	P.O. Box 12780 New Bern, NC 28561
County or Parish	CRAVEN
Employer Identification Number	561308931
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
BLUE ARBOR, INC.

Filing Information

Document Number	F05000000624
FEI/EIN Number	56-1308931
Date Filed	01/27/2005
State	NC
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/25/2013
Event Effective Date	NONE

Principal Address

5413 MORTON RD
NEW BERN, NC 28562

Changed: 10/10/2006

Mailing Address

P.O BOX 12780
NEW BERN, NC 28561

Changed: 10/10/2006

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title DP

MOFFETT, LUCINE
2006 Downing Drive
Pensacola, FL 32505

Title VP

Gossin, JAIME L
3322 Dovecote Ave
Wilmington, NC 28409

Title Secretary, Treasurer

Henthorn, KELLI M
2540 Aurora Rd
Emul, NC 28527

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	02/11/2022
2023	01/24/2023

Document Images

01/24/2023 – ANNUAL REPORT	View image in PDF format
02/11/2022 – ANNUAL REPORT	View image in PDF format
01/18/2021 – ANNUAL REPORT	View image in PDF format
02/04/2020 – ANNUAL REPORT	View image in PDF format
03/22/2019 – ANNUAL REPORT	View image in PDF format
01/25/2018 – ANNUAL REPORT	View image in PDF format
03/22/2017 – ANNUAL REPORT	View image in PDF format
02/10/2016 – ANNUAL REPORT	View image in PDF format
03/11/2015 – ANNUAL REPORT	View image in PDF format
02/26/2014 – ANNUAL REPORT	View image in PDF format
10/25/2013 – Name Change	View image in PDF format
01/21/2013 – ANNUAL REPORT	View image in PDF format
02/17/2012 – ANNUAL REPORT	View image in PDF format
01/26/2011 – ANNUAL REPORT	View image in PDF format
01/19/2010 – ANNUAL REPORT	View image in PDF format
02/03/2009 – ANNUAL REPORT	View image in PDF format
01/21/2008 – ANNUAL REPORT	View image in PDF format
02/07/2007 – ANNUAL REPORT	View image in PDF format
10/10/2006 – REINSTATEMENT	View image in PDF format
01/27/2005 – Foreign Profit	View image in PDF format

ESCAMBIA COUNTY BUSINESS TAX RECEIPT

Scott Lunsford
Escambia County Tax Collector

EMPLOYMENT AGENCY

BLUE ARBOR INC

P O BOX 12780
NEW BERN, NC 28561

2023 / 2024

EXPIRES: SEPTEMBER 30, 2024

BUSINESS: BLUE ARBOR INC

ACCOUNT NO:608906

OWNER NAME: MOFFETT LUCINE W

LOCATION: 913 GULF BREEZE |GROUP TYPE: 47146 TOTAL: 26.25

Paid 08/04/2023 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Scott Lunsford · Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

To renew, verify, or make address changes to your Business Tax Receipt, visit our payment center at EscambiaTaxCollector.com.

Contact our office by email at ectc@EscambiaTaxCollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

All business tax receipts expire September 30 of each year.

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business. This provision also applies to fire sales.

BUSINESS OWNER: You may be eligible to use the installment plan to help manage your cash flow and pay your tangible personal property taxes. More information is available at EscambiaTaxCollector.com.

A business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.


Lucine Moffett
Owner / President
Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. / TESI Screening, Inc.
Vice President Human Resources
Jaime Gossin
Treasurer Contracting
Kelli Henthorn
Director of Operations
Kate Cleland
Branch Manager
Tracy Beach
Contract Specialist
Cindy Simmons
Marketing Specialist
John Ipock
Director of Screening
Pam Kornegay
Payroll Specialist
Tara Frazier
Staffing Specialists
multiple
Drug/Background Screening Specialist(s)
multiple
Accounting Clerk(s)
multiple
Staffing Coordinator(s)
multiple
Onsite Screening Technician(s)
multiple

BLUEARB-01 MKGREGOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Towne Insurance Agency, LLC 105 E. Arlington Blvd Suite B & C Greenville, NC 27858	CONTACT NAME: PHONE (A/C, No, Ext): (252) 756-8300 FAX (A/C, No): (252) 756-9092 E-MAIL ADDRESS: Info@towneinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co. — 18058
INSURED Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. P. O. Box 12780 New Bern, NC 28561	INSURER B : Prescient National Insurance Company — 12773
	INSURER C : Trisura Specialty Insurance Company — 16188
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2500046	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Agg 3mi						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: per proj agg cap $3mil if required						PROFESSIONAL	$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK2500046	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			PHUB844690	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC100000810123	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime			PHPK2500046	1/1/2023	1/1/2024	Employee Theft	1,000,000
C	Cyber/Technology E&O			ATB-6616031-02	1/1/2023	1/1/2024	$1,000,000 agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured Copy Only
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Madison Taylor

ACORD 25 (2016/03)

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TAB 7: ADDENDA

- Addendum #1 was issued on September 6, 2023 and accepted
- Addendum #2 was issued on September 8, 2023 and accepted
- Addendum #3 was issued on September 13, 2023 and accepted
- Addendum #4 was issued on September 13, 2023 and accepted

OPEN

Temporary Personnel Services

Last updated by Addendum #4 on Sep 13, 2023 3:30 PM

Request For Proposal

Procurement & Contracting Services Division

Project ID: 2023-207

Release Date: Wednesday, August 30, 2023

Due Date: Wednesday, September 27, 2023 2:30pm

Posted Wednesday, August 30, 2023 8:00am

All dates & times in Eastern Time

Draft Response | No Bid

Time Remaining: 5 days, 22 hours, 20 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	4
Addenda	4
Notices	0

Addendum #1

Sep 6, 2023 2:06 PM

1. When is the anticipated start date?

The current contract expires February 28, 2024.

2. Does this venture require bonding?

No.

3. Are bidders required to have an office in a certain radius?

No

4. What is the anticipated cost of this venture?

It is on an as needed basis. There is no way to determine a cost.

5. How many temporary employees are needed to fill these roles?

Temporary services are on an as needed basis.

6. What are the pay rates or does vendor determine pay rates?

Please look at attachments. The rates are negotiated with a percentage up charge.

7. Are vendors required to bid to fill all positions?

No

8. Are there specific certifications or state registrations required to bid on this venture?

Proposer must be licensed and insured.

9. Are vendors able to acquire state certifications directly following being awarded this contract?

No certifications must be included with proposal.

10. What is the anticipated award date for this contract?

The anticipated award date is sometime in January.

Addendum #2

Sep 8, 2023 11:10 AM

1. Can you please elaborate on what license do we need to submit with the bid response?

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
2. Do we need to be licensed to do business in the City of Stuart to submit a response to the bid?
Only if your business is located in Stuart.
3. Do we need to be licensed to do business in the State of Ohio to submit a response to the bid?
You must be licensed in the State of Florida.

Addendum #3

Sep 13, 2023 12:25 PM

1. How many awards will be rewarded? If unknown, will there be multiple awards?

It is unknown we like to award to multiple firms to keep our options open. We currently have three different vendors we utilize.

Addendum #4

Sep 13, 2023 3:30 PM

1. If this is not a new venture, what was the previous costs for these services?

The expenditures for theses services are about $50,000 a year.

No Notices Have Been Issued

REQUEST FOR PROPOSAL

2023-207

TEMPORARY PERSONNEL SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

RESPONSE DEADLINE: September 27, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/stuartfl

City of Stuart

REQUEST FOR PROPOSAL

Temporary Personnel Services

I. Advertisement .....

II. Introduction .....

III. Instructions To Bidders .....

IV. General Information .....

V. ARPA Terms and Conditions .....

VI. Scope of Work .....

VII. Evaluation Phases .....

VIII. Vendor Questionnaire .....

Attachments:

A - Price propsal form

B - FEMA_TERMS_AND_CONDITIONS_-1

1. ADVERTISEMENT

Proposals for Temporary Personnel Services will be received by the City of Stuart at the https://procurement.opengov.com/portal/stuartfl until Wednesday, September 27, 2023 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at https://procurement.opengov.com/portal/stuartfl. If not submitting electronically then an original, three (3) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2023-207. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal https://procurement.opengov.com/portal/stuartfl or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2023-207: Temporary Personnel Services

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

2.2. Contact Information

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: (772) 288-5320

Department:
Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	August 30, 2023
Question Submission Deadline	September 15, 2023, 4:00pm

Proposal Submission Deadline	September 27, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 262 965 217 947 Passcode: 5rexNn Download Teams | Join on the web Or call in (audio only) +1 872-242-8065,,156622552# United States, Chicago Phone Conference ID: 156 622 552# Find a local number | Reset PIN Learn More | Meeting options

3. INSTRUCTIONS TO BIDDERS

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, three (3) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:
To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

3.2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications
Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Proposer must provide details of comparable experience within the past five years, specializing in employment/staffing services. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time for placement of service, location of their project team, corporate structure, ownership interest, and the length of company's existence. Describe how the firm shall provide competent able bodied personnel sufficient to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience, skill and education that must be 18 years or older.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional

information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Servicing Procedures

Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors and employee leasing firms to conform to all requirements for insurance contained herein.

Tab 5 ~ References

Provide a minimum of three (3) satisfactory references of similar accounts and size within the past three (3) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

Tab 6 ~ Optional Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 7 ~ Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. GENERAL INFORMATION

4.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/stuartfl. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

4.4. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

https://secure.procurenow.com/portal/stuartfl. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, September 27, 2023

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:
Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at https://secure.procurenow.com/portal/stuartfl

4.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.8. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

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 professional and/or subcontractor providing such insurance.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence $2,000,000
Personal/advertising injury $1,000,000
Products/completed operations aggregate $1,000,000
General aggregate $3,000,00
Fire damage $100,000 Any 1 fire
Medical expense $10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than $1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

A. The name of the insured contractor, the specified job by name and job number, 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 and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.

D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.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.

4.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of thirty-six (36) months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.11. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.12. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

4.13. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

4.14. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
    a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
    b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
    c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
    d. A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.15. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

4.18. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Ctiy for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. CONTRACT AWARD

All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

4.25. CONTRACT TERM

At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Non Exclusive Contract: Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.26. CONTRACT AMENDMENT

The City may require additional positions not specifically identified in the contract. The Proposer agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Proposer.

4.27. STANDARDS/REGULATIONS

The City reserves the right to request documentation of Proposer's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Proposer services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

4.28. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.29. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
B. Business Tax Receipt Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

4.30. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.31. DEFAULT

In the event that the Proposer cannot respond adequately to the needs of the City, the Proposer shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Proposer. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Proposer under this Contract.

4.32. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposers, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposers firm must have a minimum of three years comparable experience, specializing in employment/staffing services.

B. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

C. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.

D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.

E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

Qualified Employees: All temporary employees provided by the proposer shall be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel from the successful proposer(s) assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

Employees are Responsibility of Proposer: Proposers will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The proposer shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under the resulting contract will be provided with and shall follow all policies and procedures of the City.

Proposer shall;

A. Make necessary payroll deduction and corresponding tax insurance payments.
B. Strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law.
C. Supply State Unemployment insurance and Workers Compensation insurance for all temporary employees provided to the City pursuant to this Contract.
D. Maintain a pool of temporary employees to provide City's temporary employment staffing needs.

Proposer shall provide the following documents to the City's Human Resources Department for prior approval for all temporary employees at the **proposers** expense to include the following:

A. Results of 10 panel test for pre-employment drug screening
B. Authorization to work in the US
C. Statewide criminal check (minimal of 7 years) / background check
D. Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states)
E. Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
F. Education verification

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement. Should it be determined that work cannot be completed during the course of standard work week hours, the Proposer shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

Upon completion of services, the City reserves the right to request the Proposer's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their staff has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor or their designee and submitted to the City.

4.36. TIMESHEETS, INVOICING AND PAYMENT

Timesheets: The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

Invoicing: A weekly invoice shall reflect the type of position, date worked, hourly paid to employee by the Proposer, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany invoice.

Payment: Payment will be paid upon completion and acceptance of the work, net 45 days. Invoices will be checked to confirm compliance with timesheet. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, temporary to permanent charge shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

The term "Professional", as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional's under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the "2CRF 200 Requirements") shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

F. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

    a. Procure or obtain;

    b. Extend or renew a contract to procure or obtain; or

    c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein. These services are on an as needed basis.

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience, knowledge and qualifications** • Expertise of human resources • Qualifications & experience of the firm relevant to the Scope of Work • Availability of qualified personnel • Ability to meet set standards • Previous contracting experience with the City and other governmental agencies	Points Based	30 *(30% of Total)*
2.	**Quality of Services** • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully • High quality level of services to be provided to City	Points Based	30 *(30% of Total)*
3.	**References**	Points Based	10 *(10% of Total)*
4.	**Fee** • Percentage of Markup over hourly rate • Any other Costs	Points Based	30 *(30% of Total)*

8. VENDOR QUESTIONNAIRE

8.1. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do herby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.2. Safety Standards Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Safety_Standards_Certificat...

*Response required

8.3. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

*Response required

8.4. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

*Response required

8.5. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

*Response required

8.8. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%
2	Laborer I	%
3	Laborer II	%
4	Custodian	%
5	Sanitation Worker	%
6	Office Assistant	%

Company Name _____

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no

circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers

and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s.

200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

K. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order

12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR

Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

W. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. Subcontracts.

(Applicable to all FEMA contracts)

FEMA CONTRACT TERMS

Groundskeeper: Performs manual labor in the maintenance and upkeep of grounds using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: assists in the maintenance and repair of playgrounds, ball fields, park buildings and structures such as restrooms, tennis and racquetball courts, running track and playground equipment. Mows, waters, places sod, rakes, trims, hedges, edges, cleans restroom, picks up trash and litter. Trims trees, operates lawn tractors, mowers, saws, clippers and other hand tools used in maintenance work.

Laborer I: Performs manual labor in the cleaning and maintenance of municipal property using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: performs minor maintenance and repair of all streets, sidewalks, and byways in the city, hand sweeps sidewalks and streets, trims vegetation, mows (walk behind lawn mower), edges, trims trees, cleans city buildings and offices, cleans trucks, puts up and removes signs, removes dead animals from city streets, digs levels and spreads fill, rock and sand.

Laborer II: Performs manual labor in the cleaning and maintenance of municipal property using a variety of hand tools, power tools and equipment. Functions of this job may include, but are not limited to: operates mowers (walk behind lawn mower), edgers, clippers, saws, and other hand and power tools used in municipal maintenance, mechanical tools, and paint strippers, cuts grass, edges and trims bushes, cleans ponds and soften basins, maintains street and roads, cleans and/or repairs catch basins, swales, curbs, gutters, repairs sidewalks and other similar concrete facilities and structur s, performs general maintenance in offices, cleaning, moving furniture and changing light bulbs.

Custodian: Performs manual and custodial work in the cleaning and routine maintenance of city facilities and grounds. Functions of this job may include, but are not limited to: cleaning and maintaining offices and restrooms, performing general grounds maintenance around entrances and related custodial duties, cleans, vacuums, dusts offices and restrooms, cleans air filters and vents, sweeps, strips, mops waxes and buffs floors, washes windows, empties trash cans, sorts materials for recycling program, dusts and polishes furniture, woodwork and shelves, stocks offices and restrooms with appropriate supplies, prepares facilities for meeting and related functions, sets up chairs, tables podiums and other required furniture or fixtures, locks or unlocks doors, and performs routine maintenance of city facilities including minor ground maintenance.

Sanitation Worker: Assists in the collection of vegetation, bulk item, and recycling pick up of residential and commercial sanitation customers. Functions of this job may include but are not limited to: operates hydraulic actuators only, operates a variety of small equipment, assembling of refuse containers, abandoning septic tanks systems, maintaining city property by mowing (walk behind lawn mower) and weed eating (weed eaters), cleaning of trucks, refuse containers, restrooms, and other equipment. Work shall take place on public roads, rights of ways, and City parks. At times this position may involve heavy physical lifting ad carrying of items weighing over 50 pounds. May also involve walking over rough and/or uneven surfaces, bending, and stooping. This position involves outside work that is performed in a variety of weather conditions.

Office Assistant: Performs basic clerical functions not requiring specialized knowledge of systems and procedures. May include photocopying, collating, mailing functions, sorting and distributing mail, filing, answering telephones, receiving visitors, and assembling of documentation. Typing speed minimum 30-45 wpm with accuracy.

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 30%
2	Laborer I	% 30%
3	Laborer II	% 30%
4	Custodian	% 30%
5	Sanitation Worker	% 35%
6	Office Assistant	% 25%

Company Name BLUE ARBOR INC

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

BLUEARB-01 DJSHOPSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Madison Taylor	
Towne Insurance Agency, LLC 105 E. Arlington Blvd Suite B & C Greenville, NC 27858	PHONE (A/C, No, Ext): (252) 756-8300	FAX (A/C, No): (252) 756-9092
	E-MAIL ADDRESS: mtaylor2@towneinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED	INSURER B : Prescient National Insurance Company	12773
Blue Arbor, Inc. / Atlantic Gulf Coast Contracting, Inc. P. O. Box 12780 New Bern, NC 28561	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		PHPK2500046	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Agg 3mi						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: per proj agg cap $3mil if required						PROFESSIONAL	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2500046	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			PHUB844690	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		WC100000810123	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime			PHPK2500046	1/1/2023	1/1/2024	Employee Theft	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Number and Name: 2023-207, Temporary Personnel Services

The City of Stuart is included as Additional Insured for General Liability including completed operations on a primary & noncontributory basis if required by written contract in accordance with Endt. PI-GLD-TS 11/15 attached.

CERTIFICATE HOLDER

City of Stuart, Florida
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise Shopkin

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: TEMPORARY STAFFING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	$30,000	3
Medical Payments	$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	$2,500	4
Supplementary Payments – Loss of Earnings	$500 per day	4
Employee Indemnification Defense Coverage	$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

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Staffing Services Exclusions	Clarification	7
Staffing Services Definitions	Clarification	8

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and

   c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**; and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

B. Expected or Intended Injury – Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, Paragraph **a. Expected Or Intended Injury** is deleted in its entirety and replaced by the following:

   a. **Expected Or Intended Injury**

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph **b. Contractual Liability** is amended by adding the following:

Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000.

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This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

D. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or

   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, Paragraph **a.**, Item **(b)** is amended to read:

   (b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph **e. Athletics Activities** is deleted in its entirety and replaced with the following:

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e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

b. The limit for the cost of bail bonds is changed from $250 to $2,500; and

d. The limit for loss of earnings is changed from $250 a day to $500 a day.

I. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

a. Coverage under this provision is afforded until the end of the policy period;

2. Each of the following is also an insured:

a. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

b. Blanket Additional Insureds When Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

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c. **Interns –** Your interns only while performing duties related to the conduct of your business.

d. **Contractors –** Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.**a. the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

   a. You, if you are an individual;

   b. A partner, if you are a partnership; or

   c. An "executive officer" or insurance manager, if you are a corporation.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.** b. the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   a. You, if you are an individual;

   b. A partner, if you are a partnership; or

   c. An "executive officer" or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

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of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is amended to read:

"Bodily injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph **14.**, Item **b.** is revised to read:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph **14.** is amended to include the following:

"Personal and advertising injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured; or

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item **4. Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

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This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion **k.** does not apply.

2. Exclusions **a.**, **b.**, **e.**, **f.**, **g.**, **h.**, **i.**, **l.**, and **p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.

3. The following exclusions are added to Paragraph **2. Exclusions**:

   Actions Or Activities Of PEO Worker

   "Personal and advertising injury" arising from the actions or activities of any "PEO worker".

   Professional Services Exclusion

   "Personal and advertising injury" due to the rendering of or failure to render any professional service.

   Wrongful Acts

   "Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

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"CONTRACT"

CONTRACTOR: **E.L.M STAFFING, LLC DBA EXPRESS EMPLOYMENT PROFESSIONALS**
900 E. PRIMA VISTA BLVD., SUITE 100
PORT SAINT LUCIE, FLORIDA 34952

PROJECT: RFP# 2023-207: Temporary Personnel Services

THIS CONTRACT (hereinafter referred to as "Contract"), made and entered into on this ____ day of January, 2024 by and between **E.L.M Staffing, LLC DBA Express Employment Professionals**, a Florida for profit corporation, **900 E. Prima Vista Blvd., Suite 100 Port Saint Lucie, Florida 34952** (hereinafter referred to as "Contractor"), and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, (hereinafter referred to as "City").

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides temporary staffing for employers; and

WHEREAS, City desires to hire Contractor to fill temporary staffing needs for the City; and

WHEREAS, Contractor is willing and able to provide temporary staff to perform the Work for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the Work for the agreed amount as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Personnel Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Personnel Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Markup Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employees who are qualified and able bodied personnel on an as-needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for services in accordance with Contractor's pricing schedule formalized in "Exhibit C-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the City.

2.2 Invoices

Contractor shall provide to City a weekly invoice containing the following information for each temporary personnel: (a) type of position, (b) date(s) worked, (c) hourly amount paid to employee by the Contractor, (d) hourly billable labor rate charged to City, (e) hours worked by temporary personnel, and (f) identity of City's supervisor over temporary personnel. In addition, Contractor shall provide a copy of the approved time sheet signed by the City with the invoice.

2.3 Payment

After completion of work and receipt of invoice, the City shall pay Contractor within forty-five (45) days. If the City receives any invoice which is incomplete or inaccurate, the City shall notify Contractor of said incompleteness or inaccuracies within a reasonable period of time. The deadline for any

payment shall be tolled during the period of time that it takes Contractor to provide a cured invoice. The City has the option of making payments by check, preferred method is Automated Clearing House (ACH) electronic network for financial transactions with authorization.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

All of the Contractor's personnel assigned to the City must be qualified to perform the work as outlined in the job description(s) provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsible employer for the temporary personnel during the time they are assigned to work at the City. All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The Contractor's personnel utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a dedicated account manager to the City's account. Said account manager shall be readily available to administer the terms of this Agreement for Contractor on a day-to-day basis. Contractor's account manager is responsible to keep the City informed of the Contractor's personnel's activities, oversee all work performance, process placement requests, issue resolution and coordination of services.

If at any time the assigned account manager is replaced during the term of this Contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment

compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

There shall be no restrictions, time limitation, fees or penalties placed upon the City or its personnel assigned to the City in regards to the City's direct hiring of any of Contractor's personnel assigned to the City under this Contract.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City with five business days of the City's request. Refusal to do so shall constitute a material breach of this Contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet any performance requirement(s) under this Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if hit should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement

of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Temporary to Permanent Fees

In the event that the City employs a temporary employee, temporary to permanent charge shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination

or harassment, unpaid wage claims or in any way arising from or related to a failure to offer health coverage to Personnel which failure results in the assessment of a penalty against Employer, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IV. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A - Proposal as Submitted by Contractor and Accepted by City

Exhibit B - Original Request for Proposal as Issued by City, including all Addenda.

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

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IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGET, ESQ.
CITY ATTORNEY

CONTRACTOR

witness

witness

(Signature)

Mike England
Printed Name

Owner, Treasure Coast
Title

September 26, 2023

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Attn: Alaina Knofla

On behalf of Express Employment Professionals, I am pleased to present the City of Stuart with our response to the Temporary Personnel Services Request For Proposal (RFP) for 2023 to 2027.

ELM Staffing dba Express Employment Professionals is a locally owned Franchise dedicated to the temporary and direct hire requirements for the Treasure Coast since 2017. With Express, over 800 offices serve clients throughout the United States, but the City of Stuart gets the dedicated support of both local ownership and team to respond timely and are well equipped to support all the temporary requirements outlined in the RFP. Specifically, our Book of Business over the past 3+ years, is 60% Light Industrial, which represents the 5 of the 6 roles outlined in this Proposal. 30% is Office Services which makes up that 6th role outlined, and the last 10% is Professional and Skilled Trades.

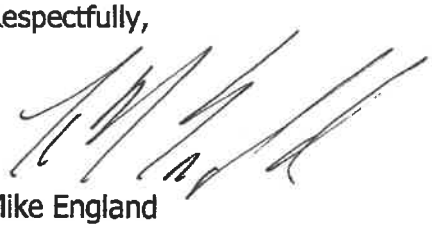
Express has enjoyed the opportunity to serve the City of Stuart over the past RFP cycle with a primary emphasis on the Sanitation Department. However, Express has also provided Custodians and Laborers/Ditch Diggers. We look forward to continuing to partner with the City of Stuart for all the identified roles in this RFP bid.

It is our objective to provide the City of Stuart with cost-effective Temporary Service solutions that will continue to support the talent required in your workforce. We have demonstrated a record of delivering the quality talent and reliable services that stay within budgetary requirements. We have a history of managing large numbers of talent, processing payroll in a timely manner, supplying the reports needed for City records, and managing the employee relations of our workforce. We remain confident

that our solution has met and will continue to meet or exceed the City of Stuart's requirements.

Express will carry out all contract responsibilities in a highly professional and successful manner to which all our clients have become accustomed. Please contact me should you have any questions or need additional information.

Respectfully,



Mike England
Owner, Treasure Coast
Express Employment Professionals

Tab 1 – Experience/Knowledge/Qualifications

Express Employment Professionals has a full understanding of the commitment needed to fulfill the services requested by the City of Stuart in this Request For Proposal (RFP). We have a strong and current history supporting our local municipalities, to include the City of Stuart, and look forward to continuing to serve the city. We will call upon our highly skilled inventory of talent to address the outlined temporary staffing requirements outlined in this RFP.

In preparing this Proposal, our team has carefully reviewed the RFP requirements and has determined that our current processes support and can adapt to any customization. It is through this review that we have established a solid understanding of the requirements and objectives of the City of Stuart. Some of the core values of the Express Employment Professionals team include accountability, integrity, innovation, and commitment to community. We have witnessed the workforce retention outcomes of our services and have seen how they positively affect the Treasure Coast economy, community, and of course people's lives.

Express Employment Professionals, headquartered in Oklahoma, is celebrating its 40th year with well over 800 offices in the United States, and even more offices in Canada, several countries internationally. With Express, there is the power and leverage of robust corporate technology and investment, but with local ownership making specific investments dedicated to the Treasure Coast region.

Express Employment Professionals, Treasure Coast owners Mike and Lee England have been actively involved with the growth and success of the Franchise since 2017, with prior extensive experience in the investment industry. Much of that experience focused on sourcing, recruiting, and training star talent to perform within the investment industry. In addition, Mike is also actively involved in the Treasure Coast Community, serving on the Board of the Martin County Habitat for Humanity, the Board of the Treasure Coast Manufacturer's Association, and an active participant with the Treasure Coast Builders Association. Mike and Lee are very engaged in many Martin County philanthropic efforts.

In addition, the Franchise has grown and has now assembled a strong team of 9 additional team members with the skills, talent, dedication, and experience required to operate a customer focused Staffing Company supporting our clients on the Treasure Coast. In addition, while our primary office is centrally located in the Treasure Coast in Port St. Lucie, we have added an office in Martin County that allows for a more convenient talent interview option for Martin County applicants.

Karen Reeves has been with the Express Treasure Coast office since Mike and Lee opened the Franchise in 2017. Karen will continue to be your dedicated Payroll Operations professional.

Curt Jordan is our Office Manager, responsible for daily franchise operations. Prior to joining Express, Curt led Talent Acquisition and Contingent Labor (Temporary/Contract) as part of a 30+ year career leading Human Resource departments and professionals.

Rachael Oliver reports to Curt and will continue to serve as the dedicated Employment Specialist for the City of Stuart. Rachael has served in this capacity for the past 2 years. Prior to joining the Express team, Rachael spent 12 years in a management capacity at a medical center responsible for interviewing, hiring, and onboarding a team of 20+ ongoing staff members.

Express Employment Professionals is engaged in most National and Regional Staffing Associations.

In summary, Express Employment Professionals will carry out all contract responsibilities with the City of Stuart in the same highly professional, successful manner to which our clients have become accustomed. We will draw on the successful working relationships we have built on the Treasure Coast to deliver the City of Stuart unparalleled service and support. We offer the City of Stuart a truly best-in-class solution designed to meet your needs now and into the future. Or team stands ready to serve and continue to be your solution for unsurpassed customer service.

Tab 2 – Servicing Procedures

Express Employment Professionals offers strengths that make us uniquely positioned to fil the Temporary needs of the City of Stuart:

1. Express is transparent and a neutral vendor. All aspects of our services, including pricing data, is presented to, and controlled by, our local Treasure Coast office,
2. A focus on quality control that includes producing management reports and conducting regular workforce quality checks by phone and in person with leadership on-site,
3. We are an experienced Temporary Employee vendor with proven local results; and
4. Express Employment Professionals is a service-oriented company, offering a package that is capable of expanding services when additional workforce is required.

Contractor Obligation:

- Respond within four (4) hours after initial request to review the requirement and develop a time for placement.
- Pre-employment 10-panel drug screening
- Authorization to work in the United States (I-9 and e-Verify)
- Statewide criminal check (7-year) / background check (able to customize)
- Nationwide Criminal/Discover (check state criminal records and sexual predator databases for all states)
- Positions associated with children services require finger printing and criminal records search (recreation aide, recreation leaders)
- Education verification when required
- Assessment of skills and tutorial offering to associates
- Resume writing assistance (as needed)
- Weekly payroll and time sheet verification
- Worker's Compensation coverage
- Benefits offering of medical, dental, vision, STD and life insurance
- Sourcing, interviewing, maintaining talent pool and placement

We value all lines of communication, and our team is readily available to respond to inquiries whether by phone, email, text, or in-person. Upon conception of job orders, Express will communicate an agreeable expected time to fill and then inquire, interview, or follow placement procedures. In the event, an associate does not perform satisfactorily, we will replace within a 4-hour window providing the City of Stuart advises us as soon as possible.

Timesheets, Invoicing and Payment:
Time is recorded weekly starting Monday through Sunday. Timecards are processed on Monday and associates paid the following Friday. Associates have the option of direct deposit, debit card, or a live check.

A weekly invoice will reflect the type of position, date(s) worked, hours worked, hourly bill rate, and a copy of the approved time sheet signed by a City Supervisor will accompany each invoice. For your convenience, you may also remit payment on our site at https://www.expresspros.com/FranchiseSite/Employers/Workforce-Management-Tools/Default.aspx

For your convenience, her is condensed example of what we supply to you today:

Express EMPLOYMENT PROFESSIONALS

City of Stuart EMF

Payroll related services, please pay from this invoice.
2052-102263/San Account # 20520079

Invoice Date 9/19/2023 Page: 1 of 1
Invoice Number 29651146

	item	summary
City of Stuart San - Sanitation- Jeff & Mike Sapp Department C004A - Sanitation Worker Purchase Order#: 10557 King, Gamal-Nasser Moabi 9/17/2023 Regular Time 33.00 hours @ $21.00 per hour	$693.00	

Express EMPLOYMENT PROFESSIONALS

City of Stuart / Sanitation- Jeff & Mike Sapp San
Total Timecards: 1

Overview

Week Ending	Regular Time	Overtime	Double Time
9/17/2023	33.00	0.00	0.00

Timecards Approved By

Approved By: msapp@ci.stuart.fl.us

Associate Name: Gamal-Nasser M. King Sanitation Worker-Day Shift Job Order #: C004A Week Ending: 9/17/2023

Day-Date	Time In	Breaks	Time Out	Regular Time	Overtime	Double Time
Mon-9/11/2023	6:00 AM	12:00 PM - 12:30 PM	4:30 PM	10:00	0:00	0:00
Tue-9/12/2023	12:00 PM	-	4:30 PM	4:50	0:00	0:00
Wed-9/13/2023	6:30 AM	12:00 PM - 12:30 PM	4:30 PM	9:50	0:00	0:00
Thu-9/14/2023	6:30 AM	2:15 PM - 2:45 PM	4:00 PM	9:00	0:00	0:00
Fri-9/15/2023	-	-	-	0:00	0:00	0:00
Sat-9/16/2023	-	-	-	0:00	0:00	0:00
Sun-9/17/2023	-	-	-	0:00	0:00	0:00
Approved On: 09-18-2023			Weekly Totals	33:00	0:00	0:00

All the previously mentioned services are configured or customized to meet the individual needs of our clients; for some clients, we constructed new programs, processes, and system solutions from the ground up within very tight timeframes. Express Employment Professionals is continuously looking to improve and expand the services we offer and provide maximum value and expertise to our clients.

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 35
2	Laborer I	% 30
3	Laborer II	% 30
4	Custodian	% 35
5	Sanitation Worker	% 40
6	Office Assistant	% 38

Company Name ELM Staffing dba Express Employment Professionals

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

CERTIFICATE OF LIABILITY INSURANCE

10/1/2024 | DATE (MM/DD/YYYY): 9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : National Union Fire Ins Co Pitts. PA	19445
INSURED 1352730	EXPRESS SERVICES, INC. DBA: EXPRESS EMPLOYMENT PROFESSIONALS 9701 BOARDWALK BLVD. OKLAHOMA CITY OK 73162	INSURER B : --- SEE ATTACHMENT ---	
		INSURER C : AIG Specialty Insurance Company	26883
		INSURER D : ACE American Insurance Company	22667
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15808114 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X STAFFING SERVICE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	GL 9575241	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 1,000,000 $ 20,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	AL 7281033	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	38178823	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SEE ATTACHED POLICY #'S	10/1/2023	10/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	CRIME/FIDELITY	N	N	14680029	10/1/2023	10/1/2024	CRIME/FIDELITY: $5,000,000 PER CLAIM	
D	STAFFING E&O COVERAGE			D01853211	10/1/2023	10/1/2024	E&O OCC/AGG: $10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL INSURANCE CARRIERS SHOWN ON THIS CERTIFICATE HAVE AN A.M. BEST RATING OF A XV OR BETTER UNLESS OTHERWISE NOTED. LOCATION: 2052 - PORT SAINT LUCIE FL / TYPE OF COMPANY: MUNICIPALITY / JOB DESCRIPTION: FILE CLERK, SANITATION, JANITORS.
CITY OF STUART IS LISTED AS AN ADDITIONAL INSURED AS RESPECTS TO WORK PERFORMED BY TEMPORARY ASSOCIATES, AS PER WRITTEN CONTRACT AND/OR STAFFING AGREEMENT, EXCEPT FOR NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OF STUART. ADDITIONAL INSURED DOES NOT APPLY TO WC, E&O OR FIDELITY.

CERTIFICATE HOLDER

15808114
CITY OF STUART
ATTN ALAINA KNOFLA
121 SW FLAGLER AVE
STUART FL 34994

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Express Services, Inc.
Workers Compensation Policy Schedule:
Policy periods: 10/1/2023 - 10/1/2024

AIU Insurance Company
Policy No. WC049154383
NAIC# 19399
States Covered: AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY

AIU Insurance Company
Policy No. WC049154384
NAIC# 19399
States Covered: CA

AIU Insurance Company
Policy No. WC049154385
NAIC# 19399
States Covered: WI

AIU Insurance Company
Policy No. WC049154386
NAIC# 19399
States Covered: PA

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. XWC1647743
NAIC# 19445
States Covered: OH

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. XWC1647444
NAIC# 19445
States Covered: WA

City of Stuart

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: City of Fort Pierce			
Address 100 North US Highway 1			
City Fort Pierce ,	State FL	Zip Code 34954	
Contact Name: Karen Logue	Title: Chief Accountant		
Phone No: 772-467-3764 Fax:	Email: klogue@city-ftpierce.com		
Date of Service or Contract Period: Current	Location Fort Pierce		
Summary of Services Performed various / many	Governmental or Private Gov't		

#2 REFERENCES

Company/Entity Name: Kerns Construction			
Address 1680 SW Bayshore Blvd, Suite 226			
City Port St. Lucie ,	State FL	Zip Code 34986	
Contact Name: Jackie Kerns	Title: CFO		
Phone No: 772-529-1734 Fax:	Email: jkerns@kernsconstruction.net		
Date of Service or Contract Period: Current	Location Port St. Lucie		
Summary of Services Performed Skilled Labor	Governmental or Private Private		

#3 REFERENCES

Company/Entity Name: Electrical Connections			
Address 1205 SE Dixie Cutoff Road			
City Stuart ,	State FL	Zip Code 34994	
Contact Name: Mike Pettengill	Title: Owner		
Phone No: 772-283-5792 Fax:	Email: Mike@eleconnections.com		
Date of Service or Contract Period: Current	Location Stuart		
Summary of Services Performed Skilled Labor	Governmental or Private Private		

Company Name Express Employment Professionals

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company
E.L.M. STAFFING, LLC

Filing Information

Document Number	L16000174668
FEI/EIN Number	81-3640288
Date Filed	09/19/2016
State	FL
Status	ACTIVE

Principal Address

900 E. PRIMA VISTA BLVD
SUITE 100
PORT ST LUCIE, FL 34952

Changed: 04/04/2017

Mailing Address

900 E. PRIMA VISTA BLVD
SUITE 100
PORT ST LUCIE, FL 34952

Changed: 04/04/2017

Registered Agent Name & Address

LOZEAU, LOUIS E, JR.
1002 SE MONTEREY COMMONS BLVD
100
STUART, FL 34996

Authorized Person(s) Detail

Name & Address

Title MGR

ENGLAND, THOMAS M
1670 SW PROSPERITY WAY
PALM CITY, FL 34990

Title MGR

ENGLAND, LEE S
1670 SW PROSPERITY WAY
PALM CITY, FL 34990

Annual Reports

Report Year	Filed Date
2021	02/22/2021
2022	04/06/2022
2023	03/29/2023

Document Images

03/29/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/22/2017 -- ANNUAL REPORT	View image in PDF format
09/19/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #5 Receipt #1021256

Type of business 7361 EMPLOYMENT (Employment Agency) Expires SEPTEMBER 30, 2024

DBA name Express Employment Services

Business E.L.M. Staffing LLC

Mailing address: E.L.M. Staffing LLC
900 E. Prima Vista Ste 100
Port St. Lucie, Fl 34952

Business location: 900 E. Prima Vista Ste 100
Port St. Lucie, Fl 34952

RENEWAL
Original tax: $15.10
Penalty:
Collection cost:
Total: $15.10

St Lucie County

I16000174668

Paid 07/13/2023 15.10 0025-20230713-044343

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

E.L.M. Staffing LLC
900 E. Prima Vista Ste 100
Port St. Lucie, Fl 34952

State of Florida
Department of State

I certify from the records of this office that E.L.M. STAFFING, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 19, 2016.

The document number of this limited liability company is L16000174668.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 29, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of March, 2023



Secretary of State

Tracking Number: 5352521394CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

REQUEST FOR PROPOSAL

2023-207

TEMPORARY PERSONNEL SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

RESPONSE DEADLINE: September 27, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/stuartfl

City of Stuart

REQUEST FOR PROPOSAL

Temporary Personnel Services

I. Advertisement .....

II. Introduction .....

III. Instructions To Bidders .....

IV. General Information .....

V. ARPA Terms and Conditions .....

VI. Scope of Work .....

VII. Evaluation Phases .....

VIII. Vendor Questionnaire .....

Attachments:

A - Price propsal form

B - FEMA_TERMS_AND_CONDITIONS_-1

1. ADVERTISEMENT

Proposals for Temporary Personnel Services will be received by the City of Stuart at the https://procurement.opengov.com/portal/stuartfl until Wednesday, September 27, 2023 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at https://procurement.opengov.com/portal/stuartfl. If not submitting electronically then an original, three (3) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2023-207. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal https://procurement.opengov.com/portal/stuartfl or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2023-207: Temporary Personnel Services

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

2.2. Contact Information

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: (772) 288-5320

Department:
Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	August 30, 2023
Question Submission Deadline	September 15, 2023, 4:00pm

Proposal Submission Deadline	September 27, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 262 965 217 947 Passcode: 5rexNn Download Teams | Join on the web Or call in (audio only) +1 872-242-8065,,156622552# United States, Chicago Phone Conference ID: 156 622 552# Find a local number | Reset PIN Learn More | Meeting options

3. INSTRUCTIONS TO BIDDERS

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, three (3) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:
To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

3.2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications
Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Proposer must provide details of comparable experience within the past five years, specializing in employment/staffing services. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time for placement of service, location of their project team, corporate structure, ownership interest, and the length of company's existence. Describe how the firm shall provide competent able bodied personnel sufficient to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience, skill and education that must be 18 years or older.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional

information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Servicing Procedures

Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors and employee leasing firms to conform to all requirements for insurance contained herein.

Tab 5 ~ References

Provide a minimum of three (3) satisfactory references of similar accounts and size within the past three (3) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

Tab 6 ~ Optional Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 7 ~ Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. GENERAL INFORMATION

4.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/stuartfl. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

4.4. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

https://secure.procurenow.com/portal/stuartfl. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, September 27, 2023

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:
Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at https://secure.procurenow.com/portal/stuartfl

4.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.8. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

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 professional and/or subcontractor providing such insurance.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence $2,000,000
Personal/advertising injury $1,000,000
Products/completed operations aggregate $1,000,000
General aggregate $3,000,00
Fire damage $100,000 Any 1 fire
Medical expense $10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than $1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

A. The name of the insured contractor, the specified job by name and job number, 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 and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.

D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.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.

4.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of thirty-six (36) months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.11. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.12. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

4.13. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

4.14. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
    a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
    b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
    c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
    d. A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.15. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

4.18. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Ctiy for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. CONTRACT AWARD

All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

4.25. CONTRACT TERM

At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Non Exclusive Contract: Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.26. CONTRACT AMENDMENT

The City may require additional positions not specifically identified in the contract. The Proposer agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Proposer.

4.27. STANDARDS/REGULATIONS

The City reserves the right to request documentation of Proposer's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Proposer services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

4.28. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.29. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
B. Business Tax Receipt Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

4.30. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.31. DEFAULT

In the event that the Proposer cannot respond adequately to the needs of the City, the Proposer shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Proposer. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Proposer under this Contract.

4.32. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposers, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposers firm must have a minimum of three years comparable experience, specializing in employment/staffing services.

B. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

C. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.

D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.

E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

Qualified Employees: All temporary employees provided by the proposer shall be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel from the successful proposer(s) assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

Employees are Responsibility of Proposer: Proposers will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The proposer shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under the resulting contract will be provided with and shall follow all policies and procedures of the City.

Proposer shall;

A. Make necessary payroll deduction and corresponding tax insurance payments.
B. Strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law.
C. Supply State Unemployment insurance and Workers Compensation insurance for all temporary employees provided to the City pursuant to this Contract.
D. Maintain a pool of temporary employees to provide City's temporary employment staffing needs.

Proposer shall provide the following documents to the City's Human Resources Department for prior approval for all temporary employees at the **proposers** expense to include the following:

A. Results of 10 panel test for pre-employment drug screening
B. Authorization to work in the US
C. Statewide criminal check (minimal of 7 years) / background check
D. Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states)
E. Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
F. Education verification

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement. Should it be determined that work cannot be completed during the course of standard work week hours, the Proposer shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

Upon completion of services, the City reserves the right to request the Proposer's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their staff has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor or their designee and submitted to the City.

4.36. TIMESHEETS, INVOICING AND PAYMENT

Timesheets: The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

Invoicing: A weekly invoice shall reflect the type of position, date worked, hourly paid to employee by the Proposer, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany invoice.

Payment: Payment will be paid upon completion and acceptance of the work, net 45 days. Invoices will be checked to confirm compliance with timesheet. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, temporary to permanent charge shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

The term "Professional", as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional's under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the "2CRF 200 Requirements") shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

F. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

    a. Procure or obtain;

    b. Extend or renew a contract to procure or obtain; or

    c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein. These services are on an as needed basis.

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience, knowledge and qualifications** • Expertise of human resources • Qualifications & experience of the firm relevant to the Scope of Work • Availability of qualified personnel • Ability to meet set standards • Previous contracting experience with the City and other governmental agencies	Points Based	30 *(30% of Total)*
2.	**Quality of Services** • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully • High quality level of services to be provided to City	Points Based	30 *(30% of Total)*
3.	**References**	Points Based	10 *(10% of Total)*
4.	**Fee** • Percentage of Markup over hourly rate • Any other Costs	Points Based	30 *(30% of Total)*

8. VENDOR QUESTIONNAIRE

8.1. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do herby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.2. Safety Standards Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Safety_Standards_Certificat...

*Response required

8.3. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

*Response required

8.4. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

*Response required

8.5. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

*Response required

8.8. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%
2	Laborer I	%
3	Laborer II	%
4	Custodian	%
5	Sanitation Worker	%
6	Office Assistant	%

Company Name _____

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no

circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers

and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s.

200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

K. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order

12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR

Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

W. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. Subcontracts.

(Applicable to all FEMA contracts)

FEMA CONTRACT TERMS

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	% 35
2	Laborer I	% 30
3	Laborer II	% 30
4	Custodian	% 35
5	Sanitation Worker	% 40
6	Office Assistant	% 38

Company Name ELM Staffing dba Express Employment Professionals

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY) 11/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1352730 EXPRESS SERVICES, INC. DBA: EXPRESS EMPLOYMENT PROFESSIONALS 9701 BOARDWALK BLVD. OKLAHOMA CITY OK 73162	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : National Union Fire Ins Co Pitts. PA — 19445 INSURER B : --- SEE ATTACHMENT --- INSURER C : AIG Specialty Insurance Company — 26883 INSURER D : ACE American Insurance Company — 22667 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 15808114 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X STAFFING SERVICE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	GL 9575241	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 1,000,000 $ 20,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	CA 7281033	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	38178823	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SEE ATTACHED POLICY #'S	10/1/2023	10/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	CRIME/FIDELITY	N	N	14680029	10/1/2023	10/1/2024	CRIME/FIDELITY: $5,000,000 PER CLAIM	
D	STAFFING E&O COVERAGE			D01853211	10/1/2023	10/1/2024	E&O OCC/AGG: $10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
ALL INSURANCE CARRIERS SHOWN ON THIS CERTIFICATE HAVE AN A.M. BEST RATING OF A XV OR BETTER UNLESS OTHERWISE NOTED. PROJECT: RFP# 2023-207 LOCATION: 2052 - PORT SAINT LUCIE FL / TYPE OF COMPANY: MUNICIPALITY / JOB DESCRIPTION: GROUNDSKEEPER, LABORER I, LABORER II, CUSTODIAN, SANITATION, AND OFFICE ASSISTANT. THE CITY OF STUART AND TEMPORARY PERSONNEL SERVICES ARE LISTED AS AN ADDITIONAL INSURED AS RESPECTS TO WORK PERFORMED BY TEMPORARY ASSOCIATES, AS PER WRITTEN CONTRACT AND/OR STAFFING AGREEMENT, EXCEPT FOR NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF STUART AND TEMPORARY PERSONNEL SERVICES. ADDITIONAL INSURED DOES NOT APPLY TO WC, E&O OR FIDELITY.

CERTIFICATE HOLDER

15808114
CITY OF STUART
121 SW FLAGER AVE
STUART FL 34994

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Express Services, Inc.
Workers Compensation Policy Schedule:
Policy periods: 10/1/2023 - 10/1/2024

AIU Insurance Company
Policy No. WC049154383
NAIC# 19399
States Covered: AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY

AIU Insurance Company
Policy No. WC049154384
NAIC# 19399
States Covered: CA

AIU Insurance Company
Policy No. WC049154385
NAIC# 19399
States Covered: WI

AIU Insurance Company
Policy No. WC049154386
NAIC# 19399
States Covered: PA

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. XWC1647743
NAIC# 19445
States Covered: OH

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. XWC1647444
NAIC# 19445
States Covered: WA

"CONTRACT"

CONTRACTOR: **TMDA LLC**
12020 SUNRISE VALLEY DRIVE, SUITE 100
RESTON, VA 20191

PROJECT: **RFP# 2023-207: Temporary Personnel Services**

THIS CONTRACT (hereinafter referred to as "Contract"), made and entered into on this ____ day of January, 2024 by and between **TMDA, LLC.**, a Florida for profit corporation, **12020 Sunrise Valley Drive, Suite 100 Reston, VA 20191** (hereinafter referred to as "Contractor"), and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, (hereinafter referred to as "City").

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides temporary staffing for employers; and

WHEREAS, City desires to hire Contractor to fill temporary staffing needs for the City; and

WHEREAS, Contractor is willing and able to provide temporary staff to perform the Work for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the Work for the agreed amount as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Personnel Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Personnel Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Markup Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employees who are qualified and able bodied personnel on an as-needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for services in accordance with Contractor's pricing schedule formalized in "Exhibit C-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the City.

2.2 Invoices

Contractor shall provide to City a weekly invoice containing the following information for each temporary personnel: (a) type of position, (b) date(s) worked, (c) hourly amount paid to employee by the Contractor, (d) hourly billable labor rate charged to City, (e) hours worked by temporary personnel, and (f) identity of City's supervisor over temporary personnel. In addition, Contractor shall provide a copy of the approved time sheet signed by the City with the invoice.

2.3 Payment

After completion of work and receipt of invoice, the City shall pay Contractor within forty-five (45) days. If the City receives any invoice which is incomplete or inaccurate, the City shall notify Contractor of said incompleteness or inaccuracies within a reasonable period of time. The deadline for any payment shall be tolled during the period of time that it takes Contractor to provide a cured invoice. The City has the option of making payments by check, preferred method is Automated Clearing House (ACH)

electronic network for financial transactions with authorization.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

All of the Contractor's personnel assigned to the City must be qualified to perform the work as outlined in the job description(s) provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsible employer for the temporary personnel during the time they are assigned to work at the City. All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The Contractor's personnel utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a dedicated account manager to the City's account. Said account manager shall be readily available to administer the terms of this Agreement for Contractor on a day-to-day basis. Contractor's account manager is responsible to keep the City informed of the Contractor's personnel's activities, oversee all work performance, process placement requests, issue resolution and coordination of services.

If at any time the assigned account manager is replaced during the term of this Contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall strictly comply with immigration and Naturalization Service reporting by

processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

There shall be no restrictions, time limitation, fees or penalties placed upon the City or its personnel assigned to the City in regards to the City's direct hiring of any of Contractor's personnel assigned to the City under this Contract.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City with five business days of the City's request. Refusal to do so shall constitute a material breach of this Contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet any performance requirement(s) under this Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if hit should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services

or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Temporary to Permanent Fees

In the event that the City employs a temporary employee, temporary to permanent charge shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, unpaid wage claims or in any way arising from or related to a failure to offer health coverage

to Personnel which failure results in the assessment of a penalty against Employer, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IV. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A - Proposal as Submitted by Contractor and Accepted by City

Exhibit B - Original Request for Proposal as Issued by City, including all Addenda.

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

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IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGET, ESQ.
CITY ATTORNEY

CONTRACTOR

(Signature)

SEKINAT A. LAWAL, D.M.
Printed Name

CEO
Title

TMDA

HR SOLUTIONS SINCE 2009

CITY OF STUART, FLORIDA.

TEMPORARY PERSONNEL SERVICES

RFP 2023-207

ABSTRACT

12020 Sunrise Valley Drive, Suite 100, Reston VA 20191

Phone: (757) 263-0440

Email: sekina@tmcompanies.us

Sekina Lawal

CEO & CHRO

TMDA

Letter of Transmittal

September 27, 2023

Dear Ms. Alaina Knofla and Members of the Selection Committee,

Tranquil Multi Dynamic Advisory LLC (TMDA) is pleased to present our proposal in response to RFP 2023-207, Temporary Personnel Services. TMDA, located at 12020 Sunrise Valley Drive, Suite 110, Reston, VA, partners with client companies in their Talent Solutions and Human Resources advisory needs. We provide a consultative approach in partnering with you and members of your team.

TMDA, an SBA-certified woman-owned small business, is an experienced federal and DOD subcontractor and teaming partner, as well as being a prime contractor. We have successful past performance supporting companies, large and small, and do so with only one goal: that our mutual client has the personnel they need, with the education, experience, licensing or certification and talent to fill the position.

This is the perfect blend of experience and practical application that makes TMDA a wise choice for your temporary personnel services. We can provide the personnel you need, when you need them, on our payroll or eventually on yours, and take the recruiting and interviewing process out of your hands. Instead, you can focus on making sure our suggested candidate is the right fit for the long term.

TMDA is committed to performing the implementation of the work within the proposed schedule. Our proposal explains our staffing process, how we would fill the vacancies, and how we would do so in a timely manner. Our Chief Executive Officer and signatory of this letter Sekinat Lawal has the authority to bind our firm. She can be reached at (757) 263-0440 or by email at sekina@tmcompanies.us.

Thank you for your kind consideration of our proposal, and we are happy to answer any questions you may have.

Sincerely,

Sekinat Lawal, CEO & CHRO, TMDA

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Tab 1. Experience/Knowledge/Qualifications

Approach to Scope of Services

TMDA has been providing recruitment services for fourteen years. We excel at developing recruitment strategies and advertising plans, especially for C-Suite and D-Level positions, that attract top talent and bring experienced and innovative professionals to the workplaces of our clients.

We at TMDA care about our employer brand and differentiate ourselves from our competitors with our employee-focused culture. We place that same level of importance on our applicants and understand that each candidate interaction is a defining moment for our collective success.

The right training. The right hire. The right future.

That is not just a tagline – it is a mission statement. We are as committed to providing the right person(s) for The City of Stuart as we are in ensuring every selected individual feels as if they are committed and supported in finding the rewarding career and future he or she is seeking as well.



Figure 1. TMDA Staffing Process

To accomplish this, TMDA will advertise, source, vet and bring forth a qualified pool of candidates for The City of Stuart team to review. We understand that:

- TMDA will work directly with City Talent Acquisition and follow all polices regulations, procedures, and practices.
- All records received by us, related to candidate searches and any impending contract(s), will be maintained in accordance with The City of Stuart's record retention schedules and policy. All records and reports either generated, prepared, assembled, or maintained in relation to the solicitation services will be available for review, inspection, and audit by The City of Stuart. Copies of such records and reports will be made available upon request.
- Position will also be posted via The City of Stuart Social Media outlets.
- TMDA is responsible for all other advertisements and costs associated with advertisements.

Our competitive advantage is our Candidate Consulting Services. We have over 1300 candidates who work with TMDA one on one for their career search, career progression. The candidates retain our services to get them to the next level matching their professional aspirations. This allows TMDA to provide a matching profile from a prescreened pool of candidates. Our database also contains several thousands of other candidates for review.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these

talents belong to locally and nationally to advertise the positions for more visibility. Sourcing strategies focuses on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

TMDA knows the critical nature of the work requested and its impact on the City's operations. Our proposed approach not only work relentlessly to fill identified vacancies and requests, but also to develop a deep bench of available and pre-vetted individuals in order to meet The City of Stuart's needs quickly. Our system also creates a partnering, collaborative dynamic between TMDA and The City of Stuart. We are not a "fill and go" agency; we do not consider ourselves successful unless both our client and our employee feel as if the placement is satisfying and mutually beneficial.

Comparable experience within the past five years, specializing in employment/staffing services include services provided to;

1. Albin Engineering Services
    a. Staffing services from 2023 to Present
2. Alexandria City Public Schools
    a. Staffing services from 2022 to Present
3. Arlington Public Schools
    a. Staffing services from 2022 to Present
4. US Department of Defense Information Services Agency (DISA)
    a. Staffing services from 2021 to Present
5. Wyoming Department of Public Health
    a. Staffing services from 2023 to Present

About TMDA

Since 2009, Tranquil Multi Dynamic Advisory LLC (TMDA) partners with Fortune 1000 companies in their Talent Solutions and Human Resources advisory needs. We provide a consultative approach in partnering with you and members of your team. Our Talent Solutions group serves as an extension of yours; thereby providing compliant growth at a scalable and sustainable rate. We have been in business since 2009 with twelve internal employees, numerous placements on our payroll until direct hire by the client, and a field of 1099 contractors at the ready. We strive to exceed your expectations by breaking barriers and changing the game. As HR Advisors, our mission is to provide HR support to start ups, small, medium, and large businesses.

We take pride in our deliverables. Only the best consultants represent TMDA. Our HR Advisors create tailored and customized solutions suitable to your organizational needs. Our support includes:

- Recruitment process outsourcing (RPO)
- Direct hire and Temporary placements
- Performance Evaluations Solutions
- Diversity, Equality Inclusion and Accessibility Initiatives (DEIA)
- Employment Placement Services
- Other tailored services customized to your organizational goals

We exhibit agility and add value to supporting startups, small, medium, and large sized companies as well as nonprofits of all sizes. Our goal is to provide services to retain your ongoing business.

- Number of Public Sector Clients: 08
- Number of Large Employee Groups (more than 5000 employees): 15

TMDA currently has offices in the Washington DC Metro Area at 1765 Greensboro Station Place 900, McLean VA 22102, and our principal office is located in Northern Virginia at 12020 Sunrise Valley Drive Suite 100 Reston VA, 20191. Both offices can be reached by calling (757) 263-0440.

WHAT WE HOLD DEAR

Our Mission

Our mission is to connect quality talent with projects they are passionate about, while helping our clients achieve mission critical deliverables to support their organizational goals.

Our Vision

Our vision is to become the most trusted Human Resources Consulting Company by providing exceptional advisory services to both our clients and our candidates through maintaining the highest standards in the process.

Our Values

TMDA follows these core values, not just within our organization, but also with our clients and employees placed with them.

- Accountability
- Empowerment
- Inclusion
- Originality
- Ubiquity
- Honesty
- Transparency

Working with TMDA means collaborating with a committed partner, focused on your success, because we realize that is also our success.

The average fill rate for 2022 is an average of 28 days. There are higher and some lower ranges, dependent on geographical location, how niche the role is, and the available candidate pool we find via Talent Neuron. The lower ranges are due to our Candidate Consulting Services (CCS), which enables us to supply candidates who are already vetted, screened, and interested in our clients' openings. TMDA stands out because of this commitment, and our desire to give not just our clients, but our placements and employees our best effort each and every day.

- **Cost**. Our prices are competitive.
- **Financial Strength**. We've been supporting startups, small businesses, and large businesses since 2009. Our financial footing is stable and more than sufficient to support our efforts with The City of Stuart.
- **Customer Service**. TMDA puts our clients first – always. Whatever you need in order to get the best possible candidates, we are willing to listen and learn. We are constantly investigating and investing in new technology and placement tools to improve service and reach.
- **Recruiting Services**. Our core capacity is executive and professional recruitment services. We build everything else around that strength to complement and augment our capabilities.
- **Consulting Services**. Our staff is extremely experienced across the human resources spectrum, and we are always here to answer questions.
- **Community Engagement**. TMDA takes time to learn about the communities our clients serve, so that we can best serve them.
- **Creation of Candidate Profiles**. Our process is very detailed and inclusive.
- **Contacts for Advertising**. TMDA supports clients across the United States, which has allowed us to develop a deep library of advertising resources and contacts.
- **Comprehensive Background Checks**. TMDA checks every detail – education, license, certification, experience, and uses a service for the deeper dives into each suggested candidate's background.

Tab 2. Servicing Procedures

Proposed Plan

As a woman-owned firm, TMDA intends to perform all services with our own in-house team, without the use of a partner or subconsultants/subcontractors. To date, TMDA has not been fortunate enough to provide services for The City of Stuart and are excited about the prospect of being able to do so in the future.

Project Management

Throughout the recruitment process, Project Manager Sekinat Lawal will be in charge of ensuring that status reports are created, maintained, and delivered to The City of Stuart designer as requested. The team will meet weekly to review the task order requirements and status is updated accurately. Topics included in the report are:

- Assessment of actual vs planned progress in completing services
- Description of tasks
- Deliverables completed to date
- Statements regarding progress towards completion of services according to schedule
- Length and cause of any delays and actions taken to resolve, mitigate and get back on schedule
- Any proposed change to services as well as reasons for the recommendation(s)

Industry Analysis

TMDA will conduct an industry analysis to better understand the present state of affairs for the fields within your organization that need staffing. The analysis will provide statistics about the market, products and services and expectations of staff within the target markets.

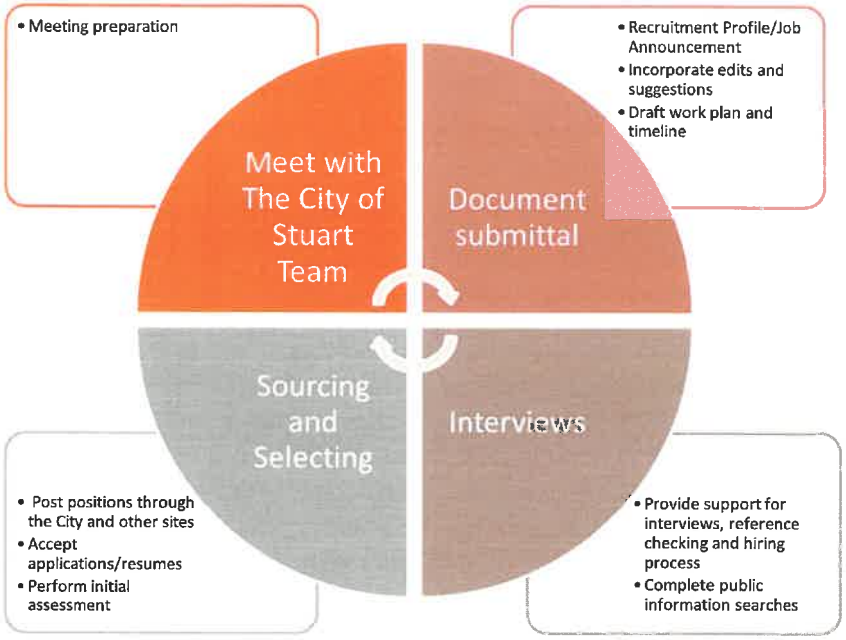
We will execute the analysis by:

- Looking at it on a local, regional, and state level, including history, present status, and trends for the future.
- Investigation of growth patterns, fluctuations, and income projections.
- An in-depth forecast.
- A look at government regulations and other specifics to The City of Stuart.
- A competitive analysis to ensure the vacancies are attractive to the best talent.
- Identification of potential limitations, risks, and opportunities.

Targeted Search and Selection

TMDA has vast experience in developing recruitment profiles, strategy, process, and stakeholder engagement. TMDA will meet with The City of Stuart to gather information about the vacancy. We will look for such items as:

- Job description
- Past recruitment documents
- Minimum qualifications for the position
- Identify ideal candidate background, characteristics, and education



Upon receipt and analysis of this information, TMDA will develop the materials for the posting(s). From there, TMDA will discuss the core competencies of the position and parameters for recruitment. As we work in partnership, we will incorporate any suggestions from The City of Stuart into our plan of action, recruitment profile and strategy. From there, we will develop a timeline that meets the objectives and needs and implement upon approval.

Ad Placements/Sourcing

TMDA will develop and present an advertising plan that details our outreach strategy and timeline. These suggestions will be based on our experience, where we have had successful work in the past, and other media and social media sources that routinely prove bountiful. Options include:

- Online ad placements
- Social media
- Internet searches
- Contacts with key professional leaders
- Peer to peer referrals
- Search of our existing candidate database
- Networking and connections with professional associations

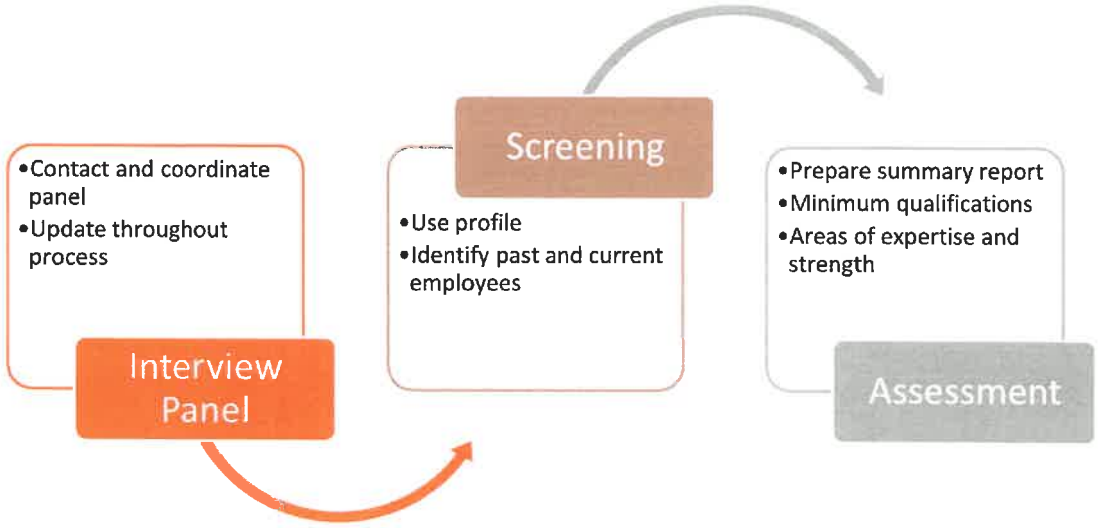
It may also include outreach to individuals that meet qualifications to see if he or she is interested in changing positions. We will also search for and suggest innovative ways to reach target fields.

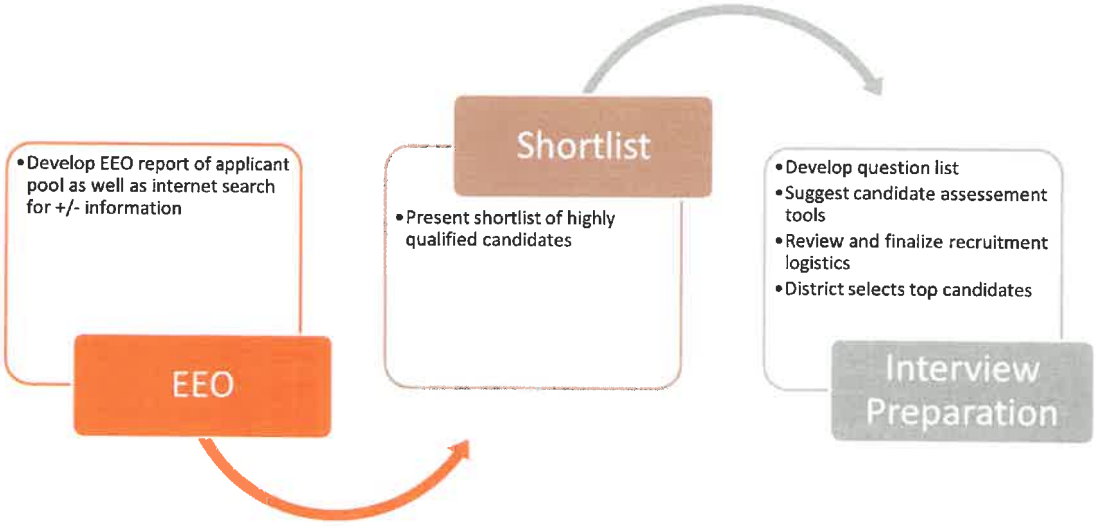
Actions	Deliverables
Develop detailed advertising plan for approval	Recruitment Advertisement Placements
Implement search strategies	Completed listing of Recruitment Advertisement placements
Execute comprehensive recruitment strategy	Advertising Plan

Preliminary Talent Screening

TMDA will screen candidates through appropriate and effective recruiting methods, providing an initial assessment of each individual in the candidate pool to develop a short list of candidates for further action.

This includes:





Organize, Participate, and Facilitate Interviews for Highly Specialized Positions

Once the shortlist has been approved, TMDA will coordinate the interviews and supervise the conduction of such with The City of Stuart personnel. This includes:

- Asking top candidates to participate in interview
- Develop selection tools
- Develop questions for approval
- Prepare Interview Rating Form
- Finalize panels and send out panel invitations
- Distribute Interview Rating form for approval
- Finalize Interview Rating Form and submit to The City of Stuart

For all positions, TMDA will schedule and conduct site or virtual interviews with The City of Stuart, panelists, and candidates.

Talent Assessment Platform (eSkill)

TMDA utilizes professional Talent Assessment Platform (eSkill) that tests hard and soft skills before candidates are sent to clients. This helps ensure the candidates have the right knowledge, thinking skills, and emotional intelligence for the vacancy, as well as personality assessments to determine how best to recognize and motivate them in their work.



Once through the process and identified as a likely candidate for referral, they are invited to take the appropriate eSkill assessment for their position.

TMDA - Leadership Assessment

eSkill
Talent Assessment Platform

eSkill Talent Assessment Platform

This is an invitation from TMDA to take our assessment, "eSkill Standard Leadership Skills."
Please visit the following link:

https://va.eskill.com/quiz/?invitation=b24f36127522bdd7

The assessment will begin only after you've logged in and read the instructions

Before you begin the assessment please verify your settings by clicking on the "Check Your System Settings" button on the assessment Login page

Alternatively, you can go to http://www.eSkill.com click Login, under 'Assessment Taker' enter the following ID b24f36127522bdd7 and select 'GO'.

This is an email sent by the eSkill application. To contact the sender send an email to operations@tmcompanies.us.

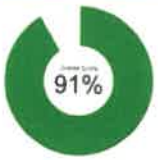
Thanks!
TMDA

Service provided by eSkill

Applicant Additional Data

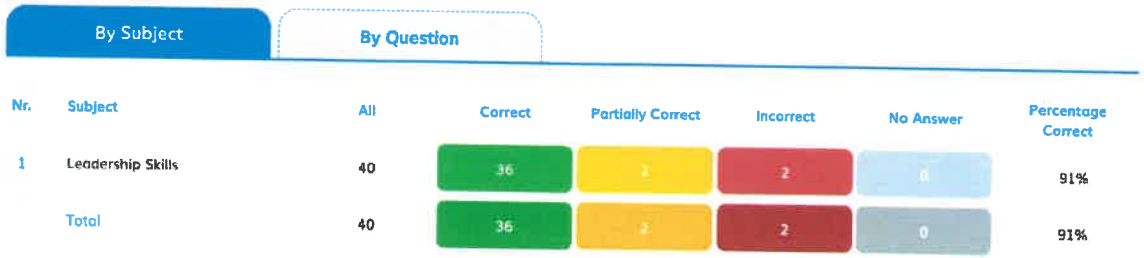
1. eSkill Standard Leadership Skills

Elapsed Time:	00:21:00
Session End:	Nov 9, 2022 4:22 PM
Passing Score per Assessment:	90%



Very strong knowledge

Once the assessment is concluded, we receive results and use those results to help select the candidate to refer.



Background and Reference Checks

TMDA conducts background and reference checks , completing verification of credentials and references, and will send the report to The City of Stuart via email. The background checks include verification of education and employment, criminal checks (county, state and federal), as well as a DMV report and credit check.

We base our operations on providing the best experience for everyone involved and are confident that The City of Stuart will not only be happy with our placements and their abilities, but also enjoy the process as well. Our reference checks include direct phone calls to references for a scheduled 30 minute detailed conversation. A transcript of the question and answers will be submitted to The City of Stuart for the selected candidate.

Every part of the recruitment and hiring process undergoes double reviews before action. The recruiter draws up the job description and other materials which are reviewed by the recruiting lead before submittal to the Project Manager for approval to post and proceed. This layered approach ensures we include all requirements and desires, follow our set procedures, and ensure quality candidates from application to offer.

Diversity and Inclusion

TMDA is dedicated to diversity and inclusion in our hiring efforts on behalf of clients and in our HR consulting division. We even have an in-house trainer and training class developed for our employees but also for companies upon request. When it comes to staffing practices for our clients, we take such steps as:

1. Review and evaluate current recruitment and interview processes and procedures.

2. Provide recommendations for modified recruitment processes and procedures to increase the use of DEI focused strategies.

3. Provide recommendations for modified interview processes and procedures to increase the use of DEI focused strategies.

4. Develop retention strategies that focus on promoting DEI in the workforce.

TMDA adheres to the Fair Labor Standards Acts in all compensation programs and payroll administration consulting recommendations. Adherence to these directives ensures the client is compliant and covered in all related aspects. Interpretation of pertinent laws, regulations, procedures, and policies is completed by the HR Specialist focused on Classification, Compensation and Benefits. The consultant ensures current position classifications are accurate for The City of Stuart. Position classifications in turn determine the compensation ranges for each position. Analyzing compensation data reduces business risks for the client.

TMDA recently led and implemented a Diversity, Equity, and Inclusion initiative at the U.S. DOL within the Office of Apprenticeship (OA) program. The initiative was initiated by order of the current administration, encouraging apprenticeship programs to become more inclusive. From emerging experience, the program was retitled DEIA to include Accessibility. TMDA worked on the strategy and planning, gained leadership approval, and then began communicating the initiative with different OA regions throughout the 50 states.

Regional Directors embraced the strategy as it pertains to their specific states and areas for improvement. TMDA HR Strategy SME led kick off meetings as well as strategic planning and implementation with the Directors. Directors were able to implement the recruiting guidelines as needed by following the outlines steps and completing recommended training.

TMDA HR Strategy SME implemented internal retention plans that includes the aforementioned in addition to internal groups for example – Women in Technology (WiT). Wellness classes were also proposed and adopted. Employees highly value a great work-life balance that includes selfcare and mental wellbeing. Our implemented programs address those needs.

	Recruitment Plan (Current Processes)	DEI Strategies (Recruitment)	DEI Strategies (Interviews)	DEI Strategies (Retention)
Purpose	To identify gaps in the current plan and process.	To recommend DEI recruitment strategies.	To recommend DEI interview processes.	To develop retention strategies that promote DEI.
Scope	The HR SME will focus on the recruitment plan review and identify gaps through benchmarking analysis using past performance procedures. Additional tasks will include reviewing pros and cons of the current plan with the immediate staff members, gathering their thoughts on what works	The HR SME will curate the best avenues to recruit diverse candidates - using past, current, and future possible openings to determine those recommendations.	The HR SME will 1) interview current hiring managers and leaders to understand their current DEI interviewing strategy and understanding of what constitutes DEI strategies 2) develop a training plan that specifically targets the missing	The HR SME will research appropriate retention strategies that have been proven to work in similar organizations. Some of these strategies include but are not limited to;

	and what does not work to ensure TMDA is targeting the main pain points in the current recruitment plan.		items but also reiterates the strong suites of the organization within the DEI interviewing realm.	developing a memorable onboarding process as part of the deliverables, a modernized recognition and awards system, upward mobility, and succession planning.
Benefits	To close the gap in the current process and improve the recruiting methodology overall in order to attract diverse talent.	Adding thought diversity from different perspectives, different experiences and different backgrounds often leads to highly innovative organizations.	Having trained and well-versed leaders and managers lead to a great candidate experience during the interview process and could be the differentiating factor that encourages the candidates to select to become a part of The City of Stuart.	The benefit of rolling out a DEI retention plan includes not only keeping the talent within The City of Stuart interested in what they do but also in how they do it. This strategy as part of the deliverable will allow the talent to add continuous value to their teams which they continue to feel valued as well.
Risks	One risk to note in this process is the potential to desire those changes not to be made. Implementing changes would help close the gap found during the initial analysis.	One risk to note in this process is the customer risks inconsistency in following specific guidelines to this approach. Following the guideline would lead to desired results.	One risk to note in this process is there might be some unconscious bias that cannot be completely wiped out but rather trimmed down to develop the open mindedness required to be successful in the DEI interviewing process	One risk to note in this process is ensuring consistency in implementing the recommended steps and plans. Following the plan will allow true results to transpire.

TMDA HR Recruiting Specialists have full life cycle recruiting experience within similar RFPs. TMDA is successful in filling open roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these talents belong to and advertise the positions for more visibility. Sourcing strategies focuses on Women in

Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

The Specialist also conducts market research on compensation and benefits for each role, taking into consideration a total rewards approach to include Employee Assistance Programs and other rewards. TMDA also provides talent insights and competitor analysis, as well as connection with hiring managers to ensure deliverables were in line with the work duties being performed.

The Specialist applies employment laws appropriate to each state to ensure the best HR and candidate experiences and outcomes for concerned parties.

Communication Procedures and Services Coordination

TMDA will communicate consistently with the City's representatives and coordinate all services accordingly. Emails and weekly calls can be identified. Our team will maintain clear lines of communication with City staff.

When a vacancy or service need is noted and provided to TMDA, we will launch into action to fill it. Estimated timelines for various tasks are in the table below.

Task	Start and End Dates
Kick-Off Meeting	Day 1
Prepare plan for search, recruitment and selection qualified candidates	Day 2 - 4
Direct networking campaign to attract top talent, executing the advertising plan, including regional, in-state, local, and national elements	Ongoing
Develop an appropriate search strategy	Day 5 - 6
Develop a comprehensive occupational profile for the position along with a job description for each search engagement	Day 7
Review and potentially recommend updates to job description (s) for each identified vacancy and develop job vacancy notices and place them in appropriate nationwide, statewide, regional, and local on-line sources and publications, as well as outreach	Day 7
Reach out and actively recruit potentially appropriate candidates the respondent is already otherwise aware of to obtain indications of interest	Day 8 and ongoing
Evaluate candidates to develop a pool of diverse potential finalists	Ongoing
Prepare a recruitment report of potential candidates from the submitted applications with recommendations of candidates for further review and/or consideration	Day 14
Vetting and interviewing candidates and/or finalists	Day 15 - 25
Receive notification from The City of Stuart of selected candidate	Day 26
Negotiating and drafting any potential job offer, salary offer, terms and conditions of employment, or employment agreement with the finalist	Day 27-28
Notify unsuccessful candidates	Day 29

Team Experience

The TMDA team is committed to ensuring that the following staff resources are available for the Project and will be ready to hit the ground running upon request.

Sekina Lawal will lead the TMDA efforts in the role of Project Manager and **act as the single point of contact for The City of Stuart.** Sekina has fourteen (14) years of professional experience leading Human Resources (HR) functions at federal, private, and start-up companies with emphasis on quality talent acquisition and retention (cleared and non-cleared) including targeted sourcing strategies; employee engagement; HRIS implementation with positive ROIs through maximizing metrics reporting and integration with other systems; HR audit and geographical compliance; leadership partnership; employee training, professional development and coaching; as well as benefits administration and succession planning. She is also an active member of the Society for Human Resources Management (SHRM) and the Project Management Institute (PMI), Sekina holds a Doctor of Management degree in Organizational Leadership (DM) and an Agile Fundamentals certification (ICP).

Sekina will be the single point of contact for The City of Stuart in all contractual and program management matters. She will also oversee the operations of the Recruiting team efforts on behalf of The City of Stuart.

Availability of Qualified Personnel

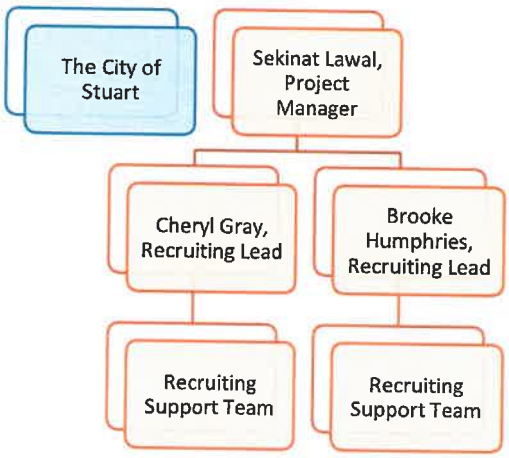


Figure 1. TMDA Organizational Chart to Support The City of Stuart

Sekina will provide written notice to The City of Stuart regarding any employee approaching ninety (90) days of employment. She is also the responsible party for reporting on any technology issues and communicating effectively with The City of Stuart departments. She will lead the program from inception to successful completion with a Deputy Project Manager in place during any absences.

Cheryl Gray is a focused and self-directed recruiter with five years of experience sourcing candidates for Government, Federal, IT and other contracts. She excels in strategic recruitment with a focus on time management. Cheryl has an associate degree in Computer Information Systems, prior experience with Workday application and prior experience recruiting for a military or defense contractors and supporting a

large professional and technical organization. Cheryl has two Talent Sources who support sourcing efforts and interview coordination as potential replacements.

Brooke Humphries is a versatile sales and communication professional with core competencies including but not limited to: Client Relations, Full Cycle Recruiting, Onboarding, Prioritizing, Organization, Multitasking, Excellent Customer Service, Problem Solving Initiative, Interpersonal Skills, and Technical Software Proficiency. As a Senior Recruiter with TMDA, she has a myriad of duties including sourcing for candidates using LinkedIn, Indeed, and ZipRecruiter; acting as a point of contact for candidate phone screens and quality submissions that make it to our client; formatting and editing submissions to match and meet clients' recommendations and collaborating with the team for any questions and follow up needed for candidates. She updates recruiting and project trackers daily to remain current and attend recruiting meetings and trainings. Cheryl has two Talent Coordinators who support sourcing efforts and interview coordination as potential replacements.

Verification Documents Payroll Processes

TMDA utilizes Equifax online I9 services to confirm and verify new contractor work eligibility documents. Our internal HR Generalists conduct a Day 1 onboarding as well to double up on the effort and ensure all documents are in place for verification.

Weekly timesheets are due every Friday from contractors. Timesheets are sent to hiring managers every Monday for verification and approval. A sample timesheet is shown below, illustrating a hypothetical first week for a new contractor. The timesheet breaks down hours worked, projects supported, and provides a visual for the hiring manager's approval.

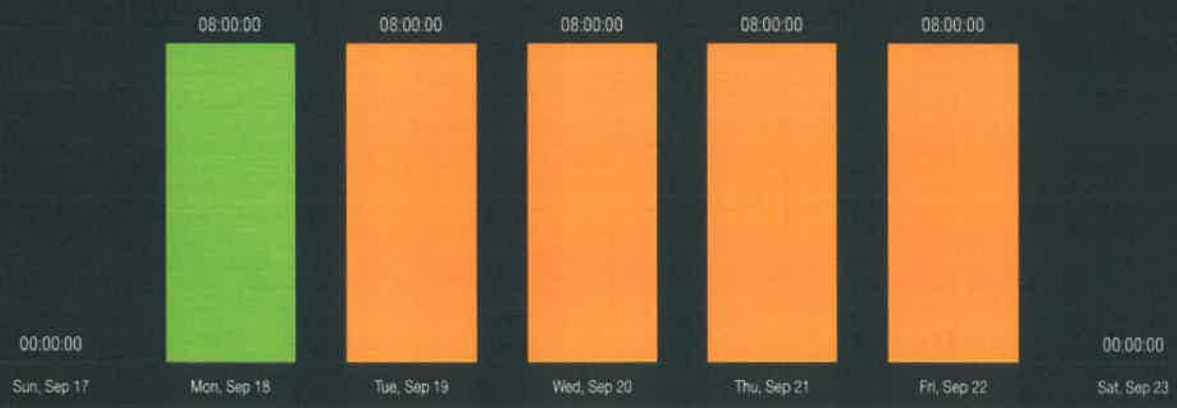
Approvals

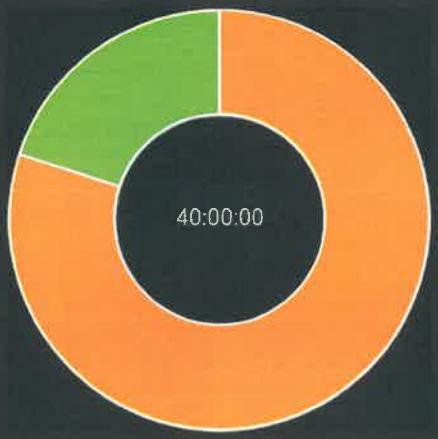
Sekina, 17 Sep - 23 Sep 2023

Submitted by Sekina (Today)

Submitted
40:00:00

Time off
00:00:00





Contractor: City of Stuart - City of Stuart, FL	32:00:00	80%
New Hire Onboarding	08:00:00	20%

Fri, Sep 22 — Total 08:00:00

No description	Contractor: City	-			

Thu, Sep 21 — 08:00:00



Payroll is processed via Gusto on a biweekly basis. Contractors are paid via direct deposit biweekly. Account changes can be made directly within each contractor's Gusto account, or by contacting HR via operations@tmcompanies.us.

Firm Experience in Providing Similar Services

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 13 years of operations and we have stayed in the forefront of those technologies and processes.

The following table details similar customers who we have supported in the past few years, and details are provided on the References form as well.

Client Name	Similar Services
Bayer Pharmaceuticals	Professional Staffing Services for Medical Sciences and Biotechnology Researchers
Charles Schwab	Professional Staffing Services on any open positions throughout the US
Exact Sciences	Professional Staffing Services for Medical Sciences and Oncology Research Professionals
Food and Drug Administration (FDA)	Professional Staffing Services on any open positions throughout the US
GES	Professional Staffing Services for DISA, FHFA and DoD Contracting
Lockheed Martin	Professional Staffing Services on any open positions throughout the US
Microsoft	Professional Staffing Services on any open positions throughout the US and OCONUS
Raytheon	Professional Staffing Services on any open positions throughout the US
Taurean	Teaming Partner on any Professional Staffing Services and Contracts
US Army	Professional Staffing Services on any open positions throughout the US and OCONUS
US Department of Education (DOE)	Professional Staffing Services on any open positions throughout the US
US Department of Homeland Security (DHS)	Professional Staffing Services on any open positions throughout the US
US Defense Information Systems Agency (DISA)	Professional Staffing Services on any open positions throughout the US
US Department of Labor (DOL)	Diversity Equity and Inclusion Framework by the Order of the White House. Change Management Contract Project Management.
US Department of Transportation (DOT)	Professional Staffing Services on any open positions throughout the US
RTL Networks	Professional Staffing Services on any open positions throughout the US and OCONUS

SWK Programs	Professional Staffing Services on any open positions within SWK Programs
Alexandria City Public Schools (ACPS)	Professional Staffing Services on any open positions within ACPS
Greater Dayton Regional Transit Authority (RTA)	Professional Staffing Services on awarded positions within RTA
Workforce Solutions Alamo Texas (WSA)	Executive Staffing Services on awarded positions within WSA
Maryland Environmental Services (MES)	Professional Staffing Services on awarded positions within MES
Missouri Department of Conservation (MDC)	Professional Staffing Services on awarded positions within MDC
Albin Engineering Services Incorporated (AESI)	Professional Staffing Services on any open positions within AESI
Colorado Professional Resources (CPR)	Professional Staffing Services on any open positions within AESI
Town of Scituate (TOS)	Human Resources Consulting Services

Tab 3. Attachment A - Price Proposal Form

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	35%
2	Laborer I	35%
3	Laborer II	35%
4	Custodian	35%
5	Sanitation Worker	35%
6	Office Assistant	35%

Company Name Tranquil Multi Dynamic Advisory (TMDA)

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

Tab 4. Insurance

TMDA holds a current General Liability, Professional Liability, and Workers Compensation insurances. TMDA also agrees to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the TMDA to the City along with their qualification data.

The City of Stuart will be named as an additional insured for all General Liability prior to entering into a contract. TMDA will not use sub-contractors or employee leasing firms.

Tab 5. References

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 14 years of operations and we have stayed in the forefront of those technologies and processes.

Contract 1: Town of Scituate

Budget: $12,345.00 **Length of Contract: Program Completion** **Type of Customer: Municipality**

Description of Work

TMDA provides HR services for the Town of Scituate in Scituate, RI. Awarded positions requiring varying degrees of experience and qualifications.

Support Services include;

1. Reviewing and updating the 2020 Rhode Island Interlocal Risk Management Trust Employment Action Loss Prevention Program Best Practices Assessment, herein referred to as "the Assessment",
2. Reviewing and updating the current Town of Scituate Employee Handbook herein referred to as "the Handbook" to make recommendations for updates to the Handbook,
3. The Town also wants a review and recommendations to update job descriptions,
4. Assessment of the current employee evaluation processes for recommendations on that as well.

POC I: Karen Beattie
Title: Finance Director / Assessor
Phone: (401) 647-2547
Email: kbeattie@scituateri.org

Contract 2: ONI Corporation
Budget: Open **Length of Contract: 5 Years** **Type of Customer: Government Consulting**

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services for ONI Corporation, headquartered in Colorado Springs, CO. ONI focuses on government services under GSA schedules.
Since 2019, TMDA has staffed over 57 client roles through ONI. Scope of work revolved around these specific duties under different Technical Product Development, Engineering, IT, Human Resources, and other roles within the U.S. with some requiring deployment overseas on government contracts.
Human Resources Management and Staffing/Recruiting activities revolve around providing talent insights and competitor analysis, as well as connecting with hiring managers to ensure deliverables were in line with the work duties being performed.
Because ONI has positions nationwide and internationally requiring deployment on government contracts, TMDA applies employment laws appropriate to each state and country, to ensure the best HR and candidate experiences and outcomes for all concerned parties.
Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter, ClearanceJobs, CareerBuilder, as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talent belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process. TMDA taps into the Candidate Consulting Services which has thousands of professionals opted in for TMDA to represent them in their career search and professional aspirations. This allows TMDA to deliver quality talent on time and under budget.

POC I: Danny Luu
Title: President
Cell: (719) 310-6789
Email: dluu@oni-corp.org

Contract 3: U.S. Department of Labor (DOL)

Budget: $77,000.00 **Length of Contract: 1 Year with renewal option years** **Type of Customer: U.S. Government**

Description of Work

TMDA provides Human Resources Strategy Services for the U.S. Department of Labor (DOL), headquartered in Washington, DC. The DOL Office of Apprenticeship (OA) focuses on apprenticeship modernization, workforce reentry, workforce innovation and the growth of registered apprenticeship programs (RAPs) in commercial industries across the U.S.

In 2021, TMDA led the advertising and marketing of the 2021 National Apprenticeship Week (NAW) which resulted in record breaking number of industry liaison participants. Scope of work revolved around the following –

- Led and supported the implementation of initiatives related to the marketing and promotion of registered apprenticeship programs including but not limited to:
    - Stakeholder Engagements 2021
    - National Apprenticeship Week 2021
    - Developed an Industry Liaison Strategic Plan
    - Developed a Diversity, Equity, Inclusion and Accessibility Strategy (DEIA) following a White House Order
- Led and supported virtual event planning related to marketing and promotion initiatives, including but not limited to work group meetings, roundtables and listening sessions
- Participated in regular meetings and work groups related to assigned industry, as well as other cross-divisional priorities including strategic communications, Salesforce, industry intermediary monthly calls and others as appropriate
- Worked with the Performance Team, DAC Team, Investments Team, and Salesforce Architect to develop a plan for tracking industry activities across the organization (grantees, contractors, and other partners)
- Contributed to the development of Standard Operating Procedures (SOPs) for divisions as appropriate
- Assisted with updating outreach materials for specific industries, such as fact sheets and other web page content

Data presentation to the U.S. DOL was crucial to ensure high level visibility into OA efforts to improve RAPs. TMDA presented solid data on how diverse the program is, how those requiring additional accessibility can be better supported and how other industries who are yet to develop RAPs could benefit from the programs. Other deliverables included coordinating and connecting industry intermediates and partners to the U.S. DOL in order to take advantage of the programs.

POC I: Ruth Peebles
Title: President
Cell: (919) 280-7069
Email: rpeebles@theinsgroup.com

Contract 4: Defense Information Systems Agency (DISA)

Budget: $1,540,000.00 | **Length of Contract: 1 Year with optional years** | **Type of Customer: U.S. Government**

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to DISA through GES at Fort Meade, with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph. DISA supports the operation and defense of the DOD Information Network by providing virus protection to DODIN assets.

In 2021, TMDA was awarded fourteen (14) Information Technology (IT) positions. Scope of work revolved around these specific duties under the job titles below.

Retained Job Titles Included:

Mid Network Engineer, Design & Deployment
Mid VoIP Engineer
Mid VMWare Horizon Engineer
SCCM Engineer, Software Packaging
Senior Apple Engineer
Senior Business Process Reengineering Specialist
Senior Cable Technician
Senior IT Migration Project Manager
Senior Network Engineer, Design & Deployment
Senior Security Engineer
Senior Systems Administrator
Tier III Desktop Hardware Engineer
Wireless Infrastructure Engineer

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Because DISA requires employees to work on site, these were particularly challenging to deliver amidst the pandemic. However, TMDA was successful in filling the roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talent belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Randy Billingsley
Title: Retired Army Veteran
Cell: (301) 928-3106
Email: randy.x.billingsley@gmail.com

POC II: Alvin Showers
Title: Program Manager
Cell: (618) 974 – 8401
Office: (314) 797-5116
Email: ashowers@nowges.com

Contract 5: Alexandria City Public Schools (ACPS)

Budget: Open | **Length of Contract: 3 years with 2 option years** | **Type of Customer: City**

Description of Work

TMDA provides Non-Medical Temporary & Permanent Staffing Services for Alexandria City Public Schools (ACPS) in Alexandria, VA. Awarded positions requiring varying degrees of experience and qualifications Alexandria City Public Schools (ACPS). ACPS provides is a school division that is funded by the U.S. government. Search strategies for ACPS is focused on our Candidate Strategic Services. This allows us to conduct an extensive reference and background check, character assessments, and license verification. We also included using LinkedIn Recruiter, Indeed, ZipRecruiter, and CareerBuilder, as well as competitor knowledge to guide talent search. Our focus for the school district has been to target specific associations and organizations that academic staff belong to. Most of the time, operating licenses (e.g. for Elementary School Teachers) must be active to maintain certain memberships. Targeting this population helps reduce our time to fill.

POC I: Angela J. Queen
Title: Senior Buyer
Phone: (703) 619-8084
Email: angela.queen@acps.k12.va.us

POC II: Dyanna McMullen
Title: Director of Procurement & General Services
Phone: (703) 619-8084
Email: dyanna.mcmullen@acps.k12.va.us

Contract 6: National Archives and Records Administration (NARA)

Budget: Open | **Length of Contract: 5 years** | **Type of Customer: Agency**

Description of Work

TMDA provided Compensation and Classification Study (Grades/Steps) and Benefit Administration, Strategic Organizational Development, Human Resources Planning, as well as Staffing Services for the National Archives and Records Administration (NARA) in Valmeyer, IL. NARA The National Archives and Records Administration preserves U.S. government records, manages the Presidential Libraries system, and publishes laws, regulations, Presidential, and other public documents.

The highest work percentage of work awarded fell in the former category of Compensation and Classification Study (Grades/Steps) and Benefit Administration with Strategic Organizational Development plans. The beginning stages involved using historic data as a base to understand the position grades and steps. Position descriptions were thoroughly assessed to ensure the minimum requirements and qualifications, matched the planned compensation packages. Revamping the job classifications at the tail end of the economic recession in 2009 through 2012 was quite a rewarding task, as adjustments in costs of living allowances proved to be such a critical employee retention factor.

POC I: Kimberly Gentile
Title: NPRC Director
Phone: (618) 935-3000
Email: kimberly.gentile@nara.gov

POC II: Denise Sampson
Title: Section Lead
Phone: (618) 935-3000
Email: denise.sampson@nara.gov

Contract 7: Metropolitan St. Louis Sewer District (MSD)

Budget: Open | **Length of Contract: 1 year** | **Type of Customer: Quasi-Governmental Agency**

Description of Work

TMDA provided Human Resources Planning, Employee Relations and Engagement, Compensation and Classification Study (Grades/Steps), Strategic Organizational Development, as well as Staffing Services for Metropolitan St. Louis Sewer District (MSD) St Louis, MO. MSD provides stormwater and wastewater management in both St. Louis County and City.

The employee population supported included both professional and manual labor employees. Support covered hiring diverse staff members, maintaining training and certifications programs for professional development, employee relations, investigations and follow-up on complaints, onsite visits to ensure a conducive work environment, documentation and ensuring presence in exit interviews to lead the conversions on transitioning plans. TMDA also supported internal mobility and succession plans to ensure MSD could promote internally during voluntary resignations and retirements.

POC I: Tracey Coleman
Title: Director of Human Resources
Phone: (314) 768-6260
Email: Phone: tcoleman@stl-msd.com

Contract 8: Albin Engineering Services, Inc.

Budget: **Length of Contract:** **Type of Customer: Government Consulting**

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to AESI with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph. Scope of work revolved around these specific duties under the job titles below.

Retained Job Titles Included:

- **Application Developer**
- **Systems Engineer Sr**
- **Systems Engineer Stf**
- **Systems Architect Sr Stf**
- **Systems Engineer**
- **Systems Engineer IT Stf**
- **Senior Software Engineer (Staff)**
- **Senior Software Engineer**
- **Linux System Engineer**
- **Full Stack Engineer**
- **Software Engineer (mid-level)**
- **Senior Systems Engineer**
- **Agile Systems Engineer / Test & Verification**
- **Senior Systems Engineer-IT, TS/SCI**
- **Software Forensic Engineer - Cyber Development**
- **Infrastructure Tester and Integrator**
- **Software Engineer Sr**
- **Staff Software Engineer - Clearance Required**
- **Application Developer**
- **Front End - Application Developer**
- **DevSecOps Engineer**
- **Systems Administrator Sr**
- **Systems Administrator**
- **Embedded Software Engineer - Mid-career**
- **Software Engineer Staff - Space Protection Programs**
- **Project Engineer Sr Stf**
- **Software Engineer (SVS Operations Engineer)**
- **Cyber Security Engineer**
- **Systems Engineer Staff, MBSE**
- **Systems Engineer Senior, MBSE**

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talents belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Matt Costanza
Title: Technical Account Manager
Cell: (408) 919-5227
Email: matt.costanza@aesi.com

Tab 6. Optional Information

TMDA's temporary personnel services success in the last 15 years has been derived from exceptional customer care, focus on our consultant's well-being within the work environment which in turn creates meaning and successful results for our clients. We steer away for the one size fits all approach and instead customize and tailor the services to the client's needs. Most of our clients are repeating customers because they have built a level of confidence and trust in our ability to deliver. Out team hopes that the City of Stuart will give TMDA the same chance. Thank you for your consideration.

Tab 7. Addenda (if applicable)

Pursuant to this solicitation, TMDA has acknowledged 4 addenda at the time of submission, and submitted as part of the proposal package.

Please confirm you have read
Addendum #1
Confirmed

Addendum #1 **Sep 6, 2023 2:06 PM**

1. When is the anticipated start date?

The current contract expires February 28, 2024.

2. Does this venture require bonding?

No.

3. Are bidders required to have an office in a certain radius?

No

4. What is the anticipated cost of this venture?

It is on an as needed basis. There is no way to determine a cost.

5. How many temporary employees are needed to fill these roles?

Temporary services are on an as needed basis.

6. What are the pay rates or does vendor determine pay rates?

Please look at attachments. The rates are negotiated with a percentage up charge.

7. Are vendors required to bid to fill all positions?

No

8. Are there specific certifications or state registrations required to bid on this venture?

Proposer must be licensed and insured.

9. Are vendors able to acquire state certifications directly following being awarded this contract?

No certifications must be included with proposal.

10. What is the anticipated award date for this contract?

The anticipated award date is sometime in January.

Confirm Receipt

Please confirm you have read
Addendum #2
Confirmed

Addendum #2 **Sep 8, 2023 11:10 AM**

1. Can you please elaborate on what license do we need to submit with the bid response?

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected. B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida. C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.2. Do we need to be licensed to do business in the City of Stuart to submit a response to the bid? **Only if your business is located in Stuart.** 3. Do we need to be licensed to do business in the State of Ohio to submit a response to the bid? **You must be licensed in the State of Florida.**

Confirm Receipt

Please confirm you have read
Addendum #3
Confirmed

Addendum #3 **Sep 13, 2023 12:25 PM**

1. How many awards will be rewarded? If unknown, will there be multiple awards?

It is unknown we like to award to multiple firms to keep our options open. We currently have three different vendors we utilize.

Confirm Receipt

Please confirm you have read
Addendum #4
Confirmed

Addendum #4 **Sep 13, 2023 3:30 PM**

1. If this is not a new venture, what was the previous costs for these services?

The expenditures for theses services are about $50,000 a year.

REQUEST FOR PROPOSAL

2023-207

TEMPORARY PERSONNEL SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

RESPONSE DEADLINE: September 27, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/stuartfl

City of Stuart

REQUEST FOR PROPOSAL

Temporary Personnel Services

I. Advertisement .....

II. Introduction .....

III. Instructions To Bidders .....

IV. General Information .....

V. ARPA Terms and Conditions .....

VI. Scope of Work .....

VII. Evaluation Phases .....

VIII. Vendor Questionnaire .....

Attachments:

A - Price propsal form

B - FEMA_TERMS_AND_CONDITIONS_-1

1. ADVERTISEMENT

Proposals for Temporary Personnel Services will be received by the City of Stuart at the https://procurement.opengov.com/portal/stuartfl until Wednesday, September 27, 2023 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at https://procurement.opengov.com/portal/stuartfl. If not submitting electronically then an original, three (3) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2023-207. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal https://procurement.opengov.com/portal/stuartfl or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2023-207: Temporary Personnel Services

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

2.2. Contact Information

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: (772) 288-5320

Department:
Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	August 30, 2023
Question Submission Deadline	September 15, 2023, 4:00pm

Proposal Submission Deadline	September 27, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 262 965 217 947 Passcode: 5rexNn Download Teams | Join on the web Or call in (audio only) +1 872-242-8065,,156622552# United States, Chicago Phone Conference ID: 156 622 552# Find a local number | Reset PIN Learn More | Meeting options

3. INSTRUCTIONS TO BIDDERS

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, three (3) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:
To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

3.2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications
Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Proposer must provide details of comparable experience within the past five years, specializing in employment/staffing services. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time for placement of service, location of their project team, corporate structure, ownership interest, and the length of company's existence. Describe how the firm shall provide competent able bodied personnel sufficient to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience, skill and education that must be 18 years or older.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional

information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Servicing Procedures

Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors and employee leasing firms to conform to all requirements for insurance contained herein.

Tab 5 ~ References

Provide a minimum of three (3) satisfactory references of similar accounts and size within the past three (3) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

Tab 6 ~ Optional Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 7 ~ Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. GENERAL INFORMATION

4.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/stuartfl. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

4.4. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

https://secure.procurenow.com/portal/stuartfl. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, September 27, 2023

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:
Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at https://secure.procurenow.com/portal/stuartfl

4.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.8. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

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 professional and/or subcontractor providing such insurance.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence $2,000,000
Personal/advertising injury $1,000,000
Products/completed operations aggregate $1,000,000
General aggregate $3,000,00
Fire damage $100,000 Any 1 fire
Medical expense $10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than $1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

A. The name of the insured contractor, the specified job by name and job number, 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 and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.

D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.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.

4.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of thirty-six (36) months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.11. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.12. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

4.13. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

4.14. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
    a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
    b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
    c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
    d. A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.15. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

4.18. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Ctiy for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. CONTRACT AWARD

All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

4.25. CONTRACT TERM

At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Non Exclusive Contract: Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.26. CONTRACT AMENDMENT

The City may require additional positions not specifically identified in the contract. The Proposer agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Proposer.

4.27. STANDARDS/REGULATIONS

The City reserves the right to request documentation of Proposer's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Proposer services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

4.28. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.29. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

B. Business Tax Receipt Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

4.30. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.31. DEFAULT

In the event that the Proposer cannot respond adequately to the needs of the City, the Proposer shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Proposer. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Proposer under this Contract.

4.32. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposers, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposers firm must have a minimum of three years comparable experience, specializing in employment/staffing services.

B. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

C. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.

D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.

E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

Qualified Employees: All temporary employees provided by the proposer shall be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel from the successful proposer(s) assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

Employees are Responsibility of Proposer: Proposers will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The proposer shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under the resulting contract will be provided with and shall follow all policies and procedures of the City.

Proposer shall;

A. Make necessary payroll deduction and corresponding tax insurance payments.
B. Strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law.
C. Supply State Unemployment insurance and Workers Compensation insurance for all temporary employees provided to the City pursuant to this Contract.
D. Maintain a pool of temporary employees to provide City's temporary employment staffing needs.

Proposer shall provide the following documents to the City's Human Resources Department for prior approval for all temporary employees at the **proposers** expense to include the following:

A. Results of 10 panel test for pre-employment drug screening
B. Authorization to work in the US
C. Statewide criminal check (minimal of 7 years) / background check
D. Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states)
E. Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
F. Education verification

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement. Should it be determined that work cannot be completed during the course of standard work week hours, the Proposer shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

Upon completion of services, the City reserves the right to request the Proposer's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their staff has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor or their designee and submitted to the City.

4.36. TIMESHEETS, INVOICING AND PAYMENT

Timesheets: The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

Invoicing: A weekly invoice shall reflect the type of position, date worked, hourly paid to employee by the Proposer, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany invoice.

Payment: Payment will be paid upon completion and acceptance of the work, net 45 days. Invoices will be checked to confirm compliance with timesheet. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, temporary to permanent charge shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

The term "Professional", as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional's under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the "2CRF 200 Requirements") shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

F. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

   a. Procure or obtain;

   b. Extend or renew a contract to procure or obtain; or

   c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein. These services are on an as needed basis.

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience, knowledge and qualifications** • Expertise of human resources • Qualifications & experience of the firm relevant to the Scope of Work • Availability of qualified personnel • Ability to meet set standards • Previous contracting experience with the City and other governmental agencies	Points Based	30 *(30% of Total)*
2.	**Quality of Services** • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully • High quality level of services to be provided to City	Points Based	30 *(30% of Total)*
3.	**References**	Points Based	10 *(10% of Total)*
4.	**Fee** • Percentage of Markup over hourly rate • Any other Costs	Points Based	30 *(30% of Total)*

8. VENDOR QUESTIONNAIRE

8.1. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do herby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.2. Safety Standards Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Safety_Standards_Certificat...

*Response required

8.3. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

*Response required

8.4. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

*Response required

8.5. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

*Response required

8.8. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%
2	Laborer I	%
3	Laborer II	%
4	Custodian	%
5	Sanitation Worker	%
6	Office Assistant	%

Company Name _____

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no

circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers

and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s.

200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

K. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR

Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

W. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. Subcontracts.

(Applicable to all FEMA contracts)

Tab 3. Attachment A - Price Proposal Form

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	35%
2	Laborer I	35%
3	Laborer II	35%
4	Custodian	35%
5	Sanitation Worker	35%
6	Office Assistant	35%

Company Name Tranquil Multi Dynamic Advisory (TMDA)

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED Tranquil Multi Dynamic Advisory 12020 Sunrise Valley Dr Suite 100 RFP NO. 2023-207 Temporary Personnel Services Reston, VA 20191	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wellfleet Insurance Company — 32280 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC853785	01/22/2023	01/22/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
RFP NO. 2023-207 Temporary Personnel Services
The City of Stuart is an Additional Insured

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angie Chong	
CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	PHONE (A/C, No, Ext): (646) 844-9933	FAX (A/C, No):
	E-MAIL ADDRESS: customer.service@coverwallet.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc.	10200
INSURED Tranquil Multi Dynamic Advisory LLC 12020 Sunrise Valley Drive Reston, VA, 20191	INSURER B : Chubb National Insurance Company (SCI)	_10052
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		D97208815	05/04/2023	05/04/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 0 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			P100.170.354.3	03/24/2023	03/24/2024	Liability (Each claim): $1,000,000 Liability (Aggregate): $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respect to the Professional Liability per the policy's terms and conditions. Certificate holder is included as additional insured with respect to the Business Owners Policy (BOP) per the policy's terms and conditions.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Avenue
Stuart, FL, 34994
RFP No. 2023-207 Temporary Personnel Services
The City of Stuart is an Additional Insured

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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"CONTRACT"

CONTRACTOR: **MANPOWER**
1650 S. KANNER HWY
STUART, FLORIDA 34994

PROJECT: RFP# 2023-207: Temporary Personnel Services

THIS CONTRACT (hereinafter referred to as "Contract"), made and entered into on this ____ day of January, 2024 by and between **Manpower**, a Florida for profit corporation, **1650 S. Kanner Hwy Stuart, Florida 34994** (hereinafter referred to as "Contractor"), and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, (hereinafter referred to as "City").

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides temporary staffing for employers; and

WHEREAS, City desires to hire Contractor to fill temporary staffing needs for the City; and

WHEREAS, Contractor is willing and able to provide temporary staff to perform the Work for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the Work for the agreed amount as set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Temporary Personnel Services by the Contractor and the payment for those services by City as set forth below.

II. STATEMENT OF WORK

The Contractor shall provide Temporary Personnel Services pursuant to this Contract as hereinafter provided. These services will include taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the Markup Rates as provided on the approved schedule.

Section 1. Statement of Work

Contractor shall provide temporary employees who are qualified and able bodied personnel on an as-needed basis for various City departments to perform the services as outlined in the job descriptions, including but not limited to job descriptions as described in Exhibit A (Contractor's response to RFP 2023-207 as accepted by the City) and Exhibit B (City's original Request For Proposals) incorporated herein. The City at its discretion may modify, add, or delete job descriptions at any time during the term of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for services in accordance with Contractor's pricing schedule formalized in "Exhibit C-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the City.

2.2 Invoices

Contractor shall provide to City a weekly invoice containing the following information for each temporary personnel: (a) type of position, (b) date(s) worked, (c) hourly amount paid to employee by the Contractor, (d) hourly billable labor rate charged to City, (e) hours worked by temporary personnel, and (f) identity of City's supervisor over temporary personnel. In addition, Contractor shall provide a copy of the approved time sheet signed by the City with the invoice.

2.3 Payment

After completion of work and receipt of invoice, the City shall pay Contractor within forty-five (45) days. If the City receives any invoice which is incomplete or inaccurate, the City shall notify Contractor of said incompleteness or inaccuracies within a reasonable period of time. The deadline for any payment shall be tolled during the period of time that it takes Contractor to provide a cured invoice. The City has the option of making payments by check, preferred method is Automated Clearing House (ACH)

electronic network for financial transactions with authorization.

Section 3. Contractor Responsibility

3.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

3.2 Standards/Regulations

Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

3.2 Responsibility for Work

All of the Contractor's personnel assigned to the City must be qualified to perform the work as outlined in the job description(s) provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsible employer for the temporary personnel during the time they are assigned to work at the City. All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The Contractor's personnel utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a dedicated account manager to the City's account. Said account manager shall be readily available to administer the terms of this Agreement for Contractor on a day-to-day basis. Contractor's account manager is responsible to keep the City informed of the Contractor's personnel's activities, oversee all work performance, process placement requests, issue resolution and coordination of services.

If at any time the assigned account manager is replaced during the term of this Contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall be responsible for withholding, deductions, and payment of all tax obligations, including federal income tax, Social Security, Medicare, Worker's Compensation and unemployment compensation, in connection with assigning individuals to the City as temporary staffing under this Contract. The Contractor shall strictly comply with immigration and Naturalization Service reporting by

processing the form I-9's as required by federal law; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Contract; and maintain a pool of temporary personnel/employees to provide for the City's temporary employment staffing needs.

3.3 Non-Compete

There shall be no restrictions, time limitation, fees or penalties placed upon the City or its personnel assigned to the City in regards to the City's direct hiring of any of Contractor's personnel assigned to the City under this Contract.

Section 4. Contractor's Records

4.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City with five business days of the City's request. Refusal to do so shall constitute a material breach of this Contract and cause for dismissal of any litigation.

4.2 Documentation

Contractor shall electronically transmit all documentation to the Human Resources Department for City prior approval for all temporary personnel/employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the U.S., Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search, and education verification.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

5.2 Termination for Cause

The performance of the Contract may be terminated by the City in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet any performance requirement(s) under this Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if hit should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

5.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services

or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

Section 6. Temporary to Permanent Fees

In the event that the City employs a temporary employee, temporary to permanent charge shall not be accessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one value of one (1) week payment to the Contractor for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

Section 7. Persons Bound by Contract

7.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

7.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

7.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

7.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's Affiliates and their officers, directors, employees, personnel, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify, defend and hold harmless the City, and its officers and employees, from any and all claims, actions, liabilities, damages, losses, and expenses/costs, including, but not limited to, reasonable attorneys' fees for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, wrongful or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses and shall pay such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, unpaid wage claims or in any way arising from or related to a failure to offer health coverage

to Personnel which failure results in the assessment of a penalty against Employer, and shall pay costs and attorney's fees expended by City in defense of such claims and losses including appeals.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 4.9 of the Request for Proposal which is attached hereto as Exhibit "B". Such certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified.

9.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 12. General Conditions

12.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

The City may require additional positions not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained in this Contract shall be construed or interpreted as a waiver of the City's sovereign immunity protections existing under Section 768.28, Florida Statutes,.

Section 13. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

a) Keep and maintain public records required by the public agency to perform the service.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IV. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A - Proposal as Submitted by Contractor and Accepted by City

Exhibit B - Original Request for Proposal as Issued by City, including all Addenda.

Exhibit C – Price Proposal Form

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGET, ESQ.
CITY ATTORNEY

CONTRACTOR

(Signature)

Rob Vorse
Printed Name

Vice President
Title

Manpower
1650 S. Kanner Highway
Stuart, FL 34994

Manpower®

Stuart City Hall
Procurement Office
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994

Proposal for Temporary Personnel Services
RFP #2023-207
September 27, 2023
SEALED BID

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994

T: 772.287.5359
F: 888.473.6912
www.manpowerSFL.com

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Letter of Transmittal:
September 27, 2023

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, Florida 34994-2172

RE: RFP #2023-207 Temporary Employee Services

Dear Ms. Knofla:

Manpower appreciates the opportunity to submit a proposal in response to Request for Proposals RFP#2023-207 for Temporary Employee Services for the City of Stuart for various city departments on an as needed basis. We take great pride in providing industry leading solutions for our clients and are excited to continue partnering with the City of Stuart on this important project. Immersion in the changing world of work since 1948 has given us a deep understanding of the potential of people and the expertise in unleashing that potential to drive businesses forward.

Given our history and experience with The City of Stuart, and government and municipalities, we are a proven partner ready to continue our service as your primary provider. It is crucial that City of Stuart aligns with a strong, steady partner to secure the highest quality support and services at the best price. Manpower understands the scope of services as outlined in the RFP. Our proposal will illustrate that we have provided temporary employee services for almost 50 years locally, and since 1948 nationally; that we maintain a pool of temporary employees to provide customers' temporary employment staffing needs and the personnel employed by Manpower are capable employees.

Manpower opened our doors on the Treasure Coast in 1980 and in Stuart 1984 and has had contracts with St. Lucie County for more than 25 years, with Indian River County School District, St. Lucie County School District and Martin County School District. We have had experience with the City of Ft. Pierce, the City of Vero Beach, City of Stuart, City of Delray Beach, City of Boynton Beach, City of Palm Beach Gardens, City of Lake Worth, City of Riviera Beach, Town of Palm Beach, Town of Sewall's Point and other government entities. Our knowledge of the employment industry and our experience in working with municipalities like yours on the Treasure Coast and in Palm Beach County, allow us to provide you with exceptional service and employment tools designed to meet your specific needs.

Manpower understands governmental procedures and the staffing criteria necessary to exceed the expectations of the City of Stuart. Working with the City of Stuart, and other governmental municipalities, we have demonstrated that we have the knowledge of your needs and expectations, and the experience to recruit, assess, and train associates for the City of Stuart.

Our years of success are the direct result of proven methodologies for assessing and predicting the performance of candidates. Manpower has developed a comprehensive approach to the design and implementation of a staffing program that fits your requirements. Our primary service goes well beyond providing temporary help — we also strive to enhance your productivity and improve quality. We do this through the use of Manpower's proprietary, patented and proven Predictable Performance Plus system (PPS+), which focuses on a proactive approach to your specific requirements, including recruiting, background screening, drug testing, safety training, skills assessment, performance management, and other quality measures. This system is aimed at one objective — making the best match of associates to your specific needs and guaranteeing your satisfaction.

Manpower

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We listen to understand the needs of our clients because making the best match of temporary worker to your detailed, specific needs is our goal. Manpower's structured system captures the skills and the experiences of our associates. This means:

- All interviewing and testing processes are built to maximize information about work-related experiences.
- Free, thorough training through Manpower's proprietary platform, "MyPATH" in various areas utilizing the distance learning tool "PowerYou" provides associates with advanced and emerging skills not readily available in the marketplace.
- Programs promote, maintain, and monitor quality performance by both associates and Manpower service staff.

Quick Response — We respond immediately to your requests for associates with:

- A confirmation call or email providing the name of the assigned associate and a verification of his or her skills to your needs.
- Ongoing recruiting efforts that attract skilled associates to have a large pool of qualified individuals to place on your assignments.

Service by a Competent, Professionally Trained Staff — Manpower service staff is professionally trained with the most extensive training support process in the temporary staffing industry. We have the training and the tools to consistently support our high level Service Delivery Model which include:

- Formal training seminars that cover aspects of Manpower's products, client service, and recruiting skills.
- Tools that facilitate visits to your locations to gather specific details about your environment, safety practices and your needs.
- Knowledge and experience to offer and implement all of Manpower's value-added resources.

Our proposal is made without collusion with any other person or entity submitting a proposal pursuant to RFP #2023-207. As Vice President of the local franchise, I am authorized to negotiate on behalf of Manpower with the City of Stuart.

As your staffing partner, we will continue to structure solutions that are configured to your employment needs based on our experience, and qualifications as outlined in the following Tabs of this proposal. As you review all the proposals, we ask that you consider the value that Manpower can continue to deliver to the City of Stuart.

Sincerely,

Rob Vorse
Vice President

Manpower
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Tab 1 – Experience/Knowledge/Qualifications

Manpower description:
Global Headquarters – Milwaukee, Wisconsin
Regional Headquarters – Palm Beach Gardens, Florida
Local Office – Stuart, Florida

ManpowerGroup is a publicly traded company on the New York Stock Exchange under the symbol "MAN". We were founded in 1948 in Milwaukee, Wisconsin where we are still headquartered. ManpowerGroup has thousands of offices in over 80 countries in the world with nearly 30,000 permanent employees world-wide. We serve the staffing needs of approximately 400,000 clients each year–from small and medium size enterprises in all industry sectors to government agencies and the world's largest, multinational corporations.

Famoso, Inc. DBA Manpower is a locally owned franchise of ManpowerGroup. The local Franchise is incorporated in Florida and is licensed in Palm Beach, St. Lucie, Martin, and Indian River County. We are quite proud of our history in the region and have been under the same ownership for 50 years. Our clients benefit from the resources and expertise of a Fortune 500 global corporation, with the additional advantage of local responsiveness and accountability. Manpower's Stuart office on Kanner Highway is just minutes away from The City of Stuart office. We are nimble, creative, and fast – and no corporate hierarchy means our clients get the answers and results they need quickly.

Attached are copies of the Florida Corporate Filings, Fictitious Name Detail, & Stuart Occupational Licenses.

Everything begins and ends with meeting the City of Stuart's needs. Manpower has extensive experience in providing industrial, administrative clerical, call center and professional solutions for thousands of clients. From small manufacturing or production facilities to Municipalities and large scale industry leaders, Manpower is a leader in contingent and permanent recruitment workforce solutions.

Manpower is the recognized leader in human capital management and one of few companies within our industry that can provide a local, national, or worldwide program. Through its network of over 750 offices in the U.S., and six offices on the Treasure Coast and Palm Beach County, Manpower offers a complete range of service offerings to help any company – no matter where it is in its business evolution – raise productivity through improved strategy, quality, efficiency and cost reduction across its workforce.

With 75 years of experience nationally/globally, and 50 years locally on the Treasure Coast, Manpower has experience recruiting, screening and selecting individuals for similar positions as those listed in the RFP #2023-207. Nationally, Manpower places more than 500,000 associates on assignment daily. With experience servicing the City of Stuart since 2008, and servicing St. Lucie County for more than 30 years, and other government agencies on the Treasure Coast and Palm Beach County, Manpower has demonstrated that we leverage our experience, knowledge, and systems to deliver an efficient and effective level of service. We can ensure that our associates possess the skills required by the City of Stuart as evidenced by our thorough interview process, reference checking and relevant assessments.

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Following are Manpower's local offices:

Martin County
1650 S. Kanner Hwy
Stuart, FL 34994
(772) 287-5359

Palm Beach County
11211 Prosperity Farms Rd.
Suite C-210
Palm Beach Gardens, FL 33410
(561) 694-6700

Indian River County
2155 15th Ave.
Suite A-2
Vero Beach, FL 32960
(772) 562-4330

St. Lucie County
584 N.W. University Blvd.
Suite 708
Port St. Lucie, FL 34986
(772) 464-7771

We provide the following services:

Contingent staffing—our recruiting process is designed to find skilled individuals who can add business value to your organization from day one. Through our global network, we have access to a pool of talent in a wide variety of industries. We use proven and reliable job-related assessments to pinpoint the abilities and fit of candidates with your work environment. We build an understanding of your objectives to effectively match our associates to your needs.

Temp to perm—with Manpower's temporary-to-permanent staffing solution, you can see a candidate in action, and develop an understanding of his or her skills and capabilities. Then, only successful performers transition to permanent employment status.

Direct Hire—we can put our recruiting and pre-screening services to work for the City of Stuart, saving you time and money when recruiting for new hires.

Payrolling services—Manpower's payrolling service affords you a flexible, cost savings approach to place the City of Stuart -recruited full- or part-time worker on the job without hiring the individual. Manpower is designated as the official employer for these workers, and responsible for administering payroll and payroll-related costs.

Site management—Manpower has built more than 200 of these flexible, customized management programs to handle all administration detail and provide the best quality staffing possible.

Outsourcing services—to allow our clients to rediscover their core competencies and focus on their business fundamentals, we can take over an entire service or process and manage that aspect of the client's operation. Clients realize a decrease in costs by off-loading various human resources to Manpower, such as recruiting, screening, training, as well as outplacement solutions.

Training of Personnel
Manpower service staff is competent, qualified by experience, skill and education, professionally trained with the most extensive training support process in the temporary staffing industry. We have the training and the tools to consistently support a high level of service which include:

- Formal training seminars that cover aspects of Manpower's products, client service, and selling skills.
- Tools that facilitate visits to your locations to gather specific details about your environment and your needs.
- Knowledge and experience to offer and implement all of Manpower's value-added resources.

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The following summarizes the diligent steps taken by the Stuart Manpower team to assign competent, qualified by experience, skill, and education, 18 years or older, and are safety-conscious associates to City of Stuart.

Sourcing the Right Candidates
Candidates are proactively recruited through a variety of methods that have been tested and proven to source qualified candidates. Our multi-level recruitment program is an ongoing activity to ensure a ready pool of qualified associates, (background screened and drug tested, and when needed Education verification) to meet the City of Stuart's requirements. Our recruiting process includes:

- Referral Sources both from qualified associates who have worked for Manpower and from our clients, who refer candidates and employees that may need more challenging work or have been downsized due to company relocation or other events;
- Call-em-all is an automated calling system which calls the people in our database who have the skills needed to fill an order. This can automate and speed the fulfillment process.
- Social Media including our Facebook page, Website, LinkedIn and other Social Media platforms, Snapchat, Instagram, X (formerlyTwitter).
- Job boards specific to positions needed to build a pipeline for City of Stuart's needs.
- Schools that include curiculum specific for skilled trades, and industrial courses, etc., Career Fairs; Veteran's Career Fairs, and Virtual Career Fairs.
- Unsolicited resumes from people relocating to South Florida who have worked with Manpower or know of Manpower.
- AI is being tested and used when appropriate to source specific skill sets; we are monitoring the results.

Screening and Assessment – every candidate goes through Manpower's **PPS+ System**, a patented, proprietary, and proven screening process. For Industrial positions, candidates are also administered Manpower's proprietary Ultradex skills battery and Safety Training, measuring competencies relevant in industrial environments, including Math and Spelling/Grammar. These Manpower best practices are designed to identify the most qualified candidates in an expeditious manner.

- **One on One Interviews** - One of the most significant steps Manpower takes when we screen and assimilate a candidate into our system – and eventually, into an assignment at the City of Stuart – is the one-on-one candidate interview. (Please see more detailed information in Tab 2 Operational Plan – Recruiting & Screening Procedures).
- **Pre-employment Testing** – Manpower will administer pre-employment drug tests, criminal background checks and, if needed, education verification for any associates assigned to the City of Stuart and only assign those individuals who meet the criteria to work at the City.
- **Employment Verification** – every associate's work authorization is verified with a photo I.D. and the social security number is run through the Department of Homeland Security ***E-Verify*** software. (Please see more detailed information in Tab 2 Operational Information – Recruiting & Screening Procedures)
- **Employment References** – every candidate's previous employment is verified through rigorous reference checks with their immediate supervisor, owner of the company, or the Human Resources department to verify that dates of employment are accurate.
- **Onboarding Associates** – qualified associates go through an extensive orientation before being sent on assignment to the City of Stuart. Associates are instructed on Manpower policies and benefits and watch harassment videos and receive Safety Training. All associates who are assigned to the City of Stuart for Light Industrial or Industrial positions must pass our Safety assessment after receiving Safety Training. (Please see more detailed information in Tab 2 Operational Plan – Safety Training).

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- **Days Required for Placement** – Since we proactively recruit and maintain a pool of background screened and drug tested candidates ready to be dispatched immediately upon request from City of Stuart, our response time would be within 4 hours of receiving a requirement to one day to fill for most positions. For positions that are highly skilled, licensed and infrequently required, it may take Manpower a few days to source for these types of skills. However, once we know that there will be an upcoming requirement, we will search our database and begin sourcing candidates to ensure that we have candidates readily available to send to the City of Stuart. (Please see more detailed information in Tab 2 Operational Plan – Lead time and Response Time).

Primary Individuals Responsible for Supervising Work with the City of Stuart:

Locally, municipalities on the Treasure Coast including the City of Stuart are being serviced by an experienced, award-winning team led by Joan Greenberg, Regional Director, Rob Vorse, Vice President, Sergio Herrera, Operations Manager, Alberto Delgado, Business Development Manager for Stuart and Martin County, Chris Ramiro, Recruiter for Stuart/Martin County. Alberto Delgado will be the Supervisor assigned to manage the City of Stuart. This team of specialists has over 50 years of collective experience in the staffing industry – with three of them having more than 20 years collectively with Manpower.

Alberto Delgado – Supervisor for City of Stuart – Alberto has worked for Manpower since 2018 as the Business Development Manager for Stuart & Martin County. Alberto has thorough knowledge of the business community in Stuart and is extremely familiar with the expectations of the City of Stuart. Prior to joining Manpower Alberto had a management role in Human Resources and Sales Leadership, where he supervised & recruited departmental staff. Alberto will be responsible for Manpower's service delivery to the City of Stuart. The service delivery model and our PPS+ system is our customized approach to matching the best candidate to your requisition and sets us apart from the competition and allows us to excel. This system helps us accurately provide the City of Stuart with productive workers and our associates with work that matches their skills, interests, and abilities.

Chris Ramiro – Recruiter – Chris and Alberto currently work together servicing the City of Stuart and clients in Martin County. Chris will be responsible for all recruiting activities for the City of Stuart. Chris will ensure that we have a pool of candidates with the skills required and already screened to dispatch upon notification from the City of Stuart. Chris interviews in our Stuart office and at CareerSource in Stuart on a regular basis where he performs behavioral interviews and has direct contact with our candidates by meeting with them in person.

Chris and Alberto have access to the conference room for any orientation that must be performed for large groups of Manpower associates. The conference room can accommodate at least 50 individuals where videos and/or presentations can be conducted to familiarize individuals with the work environment, safety procedures and general information regarding assignments at Stuart employers.

Expertise & Experience with Similar Services:

Manpower has extensive experience in working with a multitude of organizations to accomplish a single task – quality employment experience. We routinely staff and manage large employment programs that include recruiting, matching, monitoring, training and maintaining high quality, customer-oriented service to employers and employees.

Locally on the Treasure Coast and in Palm Beach County, Manpower has had experience working with several municipalities providing temporary associates performing Light Industrial, Industrial, Professional Office and Clerical duties. We also have a contract with the State of Florida, CareerSource on the Treasure Coast and in Palm Beach County. Following are several of the municipalities that we have worked with:

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Indian River County	City of Vero Beach
Martin County	Palm Beach County
City of Port St. Lucie	City of Delray Beach
City of Fort Pierce	City of Riviera Beach
City of Stuart	City of Lake Worth
City of Sebastian	City of Boynton Beach

Manpower has managed large and complex recruitment projects as the Employer of Record for the Workforce Development Boards/CareerSource during the hurricanes from 2004/2005 all the way up to the most recent storms. As the EOR for NEG (National Emergency Grant) we have had to register and pay as many as 1300 grant participants on a weekly basis. In 2004/2005 during hurricanes Jeanne and Frances, and subsequently, over the following years, we were again engaged during hurricane Wilma, Tropical Storm Fay, Hurricane Matthew, Hurricane Irma, Hurricane Nicole in Vero, and other tropical storms where municipalities needed help with clean up and humanitarian services.

As a result of COVID-19, Manpower was engaged by several healthcare facilities to assist with administering COVID-19 tests initially and then help with administering the vaccine. We had more than 80 temporary employees assisting the Healthcare Department in Palm Beach County administering vaccines, and with Cleveland Clinic on the Treasure Coast.

During the pandemic, Manpower placed and payrolled over 100 temporary workers under the National Dislocated Worker Grant for COVID-19 Disaster relief. These workers were performing the following various duties: temperature takers, clerical assistants, vaccine data entry specialists, emergency clerks and many more.

Manpower realizes how critical it can be to share best practice procedures when servicing City of Stuart and our other clients. Manpower commits itself every day to sharing proven methodologies and strategies that contribute to our clients' individual business goals.

By implementing Best Practices from previous experience servicing City of Stuart and other municipalities, Manpower will be immediately available to provide services as described in this RFP. Our Best Practices include the same successful processes we have used previously to quickly perform the following activities:

- Employee intake (application and assessment)
- Employment registration (verification of eligibility through E-Verify and process orientation)
- Worksite assignment (provide directions and instructions)
- Payroll services (gather time sheets, or electronic web-time, verify work and pay associates weekly)
- Follow-up record keeping (provide reports to City of Stuart when needed)
- Quality Performance surveys (weekly calls to worksite Manager to monitor performance)
- Weekly calls to associates ensuring that they are still at the same worksite with the same schedule performing the same duties

Manpower has developed reporting processes based on best practices developed over the past several years. Our systems are extremely robust and flexible, and allow for customized reporting or ad-hoc reports at a moment's notice to meet your needs.

Alberto Delgado

Skills

ATS, CRM's, Recruiting, Account Management, Business Development, Strategic Planning, Digital Marketing, Market Research, E-Commerce, Networking, Negotiation, G Suite, OSX, and MS.

Experience

March 2018 - PRESENT

Manpower, Stuart- *Business Development Manager*

- Develop Proposals, presentations, and contracts for existing and potential new clients.
- Develop relationships with senior decision makers (Inc. CEOs, CFO, VPs) within potential clients.
- Actively identify and generate leads through strategic sales and marketing plans.
- Full life cycle recruitment of entry to high caliber C-level talent in various industries like Marine and Aviation, Manufacturing, Service Industry, Medical, Educational Services Sector, Financial and Nonprofit.
- Engage candidates in interviews, make hiring decisions and deliver a qualified and driven workforce to meet clients dynamic staffing needs.

October 2011 - February 2018

Groovy Toys LLC/Funky Planet Corp, Port St Lucie - *Business Development Manager*

- Managed building relationships with buyers at corporate accounts such as Walmart, Target, Best Buy, Bed Bath and Beyond, Macys, Bluestem Brands, JCPenney, Beall's etc.
- Responsible for developing integrated strategies to support product initiatives including new product ideation, pricing, promotional Programs, research, and all media.
- Worked with sales rep's teams to develop retail presentations, establish sales goals, set planograms, and determine product margins and price points.
- Fostered a robust sustainable network of global accounts, strong closing skills to optimize sales results despite a previously dominant competitor advantage.

Volunteering

September 2023 - Present

Business Development Board of Martin County- *Host Committee*

March 2019 - 2021

Stuart/Martin Chamber of Commerce, Stuart- *Ambassador*

January 2020 - 2021

Martin County Human Resource Association, Stuart- *Marketing and Communications*

Education

August 2008 - January 2009

Indian River State College, Fort Pierce

October 2006 - September 2008

SAE Institute of Technology, New York

September 2002 - June 2006

John F Kennedy Highschool, New Jersey

Languages

English, Spanish

CHRISTOPHER RAMIRO

Ability Summary

RECRUITING
SALES PROFESSIONAL
CUSTOMER SERVICE
RECORD KEEPING
PROFICIENT IN MICROSOFT PROGRAMS
EXCELLENT COMMUNICATION SKILLS
LEADER IN CROSS SALES
EVENT COORDINATOR
GENERAL OFFICE PROCEDURES
TRAINING AGENT

Employment History

07/2021-Present **Recruiter/Account Manager**
Manpower
Stuart, FL

Primary responsibilities:
Recruit candidates for Manpower clients based on:
Specific needs of clients
Conduct assessments to ensure skills are proficient in the software needed
Conduct behavioral interviews to gain an understanding of the candidates' previous job history, what they liked, the management and culture that was most successful
Listen to their needs, wants and desires
Match candidates to the skills and culture of clients' environment
Maintain constant contact with associates once placed on assignment
Mitigate any impending issues by being proactive
Redeployed associates to ensure their career goals were being met
Perform ongoing quality assurance calls with clients while associates were working
Note all conversations in Manpower ATS
Work with Operations Manager on ads that attract the right candidates
Engage in Social Media to keep our brand front and foremost

12/2019 - 07/2021 **Financial Analyst**
Nationwide Financial Services, Boynton Beach, FL
B2B Sales calls (100+ calls daily)
Contacting the Owner to help them with their business debts
Discussed program details for those clients who had $10,000 or more in business debt
Suggested products suitable to the customers' needs basing on how long they had left in their balance owed and/or if replacement may be required on necessary processors.
Managed a team conducting daily operations to achieve the weekly, monthly or annual goal(s).

01/2014 - 01/2019 **Auto Insurance Agent**
LESLIE KAYS INSURANCE, Boynton Beach, FL

- 4-40 Auto Insurance Customer Service Representative.
- Proficient in Applied Rater (SemCat), Docusign, Outlook, Word and Hawksoft electronic filing system.
- Wrote policies in 48 States and specialized in Auto, SR-22, FR-44, Motorcycle, Travel
- Trailer/Motorhomes, Boats, Commercial Auto and General Liability.
- Liaison between Customer and respective insurance companies assigning with policy needs such as changes to policy and customer retention.
- Proposed Writing Renters and Homeowner policies to prospects and current customers.
- Leader in "Cross Sales" selling over 100 ancillary policies 3 years in a row (2016,2017,2018) including training multiple Agents on daily operations.
- Sold an average of $35,000 in policy premium sales monthly.
- Marketed products to prospects at events such as the Miami Motorcycle and Miami Boat shows.

09/2012 - 08/2014 **Customer Service**
SEPTIC MAXX, Delray Beach, FL
Contacted prospective customers regarding state-of-the-art septic maintenance products pursuant to on- line leads or surveys.
Discussed products for those customers who had a septic tank and needed more than the store brand products.
Suggested products suitable to the customers' needs basing on how long they had a septic tank and/or if replacement may be required.
Managed a team conducting daily operations to achieve the weekly, monthly or annual goal(s).

07/2012 - 09/2012 **Agent to bind**
STAR INSURANCE GROUP, Boca Raton, FL
Assisted Insurance Agents in the pre-qualification of prospective customers for Health, Life and Variable Annuities plans.
Once customer showed interest in the program, forwarded the call to the respective Agent to bind.

08/2002 - 02/2006 MARINE CORPS,
Administrative Assistance
US Marines, Corpus Christi, TX
Administrative assistance- data entry of personnel files. Other related office procedures

Education History

General High School Curriculum
High School Diploma
William T. Dwyer, Palm Beach Gardens, FL

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Tab 2 – Operational Plan/Servicing Procedures

Our comprehensive intake process, coupled with our thorough understanding of your work environment, helps us select motivated people with the skills, experience, commitment, aptitude, and personality to succeed in their assignments. We also understand the importance of safety and how it affects work being performed at the City of Stuart. We administer Safety Training and a Safety Assessment to every candidate who is interviewed for an industrial position at the City. If they do not pass the Safety Assessment with a minimum score of 70, they are not placed on assignment. All Office/Clerical candidates are administered skill assessments to determine their skill level in such programs as Word, Excel, PowerPoint, Access, Outlook, or experience with software needed by the City of Stuart.

Manpower Servicing Procedures (with prior approval):

- Manpower receives requirement for candidate from City Stuart – this can be by phone, email, text or sent directly to our website (ManpowerSFL.com).
- Manpower will confirm receipt within 1 hour with a status as to the availability of a qualified candidate/associate who has had the necessary background screening.
- Should there not be a suitable candidate available immediately, Manpower will communicate the timeframe needed to assign the candidate.
- Once a suitable candidate has been identified, Manpower will notify City of Stuart the name of the person to be assigned.
- Should City of Stuart want to interview first, Manpower will schedule an interview based on the Manager's availability.
- If an interview is not required, City of Stuart will provide Manpower with an assignment start date and Manpower will contact the associate with the start date.
- Manpower will contact the City of Stuart Manager & provide the name of the Manpower associate.
- Manpower will contact the City of Stuart Manager on the first day of the assignment to ensure that the associate arrived safely and on time.
- Manpower follows up weekly with Department Managers to ensure associates are meeting the expectations of the Managers and work is being performed properly.
- Manpower follows up weekly with Associates to uncover any impending issues. This mitigates any problems that could impact the work being performed.

With a robust pipeline of candidates in place, the next step is to validate each candidate's employment experiences and skills sets. Tools that are part of **PPS+** allow Manpower to identify and confirm relevant work experiences. Also, job-related work skills are identified by administering Manpower's **Ultradex** skills battery, which consists of tests measuring competencies relevant in industrial environments. Associates having the most relevant experience, and demonstrating the best skills, will be assigned to the City of Stuart.

Assignment of Qualified and Productive Associates — because making the best match of associates to your detailed, specific needs is our goal, Manpower's Service Delivery Model uses proven methodologies for assessing and predicting the performance of candidates - Our Predictable Performance Plus System **(PPS+),** a patented, proprietary, and proven screening process with web-based tools, ensures consistency and accuracy in the screening, selection, assessing, and assignment of qualified and productive associates.

This means:

- All screening and interviewing processes are built to maximize information about work-related experiences.

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- Work-related competencies are identified using Manpower's skills battery, which consists of tests measuring competencies relevant in industrial environments and office/clerical positions.
- Associates with the best skills and most relevant experience are assigned to fill City of Stuart's job orders.
- All Background checks, drug tests and education verification for City of Stuart will be conducted as required at no additional cost to the City. Results will be presented to Human Resources for prior approval.
- Free, thorough training in various areas provides associates with advanced and emerging skills not readily available in the marketplace:
    - MyPath is a collection of resources to help our associates prepare for the changing job market. Through groundbreaking investments in people, Manpower delivers our clients access to more highly qualified talent, reduced turnover, and increased confidence in your workforce. We are positively impacting society by upskilling the workforce to prepare for future jobs. MyPath guides associates to identify strengths, explore jobs, learn new skills, and enroll in college courses to pursue an Associate's or Bachelor's degree.

Manpower Assessments
Manpower's wide array of assessments can identify candidates' real-world capabilities, helping you efficiently assemble a high-performance workforce.

Ready-to-Contribute Candidates
Validated and reliable, Manpower assessments enable us to objectively measure and evaluate candidates' knowledge and abilities to predict on-the-job performance. That means we can provide you with people who can hit the ground running, deliver top-quality work, and improve productivity from day one. Below are three main pillars of our assessments program.

- Manpower Quality–We will only leverage assessments that have demonstrated rigor and practicality for our business.
- Ethical Usage–We will uphold our ethics by using assessments and results only for their designed purpose.
- Assessment Protection–We will uphold the integrity of our assessment data, processes, and tools in accordance with our internal best practices.

Lead Time & Response Time/Customer Communication - We understand that needs may be immediate. Therefore, we have developed a process in which we proactively recruit a pool of qualified candidates who are ready to be dispatched when these immediate needs arise. We have the tools, resources, local expertise, and experience to deliver quality personnel and performance for the City of Stuart within a quick response time. Depending upon the skill level needed, our response time in placing a qualified candidate could be anywhere from one hour to 24 hours. Upon receipt of an order, we get back to the department manager/supervisor with a status within one hour, four hours at the most. Once the candidate is recruited, we will give the name of the associate who has been assigned to the position and provide the assessment scores and resume where needed.

Employee Problem Resolution Procedures— Manpower takes full responsibility for our associates and possesses the knowledge and resources to resolve performance problems quickly. We encourage an open-door policy with all our employees and implement a formal mechanism for feedback through our

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Quality Performance Program. In this way, we aim to address negative situations before they become problems.

When problems arise, Manpower takes a direct, proactive approach to address and resolve all problems to protect the client as much as possible from negative effects. Manpower's service personnel are trained to handle common personnel issues. For more complex issues, the leadership team would be supported by a group of divisional functional resources unlike anything offered by Manpower's competitors – an example being Manpower provides local service personnel with ***dedicated and divisional-based*** human resource and safety professionals to reach out to for guidance, direction, and solutions. Our leadership team has access to our attorneys who specialize in employment law.

Should a problem arise that is not resolvable, and a replacement needed, we would inform the associate after they leave work not to return the following day. In extenuating circumstances, Alberto and Chris would go to the site to escort the Associate off the premises. We would communicate with either Human Resources or the department Manager and provide the name of the replacement. In the event that our associate left any personal items at the City of Stuart, we would arrange for either Alberto or Chris to go to the site and pick up the items.

Width & Breadth of Workforce:
Manpower's focus is on building qualified pools of people proactively and as a service company, our efficiency in processing and qualifying people is a top priority. The employee pool of the Manpower Stuart office spans from Indian River County to Martin County and is comprised of Office/Clerical/Professional and Light Industrial workers. Many of our associates are placed on short term and long term indefinite assignments, with several associates being hired permanently by clients.

Following is the number of current registered associates for each county:
St. Lucie County – 17,579
Martin County – 4,673
Indian River County – 6,142
Okeechobee County – 619

Active associates for each county (Active associates are those associates either currently working, in between assignments or just registered and waiting for assignment):
St. Lucie County – 5,774
Martin County – 814
Indian River County – 349
Okeechobee County – 85

Invoicing, Payroll and Billing Procedures
Manpower associates are provided with orientation regarding the payroll process during their interview. They are instructed on how to complete their timesheet, how to get it signed and the day it is due in our office in order to be paid for the time they worked. Manpower's week begins on Monday and ends on Sunday. All associates are paid the Friday following the week worked.
Invoicing is performed weekly on Thursday after the week that the employees work and is based on the employee's signed and authorized timesheet. While all Manpower associates are provided information on how to complete their timesheet, and the day it is due, if an employee does not turn in a timesheet properly signed by the supervisor, invoicing may be delayed while hours worked are verified with the supervisor. Manpower can also provide the City of Stuart with a web-based time approval process.

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Invoicing can be done on a departmental basis and can include PO numbers if needed, showing the name of the employee, the hours worked, the hourly bill rate and any other necessary data. Invoices can be customized to the requirements of the City of Stuart. Invoices can be paid via check, or ACH transfer. Invoices are due upon receipt. Additional reports are able to be generated on an as needed basis as requested by the customer.

Benefits
Manpower currently offers medical insurance to all its associates that complete at least 30 days on assignment. The plan is considered Minimum Essential Coverage by the ACA mandate and protects the associates from having to owe any IRS penalties when they file taxes. (This individual mandate is removed in 2019.) There are 83 preventative services that are covered at 100% in-network and 40% out-of-network. The MEC plan satisfies the federal healthcare reform Individual Mandate. Fort purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower.

Manpower offers one of the most comprehensive benefit packages in the industry. Our benefits include a **401(k) plan**, **paid holidays**, and career development training.

Career/Skill Development Training for temporary associates:
Manpower's Training and Development platform - MyPath, is key for workforce development. MyPath's component, POWER YOU allows us to build and retain highly skilled and knowledgeable employees, ultimately benefiting our clients.

Manpower's POWER YOU provides more than 5,000 online courses to enhance the skills and careers of today's workforce.

- Courses cover a range of topics falling within major categories such as Environmental Safety & Health geared to Industrial and Light Industrial workers; end-user software applications, business skills, and information technology.
- Assessments and certification testing preparation
- Mentoring programs provide instant assistance from experts.

MyPath is also a collection of resources to help our associates prepare for the changing job market. Through groundbreaking investments in people like never before, Manpower delivers clients access to more highly qualified talent, reduced turnover, and increase confidence in your workforce. Not only that but we are positively impacting society by upskilling the workforce to prepare for future jobs. MyPath guides associates to identify strengths, explore jobs, learn new skills, and enroll in college courses to pursue an Associate's or Bachelor's degree. Eligible, actively assigned Manpower associates can get free courses through Manpower's Full College Tuition Coverage Program.

Safety Training:
Providing a safe and secure workplace is at the top of every company's list of priorities. Manpower bears responsibility for our workforce with extreme seriousness and great care.

Following your organization's safety practices and rules, and adhering to all government regulations takes priority over every other training activity Manpower offers. Manpower's strong commitment to keep a close watch on safety in the workplace and thoroughly training our associates with a variety of safety programs translates into injury prevention.

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Manpower goes beyond simply complying with government regulations. The number of activities we have developed to promote safety in the workplace seeks to avert injuries from occurring in the first place. In turn, these exclusive Manpower programs:

- Manage your costs as our burdens for workers compensation are controlled.
- Control employee turnover, which can affect unemployment taxes.
- Promote worker efficiency and process efficiency.
- Reduce the amount of time your staff spends monitoring and training contingent workforce resources.

Manpower partners with Gallagher Bassett to provide best-in-class safety training solutions for our associates. Gallagher Bassett is the nation's leading supplier of safety and regulatory compliance solutions. That same training is also available to our clients.
Safety Training topics covered include:

- Workplace Hazard Perception Challenge
- Forklift Safety
- Ergonomically Correct Lifting
- Lockout/Tagout
- Bloodborne Pathogen Safety and more

In short, we are committed to safety and your success. Manpower implements activities and programs to promote safety in the workplace (Additional information on Training is provided under Tab 6 Optional Information)

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%43
2	Laborer I	%43
3	Laborer II	%43
4	Custodian	%43
5	Sanitation Worker	%43
6	Office Assistant	%39

Company Name Famoso Inc DBA Manpower

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

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Tab 4 – Insurance

Manpower has Insurance with coverages as detailed in Item 4.9. A certificate of insurance indicating that Manpower has coverage in accordance with the requirements herein set forth will be furnished by Manpower to the City along with their qualification data. A properly completed Accord Form is preferable and will be provided. The City of Stuart, its offices, board members, employees, and agents will be named as additional insured on general liability & automobile liability insurance policies. Manpower does not intend to engage any subcontractors.

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Tab 5 – References

Customer References:

Contact	Company Name	Telephone Number	Email Address
Brian Bauer CEO	CareerSource RC	866.482.4473	bbauer@careersourcerc.com
Dr. Rafael Sanchez Jr. Ex. Director Human Resources	St. Lucie County Public Schools	772.429.3500	rafael.sanchez@stlucieschools.org
Gertrude Walker, Supervisor of Elections	Supervisor of Elections – St. Lucie County	772.462.1503	gertrude@slcelections.com

Reference letters from above customers are attached.

City of Stuart

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: St. Lucie County Public Schools			
Address 9461 Brandywine Lane			
City Port St. Lucie ,	State FL	Zip Code 34986	
Contact Name: Dr. Rafael Sanchez, Jr.		Title: Executive Director of Human Resources	
Phone No: 772.429.3600	Fax:	Email: Rafael.Sanchez@stlucieschools.org	
Date of Service or Contract Period: 2001 - Present		Location Various Schools in SLC	
Summary of Services Performed Admin and Indust Staffing		Governmental or Private	

#2 REFERENCES

Company/Entity Name: CareerSource Research Coast			
Address 584 NW University Blvd Ste 100			
City Port St. Lucie ,	State FL	Zip Code 34986	
Contact Name: Brian Bauer		Title: President/CEO	
Phone No 866.482.4473x418	Fax:	Email: bbauer@careersourcerc.com	
Date of Service or Contract Period: 2005 - Present		Location Martin, St. Lucie, Indian River Counties	
Summary of Services Performed : Admin and Indust Staffing		Governmental or Private	

#3 REFERENCES

Company/Entity Name: SLC Supervisor of Elections			
Address 4132 Okeechobee Road			
City Fort Pierce ,	State FL	Zip Code 34947	
Contact Name: Gertrude Walker		Title: Supervisor of Elections	
Phone No: 772.462.1500	Fax:	Email: gertrude@slcelections.com	
Date of Service or Contract Period: 2012 - Present		Location St. Lucie County	
Summary of Services Performed: Admin and Indust Staffing		Governmental or Private	

Company Name Famoso Inc DBA Manpower

BOARD MEMBERS
Troy Ingersoll, *Chairman*
DISTRICT #5
Debbie Hawley, *Vice Chairman*
DISTRICT #1
Jack Kelly
DISTRICT #2
Dr. Donna Mills
DISTRICT #3
Jennifer Richardson
DISTRICT #4

St. Lucie PUBLIC SCHOOLS

Each Child, Every Day

SUPERINTENDENT
Dr. Jon R. Prince

9461 Brandywine Lane
Port St. Lucie, FL 34986
772.429.3600
www.stlucieschools.org

September 19, 2023

Thank you for your Manpower staffing assistance in providing temporary associates during our busiest time of year. St. Lucie Public Schools has been very pleased with the professionalism and attention to our staffing needs.

As you know it is important to St. Lucie Public Schools for personnel staffing to be reliable, well-trained, and committed. We have found that Manpower has exceeded our expectations by producing fully qualified employees.

It is the District's intent to contact Manpower for future staffing needs. Please feel free to utilize this letter of recommendation as a reference in your business development efforts.

Sincerely,

Rafael Sanchez JR

Dr. Rafael Sanchez Jr.

Executive Director of Human Resources

CareerSource
RESEARCH COAST
A proud partner of the AmericanJobCenter network

careersourcerc.com

January 21, 2020

To Whom It May Concern,

This letter serves as my professional recommendation for Manpower. I have had the opportunity to work with Manpower for the past thirteen years. The first occasion was in 2004 during the recovery from Hurricanes Frances and Jeanne, in 2008 during the recovery from Tropical Storm Fay, in 2009/2010 after our Board received stimulus funding, 2016 for Hurricane Matthew, and with recovery efforts for Hurricane Irma. Manpower currently serves as the Workforce Development Board of the Treasure Coast, d/b/a CareerSource Research Coast, Employer of Record since June 2011.

As the Employer of Record, Manpower's contract with CareerSource Research Coast is renewed annually based on performance. Manpower has proven over the years, to understand the actions, procedures and requirements that need to occur to make our organization and its' programs successful.

Manpower has always been flexible and has responded to CareerSource Research Coast's specific needs in an efficient and thorough manner. The staff at Manpower has always been professional, cooperative and pro-active. I highly recommend Manpower's services for any staffing needs your organization may require.

Sincerely,

Brian K. Bauer
President/CEO

info@careersourcerc.com
Administrative Office
584 NE University Blvd., Suite 100, Port St. Lucie, FL 34986
Phone: 866-482-4473 Fax: 866-314-6580

Gertrude Walker
Supervisor of Elections
St. Lucie County

4132 Okeechobee Road • Fort Pierce, FL 34947-5412 • (772) 462-1500 • Fax (772) 462-1439

March 18, 2022

To whom it may concern

Re: Angela Saillant
Manpower Employment Agency

I am pleased to recommend the services of Manpower Employment Agency. For the past 16 years, my office has had the pleasure of working with the agency during our busy election season. They have provided us with quality temporary staff that demonstrate great customer service and data entry skills. In addition, they efficiently process payroll for our Election Workers who work during early voting. We appreciate the customer focus, communication and attention Manpower provides to our needs as their clients.

Without hesitation, I would recommend the services of Manpower Employment Agency.

Sincerely,

Gertrude Walker

Gertrude Walker, CFS
St. Lucie County Supervisor of Elections

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
2845 SE Federal Highway • Stuart, Florida 34997 • Telephone (772) 219-1255 Ext: 36201

Renee Hayes
Director of Purchasing

September 26, 2023

To whom it may concern:

Martin County School District has been using Manpower for temporary services in the areas of custodial and office help. For the past couple of years, Manpower services have been utilized within the District for Schools and Departments such as Facilities, Purchasing, and most recently Reprographics. We are happy with the superior services and customer service they have provided. They have been a partner to the district, not just a vendor. The responsiveness of the staff at Manpower are second to none. We are thankful to have Manpower who helps fill the temporary needs of our district.

We recommend the services provided and will continue to use Manpower as they are exceeding the needs of our District.

Sincerely,

Renee Hayes, CPPO, CPPB
Director of Purchasing, Reprographics and Warehousing
Martin County School District
2845 SE Dixie Highway
Stuart, FL 34997

www.martinschools.org

Michael Maine, Superintendent
School Board Members: Michael DiTerlizzi • Marsha Powers • Amy B. Pritchett • Jennifer Russell • Christia Li Roberts

"To Educate All Students for Success"

Manpower
1650 S. Kanner Hwy
Stuart, FL 34994

T: 772.287.5359
F: 888.473.6912
www.manpowerSFL.com

Tab 6 – Optional Information

Manpower is a strong company with a clear Vision. Our Vision is to lead in the creation and delivery of innovative services that enable our clients and candidates to win in the changing world of work. To achieve our Vision, Manpower leaders have crafted strategies designed to enrich people's lives with quality employment opportunities and training, and provide companies and government entities with quality HR solutions that help them increase productivity, improve efficiency and manage the bottom line.

- The wide range of services we offer beyond contingent staffing make us a well-rounded company with many ways to establish partnerships. We have a number of ways to tackle business needs with quantifiable results. Our portfolio of services now includes assessments, training, and behavioral interviewing.
- We must point to us, Manpower's people. Without the staff's willingness to go the extra mile, all the best systems and tools in the world are ineffective. We have and will continue to invest in this relationship to make gains together. Where we might have slipped, we have learned. Where we have done well, we have learned as well to repeat these best practices and enhance them even more. A core premise for Manpower is that past behavior predicts future performance. You have evidence of performance, commitment, and results with us. You may have promises of future performance with other vendors, but our results demonstrate our ability to service the City of Stuart.

Federal, State and Local Compliance
Manpower has implemented processes and policies to help ensure compliance with all applicable state, federal and local employment laws, including Equal Employment Opportunity (EEO) and affirmative action laws. ManpowerGroup has an in-house Employment Law Team with attorneys who specialize in employment laws of all U.S. states, as well as federal laws. Manpower in Stuart has their own attorney who is an expert in Florida employment laws and communicates relevant legal updates to our Manpower leadership as frequently as necessary, on an as-needed basis.

The Manpower Difference
Similar to other staffing companies, Manpower has the knowledge to recruit, assess, and train associates for City Stuart. The Manpower difference lies in our comprehensive training and education path that effectively prepares our administrative associates for new situations, and hones the skills they need to be successful. Coupled with Manpower's intake process and thorough understanding of your working environment, we select motivated people with the skills, commitment, aptitude, and personality to succeed in their assignments. Ways we differentiate ourselves are highlighted in the following sections.

Training through PowerYOU
With the ever-changing demands, we consider training a key differentiator for our associates' productivity, efficiency, and long term satisfaction. The ManpowerGroup PowerYOU training system contains over 5,000 online courses in business skills, desktop skills, contact center, health and safety, information technology, and telecommunications training. Courses cover critical business skills and are broken down into niche topics, allowing users to focus on key areas for development. The PowerYOU training system benefits our associates, but also benefits our clients with more productive and efficient performers who are engaged and motivated. If requested, Manpower will partner with City of Stuart to evaluate available training options and will then develop a training curriculum for assigned associates. Training courses can also be used for associates who need skill enhancement in a certain area. Through a host of training programs, we are helping our associates build the talent and skills it takes to make a difference for our company and adjust to the ever-changing demands of the workplace. Our training offerings span an associate's skill in almost any application.

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Administrative Screening and Assessments
We lead the industry in our screening and selection process, ensuring that our associates possess the skills required for each unique placement. Screening and skill assessments play a significant part in Manpower's successful placement of candidates on administrative assignments. Our validated skill assessments guide us in determining how well a candidate knows a specific skill. This results in smart and accurate placement decisions.

Assignment Expectations
Manpower prepares our associates for client assignments and specific work sites by providing information that may be unique to a particular client. If City of Stuart has such requirements that need to be covered during the orientation process, Manpower can easily create a customized brochure or associate guide highlighting those areas.

Topics for orientation can include:
- City of Stuart's policies and rules · Confidentiality
- Work expectations and accountability · Attendance
- Information security guidelines · Work hours and break times
- About City of Stuart· Security and safety procedures
- Dress code policy · Smoke-free policy
- Electronic communications policy · Injury or illness on the job
- Directions and parking instructions

Communication
Our staff keeps in close contact with our associates to gauge satisfaction with the assignment, solicit regular feedback, counsel as necessary, and provide continued support. We provide our associates with the name, phone number, and e-mail address of the local Manpower Recruiter who is responsible for answering all questions regarding their assignment, assisting them with enrolling in our benefits program, and coordinating additional training programs for them. To communicate more effectively with our associates and to build longer, lasting relationships, our representatives reach out to our associates proactively to ensure that they have everything they need while on the job.

A local Manpower representative serves as the Supervisor and primary point of contact for associate inquiries including:
- Policies, procedures, and benefits
- Career development and training opportunities
- Performance issues and conflicts
- Job satisfaction surveys
- End-of-assignment procedures (final timesheet submission, security badge, equipment return, etc.)

Manpower representatives also oversee orientation, provide associates with client feedback upon assignment completion, and conduct status/quality calls with associates to establish a personal rapport. While on assignment, our representatives may also conduct site visits to meet with our associates and City of Stuart to improve satisfaction. Manpower representatives typically engage with their associates every two weeks by phone and personally meet with them at least once a month. This is to get an update on their status and uncover any unresolved issues. Ongoing, two-way communication also allows us to present our associates with a variety of options designed to enhance their long-term job satisfaction.

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How We Manage Associates
A skilled, knowledgeable associate works smarter, safer, and more efficiently. The associate also generates results faster. Companies need talented workers to reach further and build a successful, productive workplace. Through Manpower's host of training programs geared toward administrative positions, we are helping our associates build the talent and skills it takes to make a difference for companies and adjust to the ever-changing demands of the workplace.

Manpower has also partnered with one of the leading online training development companies, SkillSoft, to offer world class training options to develop an associate's skills and talent. Course offerings range from one to twelve hours in length (associate sets pace/time for completion) and many include additional reference materials such as skill briefs and job aids.

ManpowerGroup Awards and Achievements:

- In 2022, ManpowerGroup was named one of the World's Most Ethical Companies by Ethisphere— the only company in the industry to be named to the list for twelve consecutive years.
- Also named one of the World's Most Admired Companies by Fortune magazine for the 17th consecutive year in 2022.
- Being one of *Fortune*'s Most Admired Companies within the staffing industry is a huge differentiator because of the challenge it places in front of every Manpower employee. Reaching this goal, keeping it, and improving upon it from one year to the next is a personal challenge to every person who works for Manpower. Our resolve is to keep our status firmly set in place for years to come. It is just one measurable and public outcome of a philosophy of continuous improvement and a client-centric work ethic throughout the company.
- ManpowerGroup is included in the Dow Jones Sustainability Index and the GTSE4Good Index Series, both for the 9th consecutive year.
- A Strategic Partner of the World Economic Forum for the past 16 years.
- Earned Gold Star CSR Rating, the highest score on EcoVadis's environmental, social and ethical supplier performance assessment, since 2012.
- Disability Equality Index Names ManpowerGroup a Best Place to Work in the US for Eighth Consecutive Year (July 2023) - ManpowerGroup has been recognized by the Disability Equality Index® (DEI) as one of the Best Places to Work in the US, receiving a top score for the eighth consecutive year for our commitment to diversity, equity, and inclusion in the workplace.
- ManpowerGroup Named America's Best Management Consulting Firm (March 2022)–Forbes and Statista selected ManpowerGroup among America's Best Management Consulting Firms based on the results of two independent surveys. In the 'Expert Survey,' 7500+ management consulting executives and partners were asked to make peer recommendations for consultancies in sixteen industries and sixteen functional areas; in the 'Client Survey,' 1,300 + senior executives were prompted to evaluate management consultancies they have worked with during the last four years.
- ManpowerGroup Named 2021 CSO50 Award Winner (May 2021)–ManpowerGroup is honored to be named a 2021 CSO50 Award Winner, recognized for our use of innovation and a people-first approach to solving today's security challenges. When faced with the challenge of moving our operations remote in February 2020, our "Zero Trust Work-From-Anywhere Transformation" provided the tools, technology, and functionality to enable secure remote working for our employees across 75+ countries at speed and scale.

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- ManpowerGroup Nominated for Best Global Campaign (March 2021)–ManpowerGroup's #Game2Work campaign is a finalist for this year's Shorty Awards for Best Global Campaign. The Shorty Awards recognize the most influential, popular, and culturally relevant brands and influencers across social media and digital platforms. Our #Game2Work Campaign is a social-led and new way for us to engage with candidates who may have difficulty entering the labor market because they lack work experience and the ability to make their skills seems relevant to employers' needs.
- ManpowerGroup Named One of "World's Most Admired" Companies by Fortune Magazine (January 2022)–ManpowerGroup has been named one of Fortune Magazine's 2022 World's Most Admired Companies for the 17th time, receiving top scores for Social Responsibility and Global Competitiveness.
- ManpowerGroup Named to Forbes' Best Employers for Diversity 2022–Forbes partnered with market research company Statista to create its second annual ranking of America's best employers for diversity– and ManpowerGroup was proud to make the list. The list was compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees.
- ManpowerGroup Named Best Company to Work for Women–ManpowerGroup (NYSE: MAN) has been named a 2022 "Best Company to Work for Women" in the US by the Women's Choice Award®, a leading advocate for women across the country. ManpowerGroup was recognized for its company culture, commitment to career development, work-life balance, and female representation at every level.

Addendum #1

Sep 6, 2023 2:06 PM

1. When is the anticipated start date?

The current contract expires February 28, 2024.

2. Does this venture require bonding?

No.

3. Are bidders required to have an office in a certain radius?

No

4. What is the anticipated cost of this venture?

It is on an as needed basis. There is no way to determine a cost.

5. How many temporary employees are needed to fill these roles?

Temporary services are on an as needed basis.

6. What are the pay rates or does vendor determine pay rates?

Please look at attachments. The rates are negotiated with a percentage up charge.

7. Are vendors required to bid to fill all positions?

No

8. Are there specific certifications or state registrations required to bid on this venture?

Proposer must be licensed and insured.

9. Are vendors able to acquire state certifications directly following being awarded this contract?

No certifications must be included with proposal.

10. What is the anticipated award date for this contract?

The anticipated award date is sometime in January.

Addendum #2

Sep 8, 2023 11:10 AM

1. Can you please elaborate on what license do we need to submit with the bid response?

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected. B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida. C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.2. Do we need to be licensed to do business in the City of Stuart to submit a response to the bid? **Only if your business**

is located in Stuart. 3. Do we need to be licensed to do business in the State of Ohio to submit a response to the bid? **You must be licensed in the State of Florida.**

Addendum #3

Sep 13, 2023 12:25 PM

1. How many awards will be rewarded? If unknown, will there be multiple awards?

It is unknown we like to award to multiple firms to keep our options open. We currently have three different vendors we utilize.

Addendum #4

Sep 13, 2023 3:30 PM

1. If this is not a new venture, what was the previous costs for these services?

The expenditures for theses services are about $50,000 a year.

MARTIN COUNTY BUSINESS TAX RECEIPT

2023 / 2024

EXPIRES: September 30, 2024 **Account #:**20102751288

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 1650 S KANNER HWY
Business Phone: (772)287-5359
NAICS Code: 561320
State License:
Business Description:
PUBLIC SERVICE (TEMPORARY AGENCY)

usiness Name FAMOSO INC
usiness DBA
wner Name VORSE, MICHAEL

FAMOSO INC
11211 PROSPERITY FARMS RD STE 210
PALM BEACH GARDENS, FL 33410

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

d Date **08/08/2023**
ceipt Number
R-22-00249554

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Activity Confirmation from the City of Stuart

StuartPayments@paymentus.com <StuartPayments@paymentus.com>
Wed 9/6/2023 12:04 PM

To:Michelle Vorse <michelle.vorse@manpower.com>

BE ALERT: The sender of this email is outside of ManpowerGroup.
Please check that you recognize the sender before opening links or attachments. If in doubt, use the Report Spam or Report Phishing buttons at the top of your Outlook toolbar to report a concern.

Dear MANPOWER MANPOWER TEMPORARY SERVICES MANPOWER,
We are pleased to confirm your payment with the City of Stuart. Below is the summary of your payment transaction. Your payment has been received and will be posted to your account. Thank you for your continued relationship with the City of Stuart.

Confirmation number:	**3198170298**
Payment date:	**Sep 6, 2023, 12:04:09 PM**
Payment amount:	**$70.00**
Payment status:	**ACCEPTED**

Contact Information

First name:	**Manpower**
Middle name:	**MANPOWER TEMPORARY SERVICES**
Last name:	**Manpower**
ZIP Code:	**34994**
Daytime Phone Number:	**(561) 694-2902**
Email:	**michelle.vorse@manpower.com**

Account Information

Payment type	**Business Tax Receipts**
Account number:	**25558**
Payment method:	**Credit Card**
Date due:	**Sep 30, 2023**

Payment Method Information

Card type:	**Visa**

Card number:	**********0730
Card holder name:	**Michelle Vorse Manpower**

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
FAMOSO, INC.

Filing Information

Document Number	P96000103251
FEI/EIN Number	65-0731604
Date Filed	12/23/1996
State	FL
Status	ACTIVE

Principal Address

11211 PROSPERITY FARMS RD
C-210
PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Mailing Address

11211 PROSPERITY FARMS RD
C-210
PALM BEACH GARDENS, FL 33410

Changed: 01/22/2003

Registered Agent Name & Address

CULLEN, MARK A
C/O THE CULLEN LAW FIRM, P.A.
500 S AUSTRALIAN AVE STE 543
WEST PALM BEACH, FL 33401

Name Changed: 03/28/2001

Address Changed: 01/12/2015

Officer/Director Detail

Name & Address

Title P

VORSE, R. MICHAEL
990 MORSE BLVD
RIVIERA BEACH, FL 33404

Title VP

VORSE, ROBERT W
11744 BANYAN ST.
PALM BEACH GARDENS, FL 33410

Annual Reports

Report Year	Filed Date
2021	02/10/2021
2022	01/24/2022
2023	02/08/2023

Document Images

02/08/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/31/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
09/28/2012 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
02/25/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/26/2005 -- ANNUAL REPORT	View image in PDF format
02/03/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
03/28/2001 -- ANNUAL REPORT	View image in PDF format
04/06/1999 -- ANNUAL REPORT	View image in PDF format
04/16/1998 -- ANNUAL REPORT	View image in PDF format
04/22/1997 -- ANNUAL REPORT	View image in PDF format
12/23/1996 -- Domestic Profit Articles	View image in PDF format
12/23/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

DIVISION OF CORPORATIONS

Previous on List Next on List Return to List

Filing History

Fictitious Name Search

Submit

Fictitious Name Detail

Fictitious Name

MANPOWER

Filing Information

Registration Number	G05230900249
Status	ACTIVE
Filed Date	08/18/2005
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	4
Events Filed	3
FEI/EIN Number	65-0731604

Mailing Address

11211 PROSPERITY FARMS RD
SUITE C-210
PALM BCH GARDE, FL 33410

Owner Information

FAMOSO INC
11211 PROSPERITY FARMS RD, SUITE C210
PALM BEACH GARDENS, FL 33410
FEI/EIN Number: 65-0731604
Document Number: P96000103251

Document Images

08/18/2005 -- Fictitious Name Filing View image in PDF format

08/04/2020 -- Fictitious Name Renewal Filing View image in PDF format

07/02/2015 -- Fictitious Name Renewal Filing View image in PDF format

06/09/2010 -- Fictitious Name Renewal Filing View image in PDF format

Previous on List Next on List Return to List

Filing History

Fictitious Name Search

Submit

REQUEST FOR PROPOSAL

2023-207

TEMPORARY PERSONNEL SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: August 30, 2023

DEADLINE FOR QUESTIONS: September 15, 2023

RESPONSE DEADLINE: September 27, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/stuartfl

City of Stuart

REQUEST FOR PROPOSAL

Temporary Personnel Services

I. Advertisement .....

II. Introduction .....

III. Instructions To Bidders .....

IV. General Information .....

V. ARPA Terms and Conditions .....

VI. Scope of Work .....

VII. Evaluation Phases .....

VIII. Vendor Questionnaire .....

Attachments:

A - Price propsal form

B - FEMA_TERMS_AND_CONDITIONS_-1

1. ADVERTISEMENT

Proposals for Temporary Personnel Services will be received by the City of Stuart at the https://procurement.opengov.com/portal/stuartfl until Wednesday, September 27, 2023 at 2:30 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at https://procurement.opengov.com/portal/stuartfl. If not submitting electronically then an original, three (3) copies and one (1) electronic (PDF format preferred) on a CD or Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2023-207. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained from the City's e-procurement portal https://procurement.opengov.com/portal/stuartfl or by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

Mark outside of envelope: RFP2023-207: Temporary Personnel Services

Published: Wednesday, August 30, 2023

2. INTRODUCTION

2.1. Summary

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

2.2. Contact Information

Alaina Knofla
Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: (772) 288-5320

Department:
Procurement & Contracting Services Division

2.3. Timeline

Release Project Date	August 30, 2023
Question Submission Deadline	September 15, 2023, 4:00pm

Proposal Submission Deadline	September 27, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 262 965 217 947 Passcode: 5rexNn Download Teams | Join on the web Or call in (audio only) +1 872-242-8065,,156622552# United States, Chicago Phone Conference ID: 156 622 552# Find a local number | Reset PIN Learn More | Meeting options

3. INSTRUCTIONS TO BIDDERS

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, three (3) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:
To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

3.2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications
Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Proposer must provide details of comparable experience within the past five years, specializing in employment/staffing services. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time for placement of service, location of their project team, corporate structure, ownership interest, and the length of company's existence. Describe how the firm shall provide competent able bodied personnel sufficient to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience, skill and education that must be 18 years or older.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with a minimum of five (5) years' experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional

information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Servicing Procedures

Describe, in detail, the proposed plan for providing the services identified in this RFP. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with City staff. Provide details of availability of qualified personnel to perform services, replacement procedures, verification documents, and the handling of payroll processes.

Tab 3 ~ Attachment A- Price Proposal Form

Insert all requested pricing in the attached Price Proposal Form.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors and employee leasing firms to conform to all requirements for insurance contained herein.

Tab 5 ~ References

Provide a minimum of three (3) satisfactory references of similar accounts and size within the past three (3) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

Tab 6 ~ Optional Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 7 ~ Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

4. GENERAL INFORMATION

4.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide temporary personnel services as described herein.

4.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

4.3. INQUIRIES

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/stuartfl. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

4.4. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

https://secure.procurenow.com/portal/stuartfl. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal please submit to the following address:

City of Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside

of the envelope as follows: RFP 2023-207: Temporary Personnel Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 pm ON Wednesday, September 27, 2023

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

Paper Submittal Withdrawal:
Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or OpenGov. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at https://secure.procurenow.com/portal/stuartfl

4.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.8. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

4.9. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not obligation, to review and request an audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

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 professional and/or subcontractor providing such insurance.

The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation: With limits equal to Florida statutory requirements. Employers' liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: Insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence $2,000,000
Personal/advertising injury $1,000,000
Products/completed operations aggregate $1,000,000
General aggregate $3,000,00
Fire damage $100,000 Any 1 fire
Medical expense $10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of the Contractor." is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than $1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements: Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

A. The name of the insured contractor, the specified job by name and job number, 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 and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.

D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.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.

4.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of thirty-six (36) months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.11. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.12. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

4.13. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

4.14. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

1. If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
2. A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
3. If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:
    a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
    b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
    c. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
    d. A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.15. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

4.18. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Ctiy for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

4.21. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

4.22. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. CONTRACT AWARD

All responsive proposals submitted in response to this solicitation will be evaluated and considered. The recommendation for award by the Selection Committee will be presented to the City Commission at a regularly scheduled open meeting. The City expects to award to multiple vendors. Proposers do not have to bid all categories in order to be considered. They may submit for positions they staff.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

4.25. CONTRACT TERM

At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same as specified below. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the Proposer and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Non Exclusive Contract: Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.26. CONTRACT AMENDMENT

The City may require additional positions not specifically identified in the contract. The Proposer agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Proposer.

4.27. STANDARDS/REGULATIONS

The City reserves the right to request documentation of Proposer's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Proposer services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal regulations related to temporary employee leasing.

4.28. DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

4.29. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

A. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
B. Business Tax Receipt Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

4.30. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.31. DEFAULT

In the event that the Proposer cannot respond adequately to the needs of the City, the Proposer shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Proposer. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Proposer under this Contract.

4.32. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.33. MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposers, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposers firm must have a minimum of three years comparable experience, specializing in employment/staffing services.

B. Proposer must provide trained personnel with adequate experience and skills to perform the work and provide information related to non-technical, technical, and skilled positions. All temporary personnel must be age 18 years or older.

C. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.

D. Proposer must provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services.

E. Firms using employee leasing companies must be in compliance with Chapter 468, Part XI, Florida Statutes and Rule 61G7, Florida Administrative Code; and must provide proof of license from regulating authority.

4.34. CONTRACTOR OBLIGATIONS

Qualified Employees: All temporary employees provided by the proposer shall be qualified to perform the work as outlined in the job description provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel from the successful proposer(s) assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employee at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

Employees are Responsibility of Proposer: Proposers will be the legally responsibly employer for the temporary personnel during the time they are assigned to work at the City. All employees of the proposer shall be considered to be, at all times, the sole employees of the proposer under its sole direction and not an employee or agent of the City. The proposer shall supply competent and physically capable employees. The City may require the proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under the resulting contract will be provided with and shall follow all policies and procedures of the City.

Proposer shall;

A. Make necessary payroll deduction and corresponding tax insurance payments.
B. Strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law.
C. Supply State Unemployment insurance and Workers Compensation insurance for all temporary employees provided to the City pursuant to this Contract.
D. Maintain a pool of temporary employees to provide City's temporary employment staffing needs.

Proposer shall provide the following documents to the City's Human Resources Department for prior approval for all temporary employees at the **proposers** expense to include the following:

A. Results of 10 panel test for pre-employment drug screening
B. Authorization to work in the US
C. Statewide criminal check (minimal of 7 years) / background check
D. Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states)
E. Positions associated with children services require fingerprinting and criminal records search (recreation aide, recreation leaders)
F. Education verification

4.35. SERVICING PROCEDURES

All work must be established in advance and with prior approval. The City will contact the awarded Proposer to determine the type of work to be performed. All schedules and the necessary arrangements to implement the scope of work must be made with the review and approval of the supervisor needing the temporary personnel.

Proposer shall respond within four (4) hours after the initial request to review the requirement and develop a time for placement. Prior to order placement, Proposer shall electronically transmit all verification documents as specified in Item 2.6 to the Human Resources Department for prior approval. The Proposer shall endeavor to assign all requested services during standard work week hours and without the necessity of overtime labor. City department will convey the work schedule at time of order placement. Should it be determined that work cannot be completed during the course of standard work week hours, the Proposer shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work.

Upon completion of services, the City reserves the right to request the Proposer's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their staff has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor or their designee and submitted to the City.

4.36. TIMESHEETS, INVOICING AND PAYMENT

Timesheets: The proposer shall provide their employees with time sheets to record work hours. Time sheets will be submitted weekly to the employee's designated supervisor at the City for signature and approval. The City shall approve Proposer's employee time sheets, the City Supervisor must write their name as well as sign the timesheet. A copy of the approved time sheets shall be attached and submitted with Proposer's related invoice. The City will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable.

Invoicing: A weekly invoice shall reflect the type of position, date worked, hourly paid to employee by the Proposer, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany invoice.

Payment: Payment will be paid upon completion and acceptance of the work, net 45 days. Invoices will be checked to confirm compliance with timesheet. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

4.37. TEMPORARY TO PERMANENT FEES

In the event that the City employs a temporary employee, temporary to permanent charge shall not be assessed if the temporary employee has worked for the City a minimum of 160 hours. In the event the City employs a temporary employee that has worked less than 160 hours, the fee will not exceed one (1) weeks payment to the successful proposer for the employee. A negative cotinine test must be acquired prior to permanent employment at the City's expense.

4.38. EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited to the following:

Evaluation Phases

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

5. ARPA TERMS AND CONDITIONS

5.1. ARPA Definitions

The term "Professional", as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional's under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the "2CRF 200 Requirements") shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

F. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

    a. Procure or obtain;

    b. Extend or renew a contract to procure or obtain; or

    c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information.

4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. SCOPE OF WORK

6.1. Temporary Personnel Services

The City of Stuart solicits qualified and experienced staffing firms to provide the most qualified and able bodied workers to fill the job positions as specified herein. These services are on an as needed basis.

7. EVALUATION PHASES

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience, knowledge and qualifications** • Expertise of human resources • Qualifications & experience of the firm relevant to the Scope of Work • Availability of qualified personnel • Ability to meet set standards • Previous contracting experience with the City and other governmental agencies	Points Based	30 *(30% of Total)*
2.	**Quality of Services** • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully • High quality level of services to be provided to City	Points Based	30 *(30% of Total)*
3.	**References**	Points Based	10 *(10% of Total)*
4.	**Fee** • Percentage of Markup over hourly rate • Any other Costs	Points Based	30 *(30% of Total)*

8. VENDOR QUESTIONNAIRE

8.1. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do herby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.2. Safety Standards Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Safety_Standards_Certificat...

*Response required

8.3. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

*Response required

8.4. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

*Response required

8.5. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

*Response required

8.6. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

*Response required

8.7. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

*Response required

8.8. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.9. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Upload Proposal*

Upload your proposal

*Response required

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%
2	Laborer I	%
3	Laborer II	%
4	Custodian	%
5	Sanitation Worker	%
6	Office Assistant	%

Company Name _____

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no

circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers

and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s.

200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

K. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2. Resource Conservation and Recovery Act

3. National Historic Preservation Act

4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.

(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity

(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order

12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act

(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR

Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

W. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port

Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. Subcontracts.

(Applicable to all FEMA contracts)

FEMA CONTRACT TERMS

PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Proposer's costs for taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description are included as components of the markup rate.

Item #	Position Descriptions	% of Markup over the hourly rate
1	Groundskeeper	%43
2	Laborer I	%43
3	Laborer II	%43
4	Custodian	%43
5	Sanitation Worker	%43
6	Office Assistant	%39

Company Name Famoso Inc DBA Manpower

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211 Prosperity Farms Rd, Suite C-210
Palm Beach Gardens FL 33410 USA

COVERAGES **CERTIFICATE NUMBER:** 570102687037 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2521428	03/01/2023	03/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			PHPK2521428	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			PHUB852415	03/01/2023	03/01/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N/A						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project 2023-207, Temporary Personnel Services. The City of Stuart is included as Additional Insured on the General Liability policy with respect to the negligent act(s) or omission(s) of Manpower employees in the performance of assigned services.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Ave.
Stuart FL 34994 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : StuartFL

Certificate No : 570102687037

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
One Towne Square Suite 1100
Southfield, MI 48076
Attn: DetroitGroupCaptive.CertRequest@marsh.com

CN104898857-92-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company State Of Pennsylvania	19429
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Famoso, Inc.
dba Manpower Temporary Service
11211 Prosperity Farms Road, Suite C-210
Palm Beach Gardens, FL 33410

COVERAGES **CERTIFICATE NUMBER:** CHI-010493385-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			80756268	03/01/2023	03/01/2024	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		(Does not apply to Monopolistic States [ND, OH, WA, and WY], Puerto Rico, or the Virgin Islands)			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project 2023-207, Temporary Personnel Services.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Mary Kindel

Title of Item:
FACSIMILE SIGNATURE BANK (RC):

RESOLUTION No. 02-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Each year after the reorganization of the City Commission, it is necessary for the Board to pass a resolution adopting the proper signatures for the Mayor and Clerk. The Signatures are affixed to all payroll checks as well as other expenditures and must be verified and authorized in advance.

The current software limitations allow for the City to maintain the signature of the past Mayor for payroll related transactions, and utilize the new Mayor's signature for all general transactions. At which time the software is updated, the current Mayor's signature will replace the past Mayor's signature on all transactions.

Funding Source:
N/A

Recommended Action:
Motion to approve Resolution No. 02-2024.

ATTACHMENTS:
1. R02-2024 Facsimile Signature Bank
2. R02-2024 Exhibit A_Facsimile Signature Bank

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 02-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, it is expedient that the City utilize a facsimile signature of the Mayor and City Clerk on checks issued by the City and drawn upon funds of the City on deposit with the Seacoast National Bank and Trust.

WHEREAS, the City is researching software updates. The current software limitations allow for the City to continue to maintain the current signature of the past Mayor on record for payroll related transactions and the newly appointed Mayor's signature for general transactions.

WHEREAS, at which time the software is updated, the current Mayor's signature replaces the past Mayor's signature on all transactions.

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

SECTION 1: The City Commission hereby adopts the following facsimile signatures for the Mayor and City Clerk for use as authorized signatures on all checks issued by the City and drawn upon funds of the City on deposit at the Bank and all other institutions having on deposit funds of the City, and as attached hereto as "Exhibit A".

SECTION 2: A certified copy of this resolution shall be sent by the City Clerk via electronic mail

to the Bank and to all other institutions having on deposit funds of the City.

SECTION 3: This Resolution shall remain in effect and may be relied upon by the Bank and all other institutions having on deposit funds of the City until notice of its recession by the City Commission has been communicated to such bank and other institutions via electronic mail by the City Clerk.

SECTION 4: 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
TROY MCDONALD, MAYOR				
BECKY BRUNER, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this 8th day of January, 2022.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



DRAFT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Ben Hogarth, Jim Chrulski

Title of Item:
BA #5 FOR A DONATION TOWARDS THE BASEBALL BACKSTOP AT GUY DAVIS PARK (RC):

RESOLUTION No. 05-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING A CONTRIBUTION OF FUNDS FROM M.E.'s TEAM, A 501(c)3 NON-PROFIT ORGANIZATION FOR THE PURPOSE OF REPLACING THE BACKSTOP WITHIN THE BASEBALL FIELD AT GUY DAVIS PARK; AUTHORIZING THE EXPENDITURE OF DONATED FUNDS TOWARDS REPLACING THE BASEBALL FIELD BACKSTOP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The baseball field at Guy Davis Park contains a backstop that is in need of replacing to ensure the field's continued use for recreational youth sports play. City staff budgeted an amount of funds in the FY 2024 operating budget towards replacing this facility asset. In October 2023, M.E.'s Team, a 501(c)3 non-profit charitable organization offered a generous contribution of $25,762 towards replacement of the baseball backstop, with a total project cost of $75,762. This donation was not originally reflected in the 2024 operating budget and the included resolution serves as an amendment thereto.

M.E.'s Team Charitable Foundation states their mission is to "make a significant impact on the well-being of the children of the Treasure Coast with the support of our community through teamwork." The foundation has assisted in community projects and programs such as sports mentorship in East Stuart, Pediatric Cardiology Research, and Project Lift.

Funding Source:
001-366240-000 (Donations Recreation – Revenue) - $25,762.00
001-56563-220 (Infrastructure Expense) - $25,762.00

Recommended Action:
Motion approval of Resolution No. 05-2024

ATTACHMENTS:
1. R05-2024 BA 05 Guy Davis Park Baseball Backstop Donation
2. Thank you from_Jacque PinnackJ. Chrulski

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 05-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING A CONTRIBUTION OF FUNDS FROM M.E.'s TEAM, A 501(c)3 NON-PROFIT ORGANIZATION FOR THE PURPOSE OF REPLACING THE BACKSTOP WITHIN THE BASEBALL FIELD AT GUY DAVIS PARK; AUTHORIZING THE EXPENDITURE OF DONATED FUNDS TOWARDS REPLACING THE BASEBALL FIELD BACKSTOP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida Comprehensive Plan Goal Statement 6.A. Recreation states the City will "Provide a system of recreational programs, sites and facilities of appropriate size and design and convenient to the use of participants and that benefit each age group, social and economic group of those who live and work in the City;" and

WHEREAS, the baseball field at Guy Davis Park has served as a treasured and historic practice and gameday field for Stuart youth recreational sports programming for decades; and

WHEREAS, the baseball field backstop (fence) at Guy Davis Park needs replacement to continue to serve community sports programming; and

WHEREAS, the City of Stuart has appropriated funds in the FY2024 Budget towards replacement of the baseball backstop at Guy Davis Park; and

WHEREAS, M.E.'s Team is a 501(c)3 non-profit charitable organization which has offered a contribution of $25,762 towards the replacement of the backstop at Guy Davis Park; and

WHEREAS, the City of Stuart accepts this generous donation from M.E.'s Team as a contribution towards the replacement of the baseball backstop at Guy Davis Park.

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

SECTION 1: The 2023-2024 Fiscal Year Operating Budget for the General Fund is hereby further amended as follows:

From: Donations Recreation – Revenue
$25,762.00

To: Parks and Grounds Maintenance – Infrastructure Expense
$25,762.00

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
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____	_____
MARY R. KINDEL	REBECCA S. BRUNER
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

With hope we cross paths again on another project something!
Want you to know I fully understand the value of us coming before the Commissioners. We are more than happy to do that as well as helping in any way to give the city positive PR. I love giving thanks & credit to others!

All my best,
Jacque

10/16/23

Dear Jim,
I want you to know how grateful I am to you for all of the care, support, & professionalism you put forth to help make the new Backstop at Guy Davis Park a reality. I am thrilled the blending of field & the city/private partnership was successful. Can't wait to see the work begin & the children playing on the already magnificent field that will now have that safe fence!
You were a delight to work

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Jacqui May

Title of Item:
DEPARTMENT OF HEALTH EMERGENCY SERVICES PROGRAM GRANT (RC):

RESOLUTION No. 06-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES PROGRAM GRANT TO ACQUIRE EMERGENCY MEDICAL EQUIPMENT; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Florida Department of Health's Emergency Medical Services Program provides grant funds to Recipients for the purposes provided for herein, which will benefit the City of Stuart by providing access to emergency medical equipment. The City of Stuart Police Department's strategy relating to Emergency Medical Services will align with the missions of the Florida Department of Health and the Emergency Medical Services Program. The City of Stuart Police Department will be required to provide 25% matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant. The City continues to implement strategies to improve the safety of all residents, through use of emergency medical equipment, as needed.

Funding Source:
N/A

Recommended Action:
Approve Resolution No. 06-2024

ATTACHMENTS:
1. R06 - 2024 Authorizing FL Dept Health Grant App and Agreement
2. R06-2024_Att.1_FL Health EMS Grant Decision Worksheet
3. R06-2024_Att.2_EMSGrant-App-TEMPLATE

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 06-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES PROGRAM GRANT TO ACQUIRE EMERGENCY MEDICAL EQUIPMENT; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department of Health's Emergency Medical Services Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart by providing access to emergency medical equipment; and

WHEREAS the City of Stuart Police Department's strategy relating to Emergency Medical Services will align with the missions of the Florida Department of Health and the Emergency Medical Services Program; and

WHEREAS the City of Stuart Police Department will be required to provide 25% matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through use of emergency medical equipment, as needed.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City Commission authorizes submission of a grant application by the City of Stuart to the Florida Department of Health's Emergency Medical Services Program; and to execute an agreement, if the grant is awarded; and the City Manager is authorized to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately 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
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

City of Stuart Internal Grant Application Decision Worksheet

Date: 11/13/2023 **Assessment Prepared by:** J. May

Funding Agency: Florida Department of Health

Grant Name: Emergency Medical Services Grants (via EMS Trust Fund)

Eligibility Requirements: Local agencies & municipalities are eligible

Criteria: Apps for matching grants are accepted October - January 31, 2024. **25% match**

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	Yes
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	Yes
Do we have staff available to execute	3	Yes
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	2	25%
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No
Score	**50**	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Effort might not be worth reward

36-51 High Viability - Get going on the application!

Internal Notes:

2024 Martin County Allocation = $23,728.21. 2023 awards included AEDs for City of Brooksville $35,052; Deland $44,673; Gardens $77,271; Satellite Beach $42,965 - reflect project totals https://www.floridahealth.gov/provider-and-partner-resources/ems-grants/_documents/2023-state-ems-matching-grants-awarded.pdf

Application Form Instructions for 2023-2024 Matching Grant Requests

Optional: In your application package cover letter, you may request to be, or recommend a person to be, a reviewer of matching grant applications during this grant cycle. If selected, reviewers will only evaluate applications that are not associated with them.

Request for Grant Fund Distribution: This form is page 9 of the application. A staff member of your organization who handles financial transactions with the state must complete the top part of the form. The address must match the address in the state financial system for your organization's corresponding nine-digit ID code and the additional three-digit sequence code of the address for any funds to be provided. State EMS staff will complete the bottom part, as indicated on the form. This form must be completed for distribution of awarded state funds.

Number of Pages: Each application cannot exceed more than 15 one-sided pages, including the form and all content. Reviewers may not read any pages beyond 15 one-sided pages. However, the applicant may submit a one-page cover letter and letters of recommendation, which do not count against the 15 one-sided page limit.

Note: This instruction form is for informational purposes only and is not part of form DH 1767.

EMS MATCHING GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program

Complete all items unless instructed differently within the application

Type of Grant Requested: ☐ Rural ☐ Matching

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) _____

1. Organization Name:	
2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)	
Name:	
Position Title:	
Address:	
City:	County:
State: Florida	Zip Code:
Telephone:	Fax Number:
E-Mail Address:	

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name:	
Position Title:	
Address:	
City:	County:
State: Florida	Zip Code:
Telephone:	Fax Number:
E-Mail Address:	

4. Legal Status of Applicant Organization (Check only one response):
   (1) ☐ Private Not for Profit [Attach documentation-501(c)(3)]
   (2) ☐ Private for Profit
   (3) ☐ City/Municipality/Town/Village
   (4) ☐ County
   (5) ☐ State
   (6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number): VF _ _ _ _ _ _ _ _ _

6. EMS License Number: _____ Type: ☐Transport ☐Non-transport ☐Both

7. Number of permitted vehicles by type: _____ BLS; _____ ALS Transport; _____ ALS non-transport.

8. Type of Service (check one): ☐ Rescue; ☐ Fire; ☐ Third Service (County or City Government, non-fire); ☐ Air ambulance; ☐ Fixed wing; ☐ Rotowing; ☐ Both; ☐Other (specify) _____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project**. [No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: _____

Print/Type: Name of Director _____

FL Med. Lic. No. _____

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

A) Problem description (Provide a narrative of the problem or need).
B) Present situation (Describe how the situation is being handled now).
C) The proposed solution (Present your proposed solution).
D) Consequences if not funded (Explain what will happen if this project is not funded).
E) The geographic area to be addressed (Provide a narrative description of the geographic area).
F) The proposed time frames (Provide a list of the time frame(s) for completing this project).
G) Data Sources (Provide a complete description of data source(s) you cite).
H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

Next, only complete one of the following: Items 11, 12, 13 or 14. Read all four and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all, that credible before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
C) Justify and explain how you derived the numbers in (A) and (B), above.
D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
E) How does this integrate into your agency's five-year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS, and other healthcare staff. Use no more than two additional one-sided, double-spaced pages for your response. Include the following:

A) How many people received the training this project proposes in the most recent 12-month time period for which you have data (include the dates).
B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
D) Explain the derivation of all figures.
E) How does this integrate into your agency's five-year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one-sided, double-spaced pages for your response. Include the following.

A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
B) What will the situation be in the 12 months after the project services are on-line?
C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
D) Explain the derivation of all numbers.
E) How does this integrate into your agency's five-year plan?

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one-sided, double spaced pages for this item.

A) Justify the need for this project as it relates to EMS.
B) Identify (1) location and (2) population to which this research pertains.
C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
E) State your hypothesis.
F) Provide the method and design for this project.
G) Attach any questionnaires or involved documents that will be used.
H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
I) Describe how you will collect and analyze the data.

ALL APPLICANTS MUST COMPLETE ITEM 15.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double-spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:
A) Serve the requirements of the population upon which it will impact.
B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule, or regulation of the department.
D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
E) Enable your organization to improve or expand the provision of:
1) EMS services on a county, multi county, or area wide basis.
2) Single EMS provider or coordinated methods of delivering services.
3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	**Number of Months After Grant Starts**	
	Begin	End

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

18. Budget:		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	**Costs**	**Justification:** Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).	**Costs:** List the price and source(s) of the price identified.	**Justification:** Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, and the normal expected life of which is 1 year or more.	**Costs:** List the price of the item and the source(s) used to identify the price.	**Justification:** State why each of the items and quantities listed is a necessary component of this project.
TOTAL:	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total

State Amount (Check applicable program)		
☐ Matching: 75 Percent	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total
☐ Rural: 90 Percent	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total
Local Match Amount (Check applicable program)		
☐ Matching: 25 Percent	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total
☐ Rural: 10 Percent	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total
Grand Total	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total

19. Certification:
My signature below certifies the following.
I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and, on any attachments, are true, correct, complete, and made in good faith.
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.
I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.
I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.
I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.
Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept any attached grant terms and conditions and acknowledge this by signing below. _____ _____ Signature of Authorized Grant Signer (Individual Identified in Item 2) MM / DD / YY

DH 1767 [2013]

THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2)(b), Florida Statutes, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
A finance person in your organization who does business with the state should provide the address and corresponding 9 and 3 digit numbers of this part of the form, but it should be signed by the person identified in Item 2, 1st application page.

Name of Agency: _____

Address in State Financial System: _____

_____

Federal 9-digit Identification Number: _____ 3-digit Seq. Code: _____

Authorized Official: _____ _____
Signature **Date**

_____
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Section.

Grant Amount for State to Pay: $_____ Grant ID Code: _____

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2023 – 2024

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	03	SF003	751000	059999

Federal Tax ID: VF ___ ___ ___ ___ ___ ___ ___ ___ ___ Seq. Code: ___ ___ ___

Grant Beginning Date: _____ Grant Ending Date: _____

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Kristopher McCrain

Title of Item:
CREEKSIDE HOTEL - MAJOR URBAN CODE CONDITIONAL USE & MAJOR DEVELOPMENT PLAN APPROVAL (QJ)(RC):

RESOLUTION No. 04-2024; REQUESTING APPROVAL OF A MAJOR DEVELOPMENT PLAN TO CONSTRUCT A 53,600 SQUARE FOOT FOUR-STORY HOTEL (W/ 102-BEDS) AND A DETACHED 5,000 SQUARE FOOT ONE-STORY BUILDING FOR FUTURE RETAIL AND/OR RESTAURANT USE(S), AND CONCURRENT APPROVAL FOR A MAJOR URBAN CODE CONDITIONAL USE TO PROVIDE RELIEF FROM LAND DEVELOPMENT CODE SECTION 6.01.11(B) - LOCATION OF REQUIRED PARKING SPACES, SECTION 3.04.04(C) - BUILDING HEIGHT, AND SECTION 3.04.06(E)(5) - THOROUGHFARE ELEMENTS.

Summary Explanation/Background Information on Agenda Request:
The subject parcel is located on the west side of South Colorado Avenue, approximately 150-feet south of SE Martin Luther King Jr. Boulevard and 250-feet north of SE Kindred Street in Downtown Stuart. The parcel is situated within the Creek District Overlay and is zoned Creek South (CS), with a Downtown Future Land Use designation, and is located within the City of Stuart's Community Redevelopment Agency (CRA). The 1.794-acre vacant subject parcel is located within the Royal Palms Financial Center and is legally described as Unit #2 of the Royal Palms Financial Center Commercial Condominium, according to the Declaration of Condominium of Royal Palm Financial Center, as recorded with the Martin County Clerk (OR Bk. 2499, Pg. 1296).

On May 22, 2023, the applicant submitted a Major Urban Code Conditional Use petition and concurrent Major Development Plan application for a 53,600 ft^2 four-story, 102-room hotel *(149-beds)* and detached 5,000 ft^2 restaurant/retail building. The submitted Major Urban Code Conditional Use petition is required, as the applicant is seeking relief from the following sections outlined under the City of Stuart's Land Development Code:

- **Land Development Code 3.04.04*(C) – Permitted Uses (Figure CD-08),***requesting to utilize the existing off-site parking structure to meet required parking standards. Parking garages are a permitted use within the Creek South Zoning District; however, the Code requires Conditional Use approval from the City Commission.
- **Land Development Code 6.01.11*(B) – Location of Required Parking Spaces*,** requests to relocate ten *(10)* of the twelve *(12)* required electric vehicle charging infrastructure *(EVCI)*equipped parking spaces to surface parking adjacent to the parking garage.
- **Land Development Code 3.04.04*(C) – Building Height (Figure CD-10)*,** no height of greater than twenty-four *(24")*inches shall be permitted for more than 40% of any building façade. The applicant is requesting the City Commission to allow a height of no more than twenty-four *(24")* inches for 48% of the building façade.
- **Land Development Code Section 3.04.06*(E)(5) – Thoroughfare Elements*,**a sidewalk shall be provided on both sides of a streetscape. The applicant is requesting the City Commission to waive this requirement to construct a sidewalk on the south side of SW A Street, and to only require a sidewalk to be constructed along the north side of SW A Street, adjacent to the hotel and restaurant retail buildings.

In addition to the request for a Major Urban Code Conditional Use, the applicant is concurrently applying for a Major Development Plan approval for a non-residential development over 50,000 square feet in area, as per Land Development Code Section 11.01.02 – *Major Development Plan Application*.

Funding Source:
N/A

Recommended Action:
Staff recommends the City Commission grant approval of the Major Development Plan and concurrent Major Urban Code Conditional Use to allow for the construction of a 53,600 square foot four-story hotel (w/ 102-beds) and a detached 5,000 square foot one-story building for retail and/or restaurant use(s), with the conditions of approval outlined within Resolution 04-2024.

ATTACHMENTS:
1. City Commission Staff Report
2. Resolution 04-2024
3. Major Development Plan Application
4. Major Urban Code Conditional Use Application
5. Site Plan
6. Off-Site Parking Exhibit
7. RPFC Parking Garage Analysis
8. Auto Turn Analysis - Fire
9. Auto Turn Analysis - Garbage
10. Boundary & Topo Survey
11. Landscape Plan
12. Tree Mitigation Plan
13. Environmental Assessment
14. Stormwater Management Report
15. Preliminary Construction Plans
16. RPFC Declaration of Condominium
17. RPFC Easement Agreement
18. Legal Opinion Letter - RPFC Agreement
19. Signed Off-Site ADA Parking Contract
20. ADA Certification Letter
21. Signed RPFC Agreement - EV & Garage
22. Traffic Impact Analysis
23. Elevations & Renderings
24. Kimley-Horn TIA Review Letter
25. Hotel Floor Plan - 1st Floor
26. Hotel Floor Plans - 2nd-4th Floor
27. Hotel Roof Plan
28. Retail Floor Plans
29. Hilton Signage Plan
30. Materials & Public Art Exhibit
31. Admin. Variance - Temporary Parking Approval
32. Letter of Support - Creek District Board
33. Letter of Support - Stuart Main Street Board
34. Neighborhood Meeting Packet (3-14-23)
35. Public Noice Affidavit - CRB
36. Public Notice Response Packet - CRB
37. Public Notice Affidavit - City Commission
38. Public Notice Response Packet - City Commission

To: City Commission

Through: Jodi Nentwick-Kugler, Development Director

From: Kristopher McCrain, Principal Planner

Date: January 8, 2024

Subject: Creekside Hotel - *Major Urban Code Conditional Use (Project No.: Z23050005)*
Major Development Plan (Project No.: Z23050006)

GENERAL INFORMATION:

Property Owner: Ted Glasrud Associates FL, LLC
C/O George Polley
759 SW Federal Highway #217
Stuart, FL 34994

Applicant: Rajesh Patel
P.O. Box 1868
Palm City, FL 34991

Agent of Record: Jenna Knobbe & Dan Sorrow
Cotleur & Hearing
Jupiter, FL 33458

Location: TBD – S. Colorado Avenue, Stuart FL 34994

Parcel I.D.: 05-38-41-032-000-00020-0

Existing Zoning: Creek South *(CS)*

Existing Land Use: Downtown

Parcel Size: 1.62-acres *(70,754 ft²)*

Existing Use: Vacant

Proposed Use: 102-Room Hotel *(149-Beds)* & Detached Restaurant/Retal

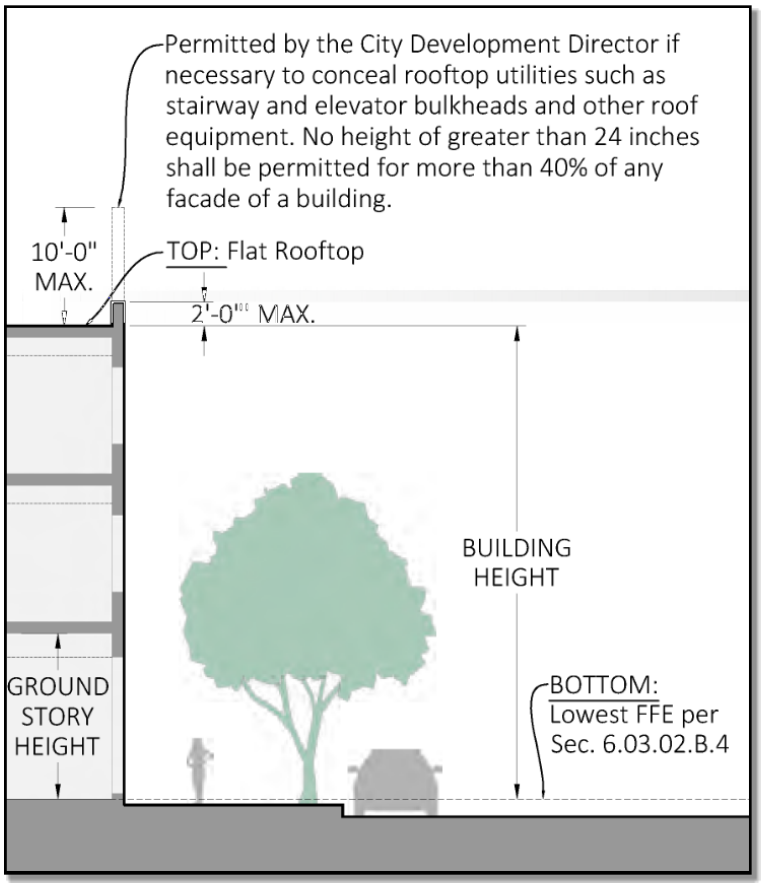
Overlay District: The Creek District Overlay District
Community Redevelopment Area (*CRA*)

A. Project Description

On May 22, 2023, the applicant concurrently submitted applications for a Major Urban Code Conditional Use petition and Major Development Plan for the development of an a 53,600 ft² four-story – 102-room hotel *(149-beds)* and detached 5,000 ft² building for restaurant & retail use.

The Major Urban Code Conditional Use petition was submitted to request relief from the following requirements of the Land Development Code:

- **Land Development Code Section 3.04.04 – *Development Standards (Figure CD-10)*,** the height of a parapet shall not exceed twenty-four *(24")* inches for more than 40% of any building façade.
    - The applicant is requesting an increase of the 40% of the building façade to 48% to properly conceal any roof-top electrical/mechanical equipment from the public view.



- **Land Development Code Section 3.04.06*(E)(5)* – *Thoroughfare Elements*,** a sidewalk shall be provided on both sides of a streetscape.
    - The applicant is requesting relief from the requirement to construct a sidewalk along the south side of SW A Street due to the existing live oak trees planted between the Shoppes on Colorado Commercial Plaza and the subject parcel. Instead, the applicant is proposing to construct a ten *(10)* foot-wide pedestrian sidewalk on the north side of SW A Street adjacent to the proposed hotel and retail/restaurant building.

- **Land Development Code Section 6.01.11*(B) – Location of Required Parking Spaces:***
    - The applicant is requesting to relocate ten *(10)* of the twelve *(12)* required electric vehicle charging infrastructure *(EVCI)* equipped parking spaces to the surface parking area adjacent to the Royal Palms Financial Center parking garage.
    - The applicant is seeking to utilize the Royal Palms Financial Center parking structure to meet the minimum required parking standards.
    - The applicant is seeking to utilize three *(3)* ADA accessible parking spaces located on the adjacent property to the west *(Construction Journal)* to meet the required ADA parking standards.

B. Project Background

The 1.794-acre vacant subject parcel is located on the west side of South Colorado Avenue, approximately 150-feet south of SE Martin Luther King Jr. Boulevard and 250-feet north of SE Kindred Street in Downtown Stuart. The parcel is zoned Creek South *(CS)* with a Downtown Future Land Use designation and is situated within the Creek District Overlay and Community Redevelopment Area *(CRA)*.

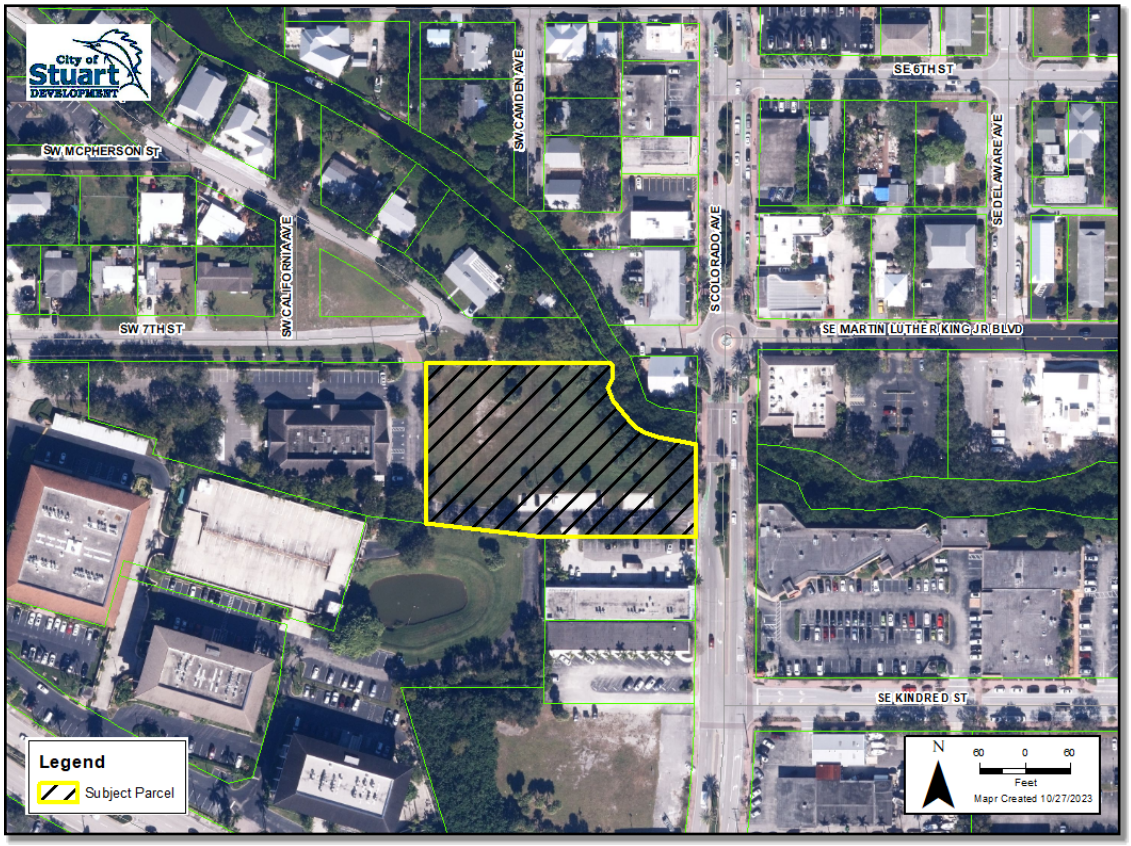
The site is located within the Royal Palms Financial Center and is legally described as Unit #2 of the Royal Palms Financial Center Commercial Condominium, according to the Declaration of Condominium of Royal Palm Financial Center *(RPFC)*, recorded in the Clerk of Martin County *(OR Bk. 2499, Pg. 1296)* and attached in the City Commission agenda packet.

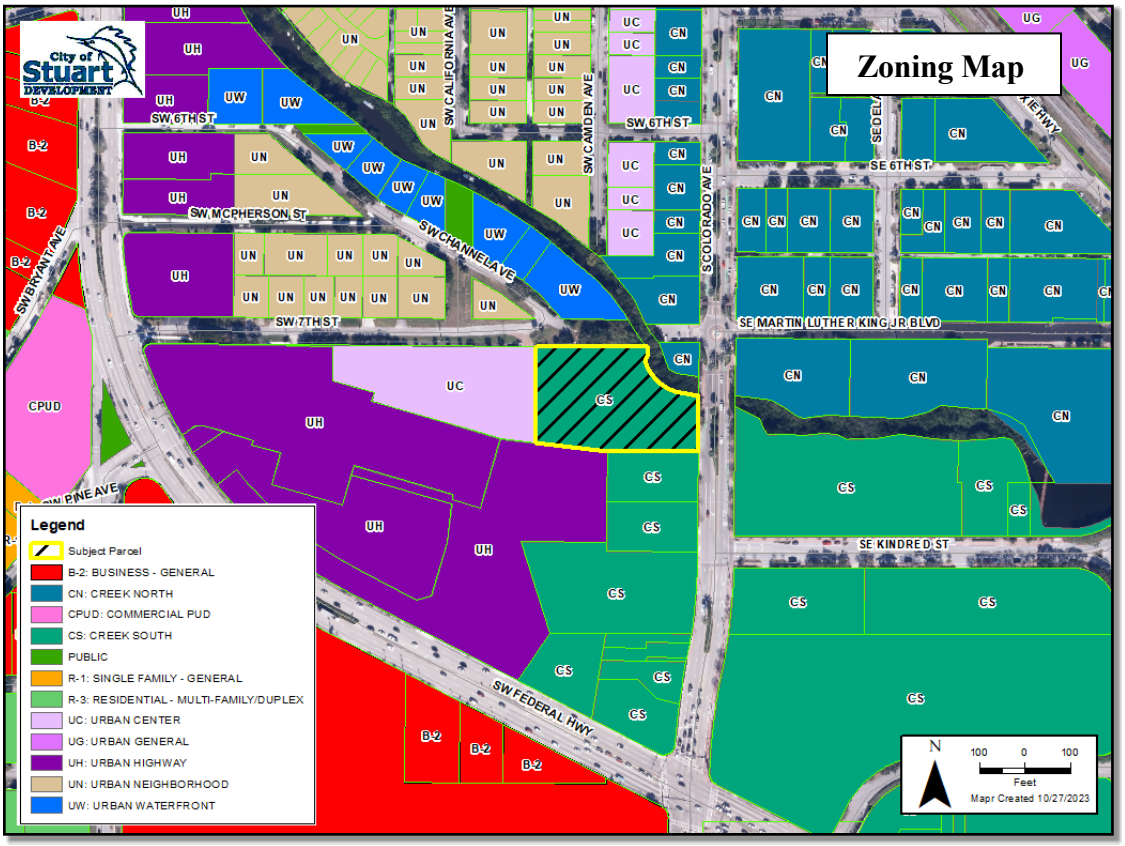
The RPFC was constructed as a unified development in the early 1990's and subdivided/sold-off by the banks following the 2008 housing crisis, which created the active Royal Palms Financial Center Condominium.

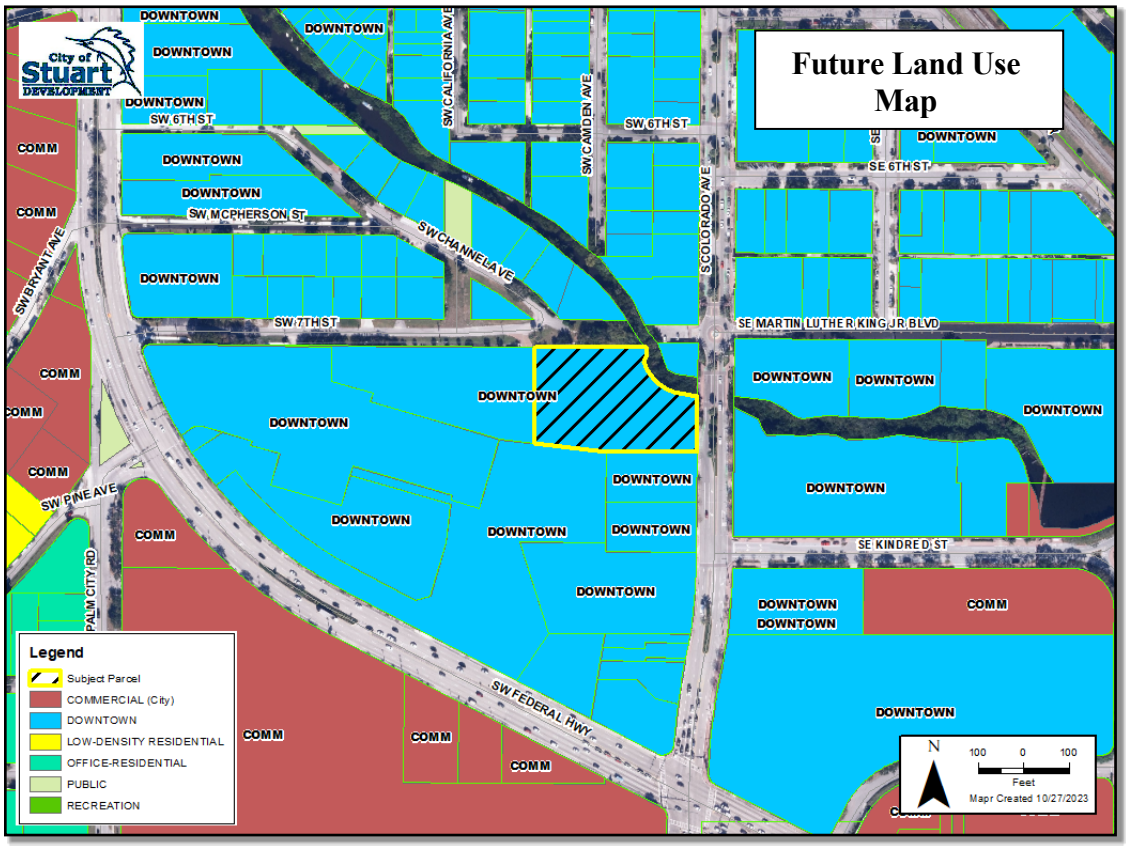
Adjacent Land Use & Zoning:

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		Creek South *(CS)*	Downtown	Vacant Property
Adjacent Parcels	**North**	Urban Waterfront *(UW)* Urban Neighborhood *(UN)* Creek North *(CN)*	Downtown	Frazier Creek Waterway & Residential Dwelling*(s)*
	South	Urban Highway *(UH)* Creek South *(CS)*	Downtown	Shoppes on Colorado Plaza
	East	Right-of-Way Creek South *(CS)* Creek North *(CN)*	Downtown	Colorado Avenue ROW & Colorado Plaza
	West	Urban Center *(UC)*	Downtown	Royal Palms Financial Center Condominium

Location & Aerial Map







C. Land Development Code

Parking Standards & Requirements:

The minimum required parking standards for developments within the Creek District zoning overlay are outlined under Land Development Code Section 3.04.07 – FIGURE CD-34. According to these parking standards, all transient residential and overnight accommodation uses shall be required to provide one *(1)* parking space for every hotel room and one *(1)* space per 300 ft^2 for all commercial use *(i.e.: Detached Retal/Restaurant)*.

LDC Section 3.04.07 – FIGURE CD-34		
Use	**Units**	**Minimum Required Parking Spaces**
All Transient Residential and Overnight Accommodations *(102 Total Rooms)*	0.75 Per Room	77
All Commercial Uses *(5,000 ft^2)*	1 Per 300 ft^2	17
Total Required Parking Spaces:		**94**
Four (4) parking spaces may be satisfied by Stuart Tram Stop		**90**

In accordance with Land Development Code Section 3.04.07*(D)(4)(c)*, the applicant is proposing to construct a permanent tram-stop for the City of Stuart Tram, and therefore may reduce the total required parking by four *(4)* parking spaces, for a total of ninety *(90)* required parking spaces for the Creekside Hotel development.

Royal Palm Financial Center Parking Calculations:

The subject property is located within the Royal Palms Financial Center *(RPFC)* and is designated by the Urban Highway *(UH)* and Urban Center *(UC)* Zoning District. The RPFC is an existing development constructed in the early 1990's and contains three *(3)* existing three-story professional office buildings with underground parking facilities, a three-story enclosed parking garage, and a one-story building currently under review for a Minor Development Plan for a proposed day care to be known as the Kiddie Academy Day Care. According to the parking standards outlined under the Urban Code, the existing office buildings and proposed day care are required to meet the minimum parking requirements outlined under Land Development Code Section 3.01.03.

The Royal Palm Financial Center contains approximately 660 existing parking spaces throughout the collective properties. According to the minimum required parking calculations for the Creek District and Urban Code, the existing and proposed uses within the Royal Palm Financial Center, including the proposed Creekside Hotel and Kiddie Academy sites, would require a minimum of 626 parking spaces, providing an excess of thirty *(34)* total parking spaces.

Existing Parking Calculations - Royal Palm Financial Center				
Surface Parking	**Underground Parking**	**Parking Garage**	**Constructions Journal Site** *(Kiddie Academy)*	**Total Parking Spaces**
257	120	217	66	**660**

Required Parking Calculations - Royal Palm Financial Center				
Use	**Office, Business & Professional** *(167,527 ft²)*	**Childcare Centers** *(191 Children & 25 Employees)*	**Hotel** *(102 Rooms)*	**Restaurant** *(5000 ft²)*
Calculation	1 per 350 ft²	1 per 6 child & 1 per Employee	0.75 per Room	1 per 300 ft²
Total	**479**	**57**	**73**	**17**
Grand Total:	**626 Parking Spaces**			

Note: *Four (4) parking spaces may be satisfied by Stuart Tram Stop at the proposed Creekside Hotel site*

Expired Administrative Variance – Temporary On-Site Parking Approval:

On December 21, 2017, the City of Stuart Development Director granted an Administrative Variance from Land Development Code Section 3.01.03*(F)(2)* to allow for the construction of a temporary parking lot on contiguous property located on within the Creekside Hotel subject parcel, to serve the principal uses within the Shoppes on Colorado Plaza. The terms of the Administrative Variance allowed the parking to remain for no more than five *(5)* years and deemed void after January 1, 2023, subject to the following conditions:

- Appropriate temporary signage would be installed indicating off-site parking associated with the Shoppes on Colorado.
- Temporary parking shall be in the same ownership of and remain in the possession of the owner of the principal use for which it is designed. Temporary parking shall not be leased for other uses or owners.
- Decorative fencing or landscaping that is at least six *(6)* feet in height shall be provided to screen the temporary off-site parking lot.
- The terms of this Administrative Variance shall be for five *(5)* years and shall become void after January 1, 2023. Upon termination of the Administrative Variance, the temporary off-site parking lot shall be removed, and the site shall be restored to its original use *(vacant land)*.

Land Development Code Section 6.01.11 – Location of Required Parking Spaces

A. *Elsewhere, all required parking spaces shall be located on the same real property upon which is located the principal use served thereby. The term "same real property" means the principal use site and the parking site are in the same ownership. Alternatively, the owner or lessee of the principal use site may hold an ownership or leasehold interest in the parking site.*

B. *If the site of the principal use and the location of required parking to serve the principal use are not contiguous, the nearest portion of the parking site shall be located within 500 feet of the front entrance to the principal use as measured by a safe and convenient pedestrian route including appropriate signage to delineate the route. As used in this subsection, "contiguous" requires a common boundary and does not include properties separated by a road, alley, or other public right-of-way.*

   Required parking spaces located on the site of the principal use shall not be relocated elsewhere except by major conditional approval issued by the city commission as provided in this Code. Required parking spaces which are located on contiguous property or on property within 500 feet of the site of the principal use shall not be relocated to a more distant location from the site of the principal use as measured by a safe and convenient pedestrian route except by a major conditional approval issued by the city commission as provided in this Code.

Parcel 1 – Principal Use; Shoppes at Colorado - PCN: 05-38-41-000-00230-5
The North 110' of the following described property: Begin at the Intersection of the West right of way line of Colorado Avenue with the North line of the South 200' of the North half of the South half of Government Lot 7, Section 5, Township 38 South, Range 41 East; thence run West along the North line of the South 200' of the North half of the South half of said Government Lot 7, a distance of 200' to a point; thence run North, parallel to the West right of way line of Colorado Avenue, a distance of 200' to a point; thence run East, parallel to the North line of the North half of the South half of said Government Lot, 200' to the West right of way line of South Colorado Avenue; thence run South, along the West right of way line of Colorado Avenue, 200' to the Place of Beginning.

Parcel 2 – Temporary offsite parking lot; Vacant Parcel (On the North side of Shoppes at Colorado) – PCN: 05-38-41-032-000-00020-0
Unit 2 RPFC Commercial Condo per Doc in OR 2499-1296 Consisting of 70,614 SF Vacant Land.



According to the submitted development applications, which can be found in the agenda packet, Ted Glasrud Associates FL LLC *(property owner)* filed for the Creekside Hotel Major Development Plan and Major Urban Code Conditional Use application and appointed Rajesh Patel as the applicant, and authorized Cotleur & Hearing to be a representing agent. In addition, a recorded Reciprocal Easement Agreement between the Royal Palm Financial Center and Ted Glasrud Associates FL LLC was submitted for review, and grants a non-exclusive easement to the subject site for access, parking, monument signage, utilities, irrigation, and drainage facilities; therefore, the term "same real property", as described under Land Development Code Section 6.01.11, shall apply to the Creekside Hotel development project, as the applicant is the owner of the principal use site and holds a leasehold interest in the parking site, via the recorded Reciprocal Easement Agreement.

MAJOR URBAN CODE CONDITIONAL USE STANDARDS OF REVIEW

The concurrently submitted Major Development Plan and Major Urban Code Conditional Use applications have been reviewed in accordance with the standards and requirements of the Creek District Form Based Code outlined under Land Development Code *(LDC)* Section 3.04.00, the minimum Design Objectives outlined under LDC Section 3.01.06*(A)(2)(b)*, and the Site Qualitative Design Development Standards outlined under LDC Section 6.00.04.

The City Commission may impose additional development conditions and/or operational requirements to satisfy the following design objectives.

MAJOR URBAN CODE CONDITIONAL USE DESIGN OBJECTIVES:

The design objectives established in Land Development Code Section 3.01.06*(A)(2)(b)* are intended to promote superior site and building design and shall be applied by the city in the review of a development plan.

- ***BUILDING HEIGHT: The proposed building is proportional to and complimentary to the surrounding buildings in the area.***

  Staff Findings: The subject site is located within the Royal Palms Financial Center, situated south of the Frazier Creek Waterway and fronts South Colorado Avenue in Downtown Stuart. The surrounding area is comprised of single-family dwellings to the north, with a variety of commercial uses to the south, east, and west.

  The proposed development will be constructed in proportionate height with the four *(4)* existing four-story office buildings, one-story office building, and three-story parking garage structure located within the Royal Palms Financial Center *(RPFC)*.

  The existing single-story commercial plaza located south of the subject site, known as the Shoppes on Colorado, is approximately eighteen *(18)* feet in height; however, on November 25, 2013, the City Commission granted a Major Urban Code Conditional Use, via Resolution 130-2013, to allow for a reduction in the Urban Code's minimum height requirement for the Shoppes on Colorado, which required the building to be constructed a minimum building height of twenty-six *(26)* feet, or two-stories.

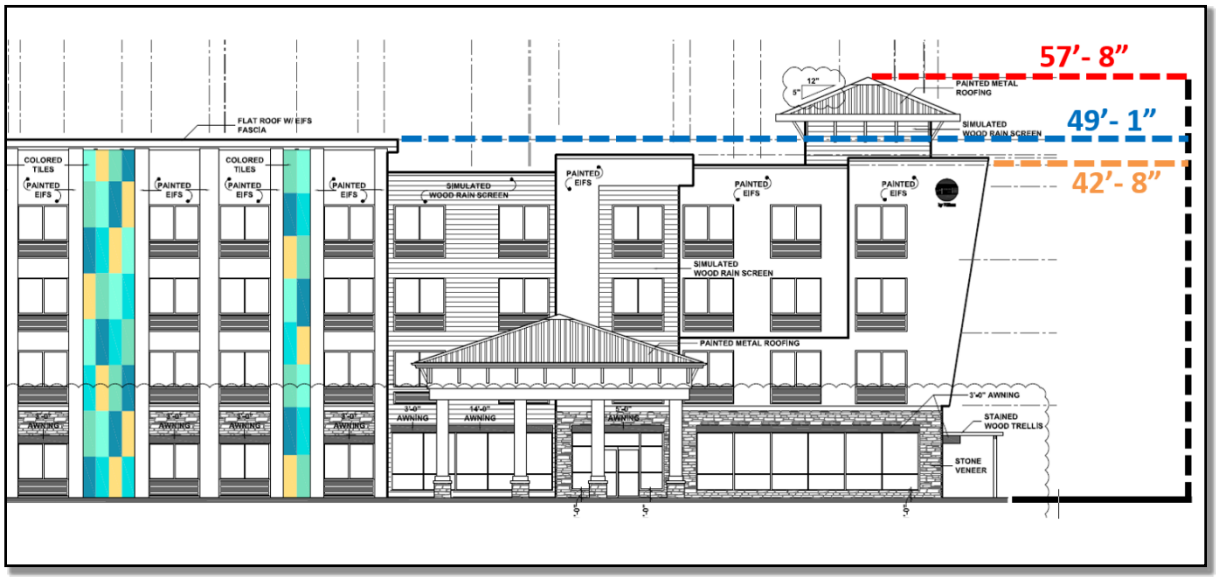
  The subject site is located south/southeast of approximately twenty *(20)* existing single-family dwellings situated on SW 7th Street, SW McPherson Street, and SW Channel Avenue. The height of the existing single-family dwellings varies between one & two-story, with a maximum allowable height of three *(3)* stories, or thirty-five *(35)* feet within the Urban Neighborhood *(UN)* Zoning District, and a maximum height of four *(4)* stories, or forty-five *(45)* feet within the Urban Waterfront *(UW)* Zoning District.

All proposed structures comply with the maximum building height requirements for the Creek South Zoning District. According to the development standards outlined under Land Development Code Section 3.04.04 – Figure CD-09, the maximum building height within the Creek South *(CS)* Zoning District shall not exceed four *(4)* stories, or a maximum height of forty-five *(45')* feet. Furthermore, the maximum building height for outbuildings within the Creek South Zoning District is two *(2)* stories, or a maximum height of thirty *(30)* feet.

Additionally, the Code measures building height "*from the lowest permissible finished first-floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height (as referenced in chapter 3).*"

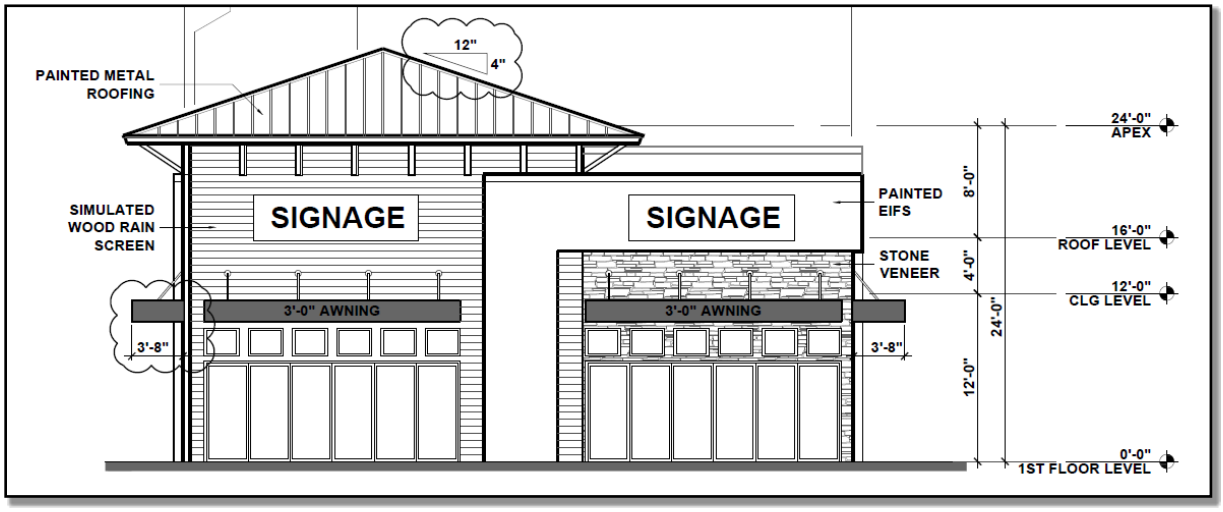
According to the submitted elevations drawings, the proposed roof height for the hotel, as measured to the surface of the flat roof, is approximately forty-two feet & eight inches *(42'-8")*. A parapet is being proposed at varying heights to conceal electrical equipment housed atop the roof. The height of the proposed parapet height varies throughout the hotel structure and measures no more than forty-nine feet & one inch *(49'-1")* at the highest point; however, according to the Land Development Code, "*a parapet wall shall not be counted in the calculation of building height (as referenced in chapter 3)*". The maximum height of the proposed hotel is fifty-seven feet & eight inches *(57'-8")*, which is measured to the peak of the pitched roof.

Proposed Hotel Building Height



The proposed retail/restaurant outbuilding will be constructed at a maximum height of sixteen *(16)* feet, as measured at the flat roof, with a maximum height of twenty-four *(24)* feet, as measured at the eave of the pitched roof. Additional roof height above the eave will be included to provide for the necessary 12:4 slope for the pitched roof. A parapet wall will also be constructed around the flat roof of the outbuilding to conceal roof top equipment.

Proposed Restaurant/Retail Building Height



❖ ***ADDITIONAL BUILDING SETBACKS: Three and four-story buildings have an additional five-foot setback on each side.***

Staff Findings: According to the submitted site plan, the proposed hotel and restaurant exceed the minimum required setbacks for the Creek South *(CS)* Zoning District, pursuant to Land Development Code Section 3.04.04 – Figure CD-09.

Creek South – Minimum Setback Standards

LDC Section 3.04.04 – Figure CD-09 - Development Standards in the Creek District				
Setback	**Hotel**		**Restaurant**	
	Required	**Proposed**	**Required**	**Proposed**
Front Build-to-Zone *(East)*	**0' – 20'**	*N/A*	**0' – 20'**	*41.7'*
Side Setback @ Creek (*North)*	**0' or 5'+**	*45'*	**0' or 5'+**	*30'*
Side Setback @ Street *(South)*	**10'**	*72.8'*	**10'**	*54.5'*
Rear Setback with Alley *(West)*	**10'**	*32.8'*	**10'**	*N/A*

The site plan identifies a proposed minimum front yard setback of 41.7'-feet between the proposed restaurant/retail building and east property boundary adjacent to SE Colorado Avenue, a minimum rear yard setback of 32.8-feet between the proposed hotel and west property boundary adjacent to SW A Street, and a minimum side yard setback of 45'-feet between the hotel and north property boundary adjacent to SE Colorado Avenue. In addition, the south side setback provides approximately 54.5' between the proposed restaurant and

south property boundary and a 72.8' side setback between the proposed hotel and south property boundary.

LDC Section 5.06.02 – Shoreline Protection Zone Setback	
Required	**Proposed**
10'	29.4'

The applicant has also provided an enhanced shoreline protection zone with a 29.4-foot setback from Frazier Creek; whereas the required setback for a shoreline protection zone within the CRA is 10-feet, as measured from the mean high-water line.

- ***MIXED RESIDENTIAL UNIT TYPES: The proposed development includes a mix of one and two-bedroom rental apartments 1,000 square feet or less of gross floor area.***

  Staff Findings: The design criteria for mixed residential unit types are not applicable to this development. The proposed non-residential uses do not provide for residential densities.

- ***ARCHITECTURAL TREATMENTS: Architectural treatments on the principal building facade should be continued around all sides of the building that are visible from the public realm.***

  Staff Findings: The architectural treatments for the Hotel will be mimicked on the retail/restaurant façade. The applicant has identified a variety of architectural finishes and materials to be utilized in the final project design; however, these materials may be subject to change due to product availability, selected contractors, and owner preference.

  Materials included in this plan are preliminary and are provided as contextual information. Further material specifications and hardscape plans may be provided at time of permitting.

  Although the color scheme provided with the submitted elevations and renderings may differ, the applicant has confirmed that the color palette will be coastal colors consisting of muted pastels which are consistent with the intent of the Creek District Code and is agreeable to a condition of approval that the final color scheme may be approved by the Development Director prior to issuance of the first building permit.

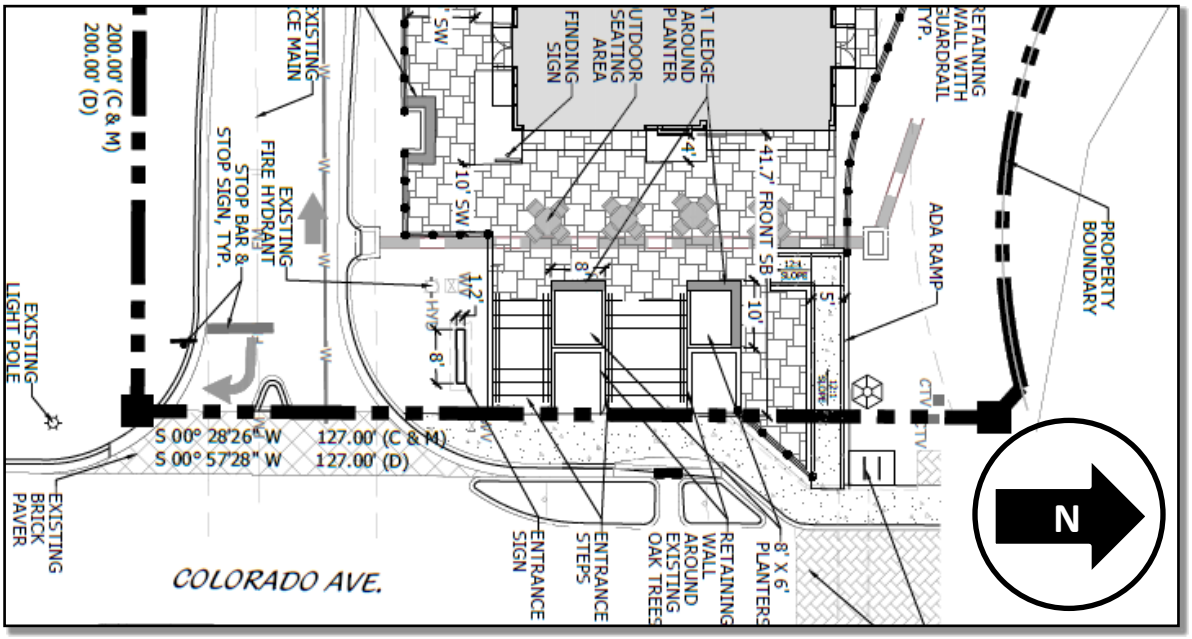
- ***ARCHITECTURAL FEATURES FOR MIXED-USE BUILDINGS: In mixed-use buildings, the ground floor shall be differentiated from upper floors through the use of strong cornice lines, awnings, distinct but compatible exterior colors or materials, exterior lighting, colonnades or overhangs that cover the sidewalk, increased setback for upper floors or similar treatments.***

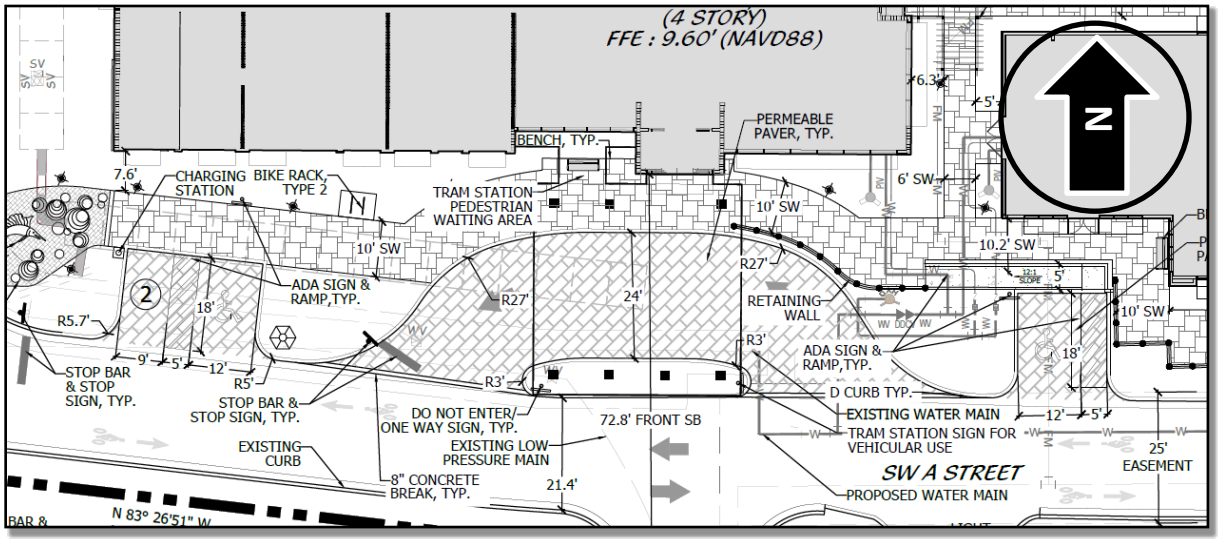
  Staff Findings: The proposed development does not encompass buildings intended for mixed use. The detached 5,000 ft^2 single-story building is intended for up to two *(2)* users; one restaurant, one retail. The hotel will be maintained by a single tenant and will operate separately from the retail and restaurant uses.



❖ ***DEFINED ENTRANCE: The primary building entrance is a prominent feature that is well lit and visible and directly accessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements.***

Staff Findings: The proposed development identifies two *(2)* separate entrances; an elevated plaza will be situated to the restaurant which includes an elevated seating area overlooking SE Colorado Avenue. *(See image below)*





A second entrance will be provided for the proposed hotel along SW A Street. *(See image above)* The hotel entrance includes a Porte-Cochère with stamped permeable concrete pavers, a dedicated tram-stop for City of Stuart Tram with benches, and a ten *(10)* foot wide pedestrian walkway leading to the adjacent detached outbuilding and the pedestrian walkway situated along SE Colorado Avenue. All on-site pedestrian walkways, stairs, and on-site parking spaces will be constructed with a variety of decorative brick pavers, guardrails, and landscaping.



❖ ***PEDESTRIAN AMENITIES: Pedestrian amenities in the form of benches, potted plants, flower boxes, outdoor patio area, murals, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.***

Staff Findings: According to the applicant, the proposed building fronting SE Colorado Avenue has the potential to include both retail and restaurant/café uses with an active outdoor plaza with public seating to encourage pedestrian activity. The outdoor space also provides ample space for outdoor seating, which is intended to be for the public use as a gathering amenity rather than for the sole use of the restaurant/café users.

The site plan also depicts a 6-foot and 10-foot sidewalk along the entire south and west border of the site, which

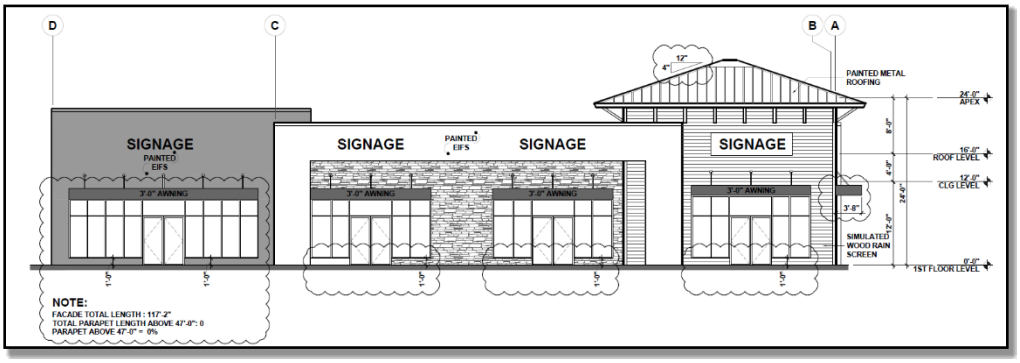
connects to the existing sidewalk along SE Colorado Avenue & SW 7th Street. Pedestrian benches will also be provided throughout the site to help provide a safe and convenient pedestrian route from the project site to the existing businesses located across the street from the property. This pedestrian connection allows hotel guests to visit the various shops and businesses along SE Colorado Avenue and the historic downtown area.

- ***PATIO GARDENS: The proposed structure incorporates gardens which include a mixture of flower boxes, arbors, trellis, flowering vines, and other landscaping materials.***

Staff Findings: Outdoor flower boxes and articulated retaining walls have been included around the proposed retail/restaurant building and will be planted with Creeping Figs, Live Oaks, Green Cocoplum, and Jasmine Minima. Similar vegetative species and types are continued throughout the site to enhance the public realm.

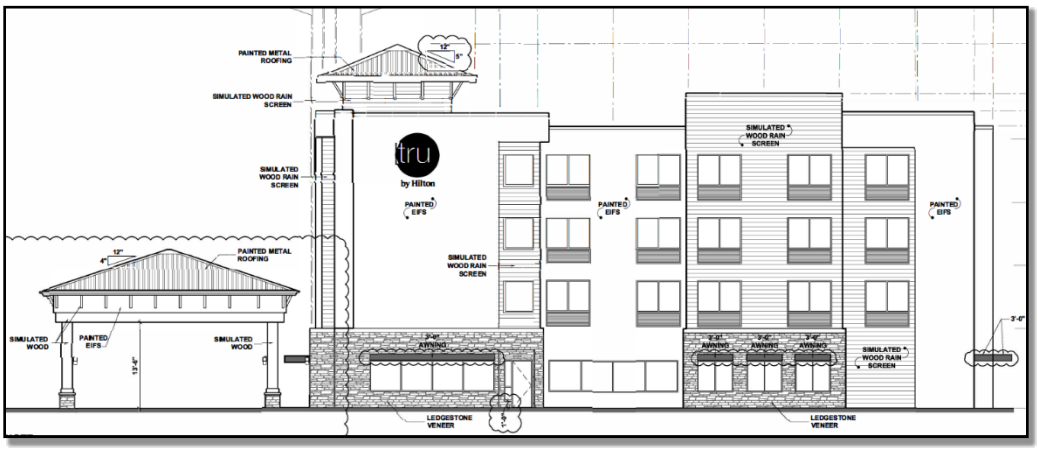


- ***VARYING ROOF LINES: Roofs shall have three or more roof slope planes per primary facade, sloping roofs or have vertical roof changes with a minimum change in elevation of two feet.***



Staff Findings: According to the submitted architectural elevations and renderings, the proposed hotel and restaurant buildings have been designed to meet the architectural design intent of the Creek District Form-

Based Code. The proposed hotel building provides varying levels of roof heights, including both flat roofing fitted with parapets and a pitched metal roof for aesthetics.



The hotel building provides a variety of roof lines with parapets heights varying between forty-four *(44)* feet and forty-nine *(49)* feet in height, and two levels of peaked roofs; one atop the hotel *(12:5 slope)*, and the second atop the hotel Porte-Cochère *(12:4 slope)*.

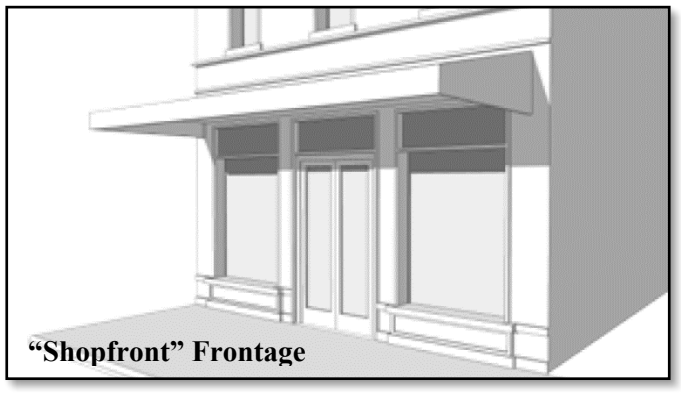
- ***ELEVATION PLANE VARIATION: The elevation plane variation is identified as the exterior wall of a structure or building. For planes 50 feet or less, the secondary plane shall project at least two feet from the primary plane and make up at least five percent of the entire elevation. For planes larger than 50 feet, the secondary plane shall project at least two feet from the primary plane and make up at least 30 percent of the entire elevation.***

  Staff Findings: The proposed development provides a variation in the elevation plane with an emphasis on articulated building faces, which is consistent throughout both the hotel & retail/restaurant buildings.



- ***BLANK WALLS: Long, windowless, uninterrupted walls shall be avoided. Transparent windows or faux windows or shutters shall comprise at least 30 percent of street and waterside exterior elevations and blank wall areas shall not exceed ten feet in vertical direction and 20 feet in horizontal direction of any facade.***

  Staff Findings: The proposed hotel building will provide awnings along the first-floor guest rooms with a three *(3)* foot depth, and a twelve *(12)* foot base to the storefront glazing to achieve a "Shopfront" frontage type. This frontage type was integrated to maintain consistency with the shopfront frontage for the proposed retail building, as well as the existing commercial plaza situated to the south of the site.

  
  "Shopfront" Frontage

  Both retail and hotel structures will incorporate a "Shopfront" frontage type along the sidewalk level of the ground story to provide compliance with frontage design standards outlined under Land Development Code Section 3.04.05. The shopfront frontage type will be included around the entire perimeter of the hotel and retail/restaurant buildings.

- ***SOLAR HOT WATER, ELECTRIC, OR AIR: Installation of solar water heaters, photovoltaic panels, and/or solar space heating (either passive or active) systems. Solar facility shall be installed for each individual residential or non-residential unit through a common system supplying each residential or non-residential unit. The solar unit shall be designed to be the primary heat or electrical source for the residential or non-residential unit being served.***

  Staff Findings: The installation of solar water heaters, photovoltaic panels, and/or solar space heating *(either passive or active)* systems are not being proposed as part of the proposed development.

- ***ENHANCED LANDSCAPING: Landscaping shall be planted over and above city code requirements with respect to size, quantity, and quality.***

  Staff Findings: According to the submitted landscape plan, ample landscaping will be provided throughout the development. Pursuant to Land Development Code Section 6.04.06*(B)(2)(b)*, the development shall consist of a landscape buffer of not less than fifteen *(15)* feet in width shall be provided along the common boundary between the side and rear of any proposed use and a residential use or residential zoning district that is separated by a street, road, or other right-of-way of less than 100 feet in width. In addition, the applicant is required to plan a shade tree every thirty *(30)* linear feet; Although the applicant was only required to plant nine *(9)* shade trees, the landscape plan identifies approximately twenty-three *(23)* shade trees, including Sand Cord Grass, Sea Grapes, Silver Buttonwoods, and Clusia Trees. Additional landscaping will be provided adjacent to the

north facing wall with Christmas Palms, Coontie, Royal Palms, and Coconut Palms.

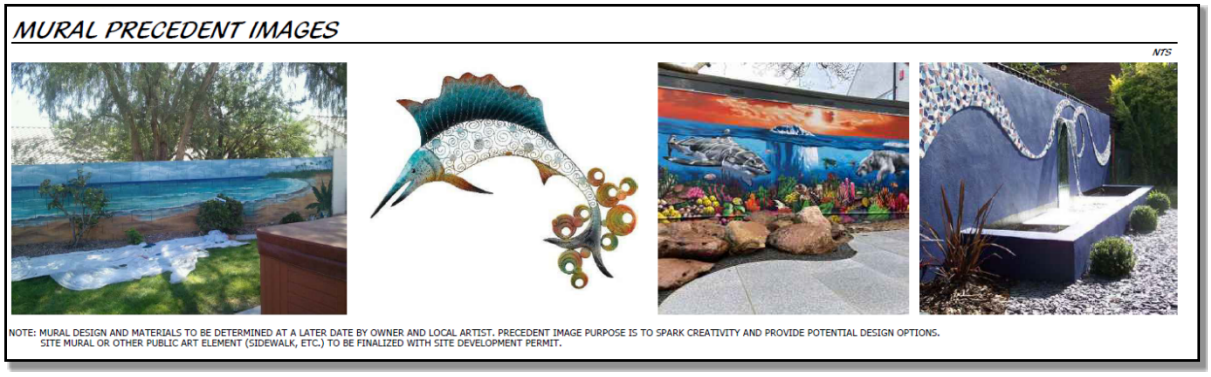
Landscape buffers will be installed at the north end of the site to buffer the residential homes from the proposed site. The applicant requests to plant and maintain additional landscaping outside of the north site boundary in City-owned property that is currently sodded to enhance this landscape buffer area. This would allow for an increased landscape buffer adjacent to the single-family homes. The high-quality landscaping on site will increase the aesthetic value of the development to the surrounding area.

Shoreline protection at Frazier Creek will be enhanced with a proposed 29.4-foot setback from the mean high-water line, which is 19.4 feet above the required ten-foot setback. The required setbacks for the building placement within the Creek District are far exceeded with the proposed site plan, allowing more room for landscaping and pedestrian amenities, while providing greater separation between the project and the residential homes located northwest of the subject property.

- ***IMPROVEMENTS TO THE SURROUNDING NEIGHBORHOOD: The applicant proposes to make improvements such as burying utility lines, replacing existing sidewalks with stamped concrete or pavers, providing pedestrian walkways constructed of stamped concrete or pavers, or other improvements.***

Staff Findings: The proposed development requires the applicant to relocate and bury existing underground utilities, including water & wastewater, at time of site permitting. Additionally, the applicant will be constructing a six *(6)* foot wide pedestrian sidewalk adjacent to SW A Street, and a ten *(10)* foot wide pedestrian sidewalk adjacent to the hotel and retail/restaurant building. The proposed pedestrian sidewalk will be constructed of brick pavers.

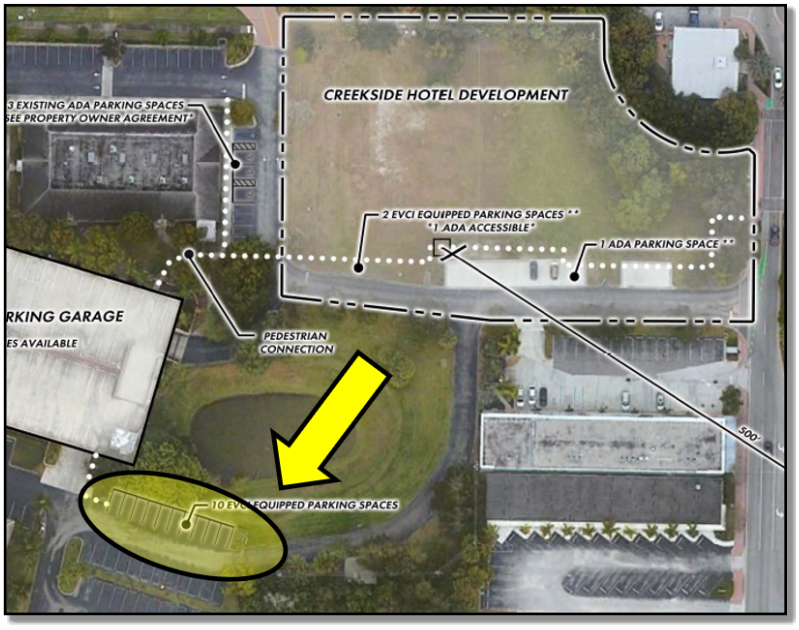
To meet the CRA's public art requirements outlined under Land Development Code Section 3.01.08, the applicant is proposing to install a mosaic sailfish within the sidewalk located at the southwest corner of the site *(See Below)*. Additionally, the applicant has expressed an interest in creating a mural along the southern retaining wall adjacent to SW A Street and outbuilding for the installation of a "History of Stuart" mural within the hotel lobby.





An application for a Minor Urban Code Conditional Use for public art requirements within the CRA shall require separate approval by the Community Redevelopment Board *(CRB)*. As a condition of this development approval, the applicant will be required to submit a separate Minor Urban Code Conditional Use application for the construction and instillation of public are requirements. As a separate condition of this Major Urban Code Conditional Use petition, the applicant will be required to improve the perimeter and interior site lighting for the off-site parking garage, including pedestrian bollard lighting and wayfinding signage.

The applicant is proposing to construct twelve *(12)* electric vehicle charging stations, in accordance with Land Development Code Section 2.06.22; two *(2)* required electric vehicle charging stations will be constructed on-site and the remaining ten *(10)* electric vehicle charging stations will be constructed off-site adjacent to the existing off-site parking garage.



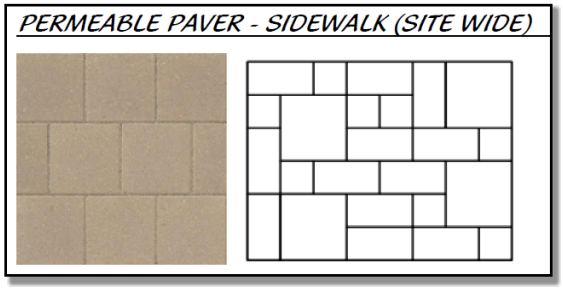
In accordance with Land Development Code Section 6.01.11*(B)*, required parking spaces located on the site of the principal use shall not be relocated elsewhere except by Major Urban Code Conditional Use approval issued by the City Commission. Although the existing parking garage is contiguous to the subject parcel and is situated within 500-feet of the proposed hotel entrance, the ten *(10)* off-site electric vehicle charging stations do not meet this 500-foot requirement and therefore requires relief from the City Commission.

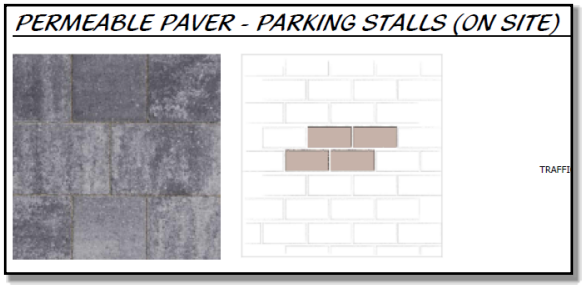
❖ ***GREEN SPACE: The development preserves open space.***

Staff Findings: According to the submitted landscape and tree mitigation plan, approximately 34.25% of the site will be preserved as open space, whereas the Land Development Code requires a minimum of 20% of the total site area to be set aside as open space. Additionally, the applicant will be retaining approximately twenty-five *(25)* of the forty-one *(41)* total trees on-site. The submitted tree mitigation plan identifies forty-one *(41)* existing Laurel Oak and Slash Pine trees located on-site, with two *(2)* trees being removed, fourteen *(14)* trees being relocated elsewhere on-site, and twenty-five *(25)* trees to remain in their current location.

❖ ***DECORATIVE PAVING: The development includes the use of brick pavers or stamped or color concrete, in accordance with city specifications, on the site.***

Staff Findings: As previously mentioned, the proposed materials sheet submitted with these applications, and located in the agenda packet, the applicant is proposing a variety of permeable pavers and materials throughout the site, including the sidewalks, retaining walls, guard rails, on-site parking stalls, seating, and stairs.





❖ ***HISTORIC PRESERVATION: For buildings identified in the City of Stuart update to the 1991 historic property survey dated April 2003 and any subsequent updates thereof; or any other structure which has local architectural, historical, or cultural significance, the following shall apply:***

a. ***The existing facades of historic structures are preserved and incorporated into the overall design of the proposed development.***

b. ***Any expansion of an existing building is historically or architecturally consistent with the existing building.***

c. ***Historic structures are relocated within the city limits, within Martin County, or outside Martin County.***

d. ***A monetary contribution is made to the relocation of historic buildings fund.***

Staff Findings: The subject site is vacant and does not include any historic structures. This design standard is not applicable to this development.

SITE DESIGN QUALITATIVE DEVELOPMENT STANDARDS

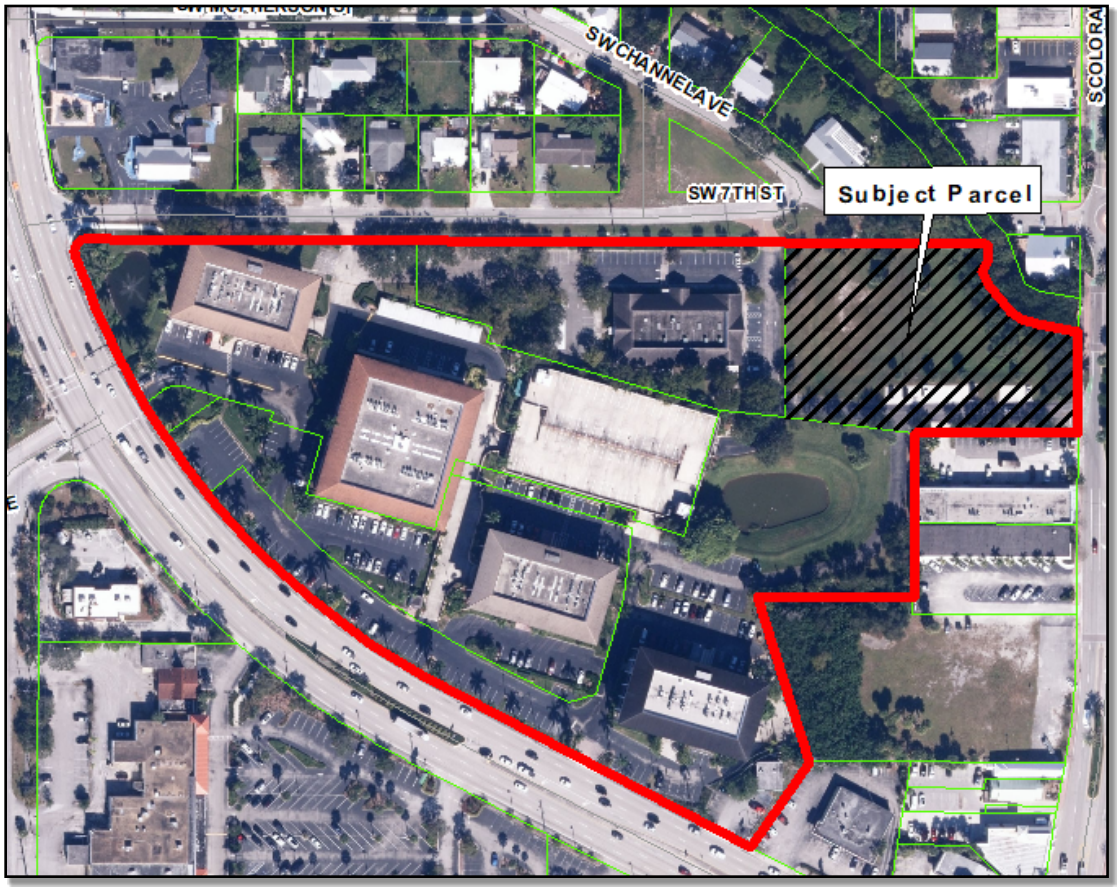
The Site Design Qualitative Development Standards outlined under Land Development Code Section 6.00.04*(B)* are intended to be applied in the review of Major Development Plan applications to ensure the development complies with the Comprehensive Plan and Land Development Code and promotes harmonious and compatible development within the city.

- ***HARMONIOUS AND EFFICIENT ORGANIZATION. All elements of a development plan shall be organized harmoniously and efficiently in relation to topography, the size and type of the subject property, the character and development of nearby property, and the type and size of buildings. Site improvements shall be arranged to have minimal effects on nearby property and in a manner that will not impede the development of nearby property for uses permitted by the Stuart Comprehensive Plan and this Code.***

  Staff Findings: The applicant is seeking to construct a 53,600 ft^2 *(Four story)* hotel and detached 5,000 ft^2 *(One Story)* retail/ restaurant building within the 1.62-acre parcel, which amounts to a total building coverage of 26% for the site. According to the submitted architectural elevations, the proposed hotel structure will be constructed with a flat roof and parapet design to provide concealment of the roof-top electrical equipment. Additionally, the hotel design will include a peaked roof with a metal painted roof for varying design features. The flat roof will be constructed at varying heights between 47-feet and approximately 49-feet, with the peak of the pitched roof measuring approximately 58-feet in height.

  The subject parcel is situated south of approximately seventeen *(17)* existing single-family dwellings located on SW 7th Street & SW Channel Avenue. These properties are designated by the Urban Neighborhood *(UN)* and Urban Waterfront *(UW)* Zoning Districts which permits a mixture of residential and non-residential uses. Although the scale of the hotel may not be harmonious to the scale of the single-family dwellings, the proposal will not impede the development of nearby property for uses permitted by the City of Stuart Land Development Code and Comprehensive Plan.

  Additionally, the site is situated within the Royal Palm Financial Center and encompasses four *(4)* 3-story office buildings with four *(4)* ancillary underground parking garage, a one-story building *(former Construction Journal Site)*, and three-story parking garage. The height and scale of the proposed hotel building is harmonious with the existing buildings/parking garage located within the Royal Palm Financial Center and the proposed one-story detached building provides a scaled transition between the hotel and adjacent commercial uses situated along Colorado Avenue.



- ***PRESERVATION OF NATURAL CONDITIONS. The landscape shall be preserved in its natural state to the maximum degree practical by minimizing tree and soil removal and by other appropriate site planning techniques. Terrain and vegetation shall not be disturbed in a manner likely to increase soil erosion in or near the site or to harm endangered or threatened plant or animal populations.***

  Staff Findings: The subject site is currently vacant and undeveloped with approximately twenty-five *(25)* of the forty-one *(41)* total trees remaining on site. The submitted tree mitigation plan identifies forty-one *(41)* existing Laurel Oak and Slash Pine trees located on-site, with two *(2)* trees being removed, fourteen *(14)* trees being relocated elsewhere on-site, and twenty-five *(25)* trees to remain in their current location.

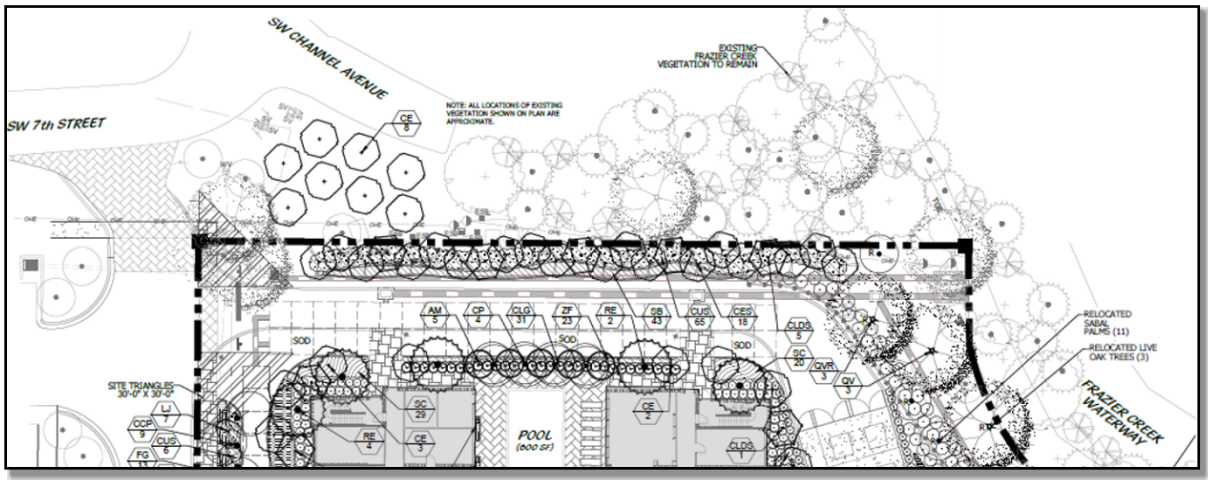
- ***SCREENING AND BUFFERING. Fences, walls, or vegetative screening shall be provided where needed to protect the occupants of the site from undesirable views, lighting, noise, or other adverse effects of nearby property, and to protect the occupants of nearby property from like adverse effects produced by the development of the site.***

  Staff Findings: Landscape buffers will be installed at the north end of the site to buffer the residential homes from the proposed site. The applicant requests to plant and maintain additional landscaping outside of the north site boundary in City-owned property that is currently sodded to enhance this landscape buffer area. This would

allow for an increased landscape buffer adjacent to the single-family homes. The high-quality landscaping on site will increase the aesthetic value of the development to the surrounding area.

- ***ENHANCEMENT OF RESIDENTIAL PRIVACY. The development plan shall provide reasonable visual and auditory privacy for all dwelling units located within and near the site. Fences, walls, barriers, and vegetation shall be arranged to protect and enhance the appearance of the site and the privacy of the occupants.***

  Staff Findings: The proposed development will provide a minimum fifteen *(15)* foot wide landscape buffer along the northern side boundary adjacent to the existing single-family dwellings situated along SW 7th Street & SW Channel Avenue. In addition, the applicant has requested to plant additional landscaping within the City of Stuart right-of-way adjacent to the Frazier Creek waterway to provide a supplemental landscape buffer.



- ***EMERGENCY ACCESS. Buildings, walls, landscaping, and other site features shall be arranged and constructed to permit access by emergency vehicles to all buildings.***

  Staff Findings: The City of Stuart Fire District and Police Department have reviewed the submitted site plan and determined the proposed development meets the standards and requirements for emergency access. Additional reviews will be performed at time of site and building permitting to ensure emergency access standards are met.

- ***ACCESS TO PUBLIC AND PRIVATE WAYS. All buildings, dwelling units and other facilities designed or intended for occupancy or assembly shall have safe and convenient access to public and private ways including streets, sidewalks, and parking areas, and to other areas on the site designed or intended for common use.***

  Staff Findings: Ample pedestrian sidewalks are being proposed throughout the site to provide

unobstructed access to existing public sidewalks situated along SE Colorado Avenue, as well pedestrian connections leading to the adjacent parking garage from the hotel and restaurant/retail buildings.

As a condition of this approval, the applicant will be required to install bollard lighting along the pedestrian sidewalk leading from the hotel to the adjacent parking garage, update/installing wayfinding signage within the parking garage and throughout the site, ensure all lighting and elevator equipment is fully operational within the parking garage for safe and convenient pedestrian access.

- ***PEDESTRIAN CIRCULATION. For developments which include residential units, the pedestrian circulation system shall be separated to the maximum extent possible from the vehicular circulation system. Sidewalks shall be provided if desirable for pedestrian safety and shall be constructed in accordance with city standards.***

  Staff Findings: The non-residential development does not propose any residential densities, and therefore this design standard is not applicable to the development; however, the proposed development provides ample pedestrian connections for safety and convenience.

- ***LOCATION AND DESIGN OF ACCESS DRIVES. Access drives to the site shall be located and designed to maximize public safety and convenience and to minimize negative traffic impacts on property. Access improvements located both on and off the site shall be provided if desirable for public safety.***

  Staff Findings: The subject site is located within the Royal Plam Financial Center, which contains a network of internal driveways providing access to Colorado Avenue and Federal Highway. According to the recorded Reciprocal Easement Agreement submitted by the applicant and attached in the agenda, the subject property and the Royal Plam Financial Center have a non-exclusive easement for access, parking, monument signage, utilities, irrigation, and drainage facilities.

  Following the review of the submitted Traffic Impact Analysis *(TIA)*, the City of Stuart's traffic consultant has determined the proposed development does not require any on-site/off-site improvements pertaining to access.

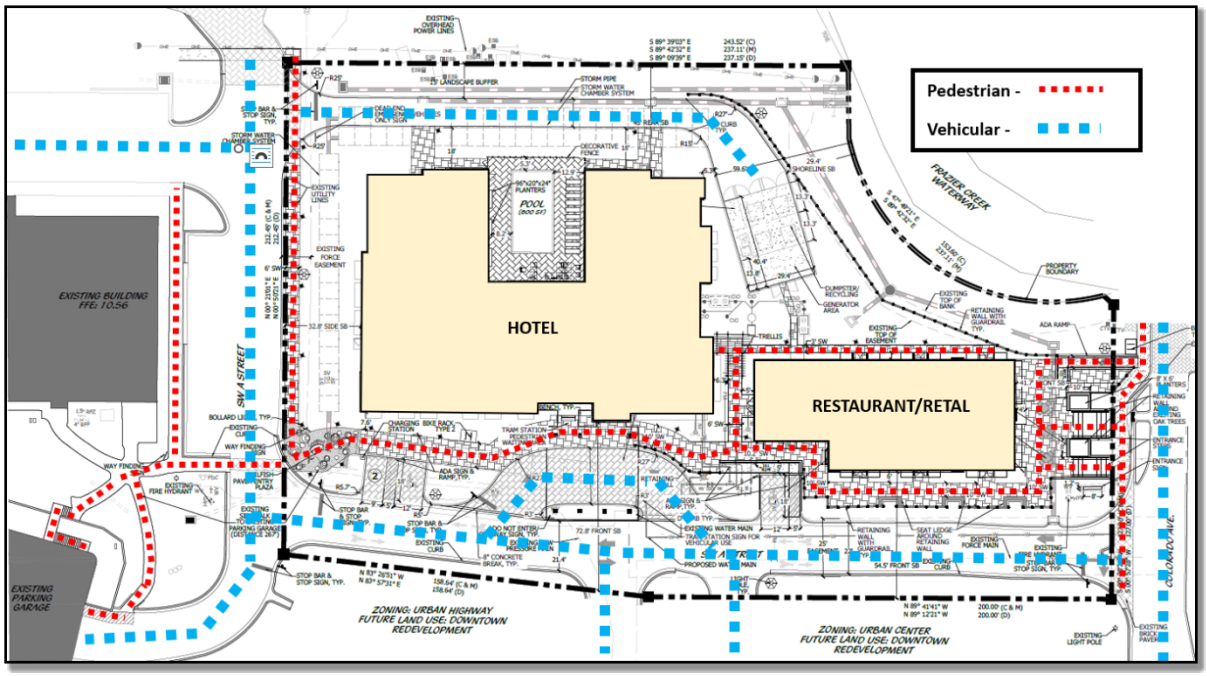
- ***COORDINATION OF ON-SITE AND OFF-SITE CIRCULATION. The arrangement of on-site public and private ways including streets, sidewalks, bicycle paths and parking areas for vehicular and pedestrian circulation shall be coordinated with the existing and planned pattern of off-site public and private ways for vehicular and pedestrian circulation.***

  Staff Findings: The property is situated within the Royal Plam Financial Center and includes an existing network of internal driveways. The development does not propose on-site vehicular circulation; however, the development does include a variety of pedestrian walkways leading from the parking

garage, site, and public right-of-way along Colorado Avenue.

❖ ***LOCATION AND DESIGN OF ON-SITE WAYS. On-site public and private ways including streets, sidewalks, bicycle paths and parking areas shall be located and designed to occupy no more land than is required to provide safe and convenient vehicular and pedestrian circulation. Such ways shall not unnecessarily fragment development into small areas or segments.***

Staff Findings: The submitted site plan identifies safe and convenient vehicular and pedestrian circulation throughout the property and provides for safe pedestrian access from the site to the adjacent parking garage, electrical vehicle charging stations, and public rights-of-way.



❖ ***DRAINAGE. Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt.***

Staff Findings: According to the submitted Stormwater Drainage Report prepared by Velcon Engineering & Surveying, LLC, dated August 2023, the 1.62 acres site proposes 0.42-acres of building coverage and 0.70-acres of pavement and other impervious surface coverage. Proposed stormwater improvements include the construction of an underground chamber system for stormwater management, which will provide the required nutrient removal and attenuation onsite prior to a controlled discharge into Frazier Creek.

All environmental, wetland impacts, and mitigation requirements were addressed as part of the original permit with South Florida Water Management District *(SFWMD Permit No. 43-000406-S)*.

In the event of a flood, the site would act as a retention area with an eventual outfall over the perimeter berm into the adjacent Frazier Creek. According to the above mentioned SFWMD stormwater management report, the adjacent Basin I located within the adjacent Construction Journal Site provides all water quality and attenuation onsite and allows the flow to bypass the subject site.

As demonstrated in the submitted drainage report, all proposed improvements meet the development criteria for the City of Stuart, Martin County, and SFWMD stormwater management and flood protection. All minimum elevations are met for the proposed site improvements, and the discharge rate meets the minimum requirements for discharge rates.

The proposed use will not adversely affect the drainage system or create problems with drainage or stormwater quality. The utilization of an existing off-site parking garage allows the applicant to dedicate less space to on-site parking, and therefore decrease the amount of impervious area required on-site. Off-site parking within the existing structure ensures there is adequate drainage and stormwater treatment on the western side of the project in the form of below ground stormwater chambers.

- ***EXTERIOR LIGHTING. Exterior lighting shall not produce glare on nearby property or otherwise interfere with the quiet enjoyment of nearby property or with public safety and convenience.***

  Staff Findings: All developments within the City of Stuart must be reviewed for compliance with exterior on-site lighting standards prior to the issuance of a site permit. As a condition of the Major Urban Code Conditional Use and Major Development Plan applications, the applicant will be required to meet the minimum standards for exterior lighting to ensure there is no adverse effect on adjacent properties or public rights-of-way.

D. Comprehensive Plan

The Major Urban Code Conditional Use and Major Development Plan applications have been reviewed and determined to comply with the following Goals, Objectives, and Policies outlined under the City of Stuart Comprehensive Plan.

Element #1 - Future Land Use

Policy 1.A7.1: The City of Stuart has designated the following land use categories and allowed uses for all land within the City of Stuart:

- ***Downtown Redevelopment:*** The Downtown Redevelopment future land use designation applies only to land area within the Stuart Community Redevelopment Area. General uses permitted include low density residential, multi-family residential, office, commercial, recreation, lodging, public facilities,

conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

Objective 1.A8. - Land Development Regulations: Future growth, development, and redevelopment will be managed through the preparation, adoption, implementation and enforcement of Land Development Regulations.

Policy 1.A8.1: The City shall continue to include in the land development regulations specific and details provisions required to implement the adopted Comprehensive Plan, and which at a minimum:

- Ensure safe and convenient on-site traffic flow and vehicle parking needs including shared use parking where appropriate;
- Establish an urban code overlay zone to promote appropriate infill development and redevelopment within the TCEA which promotes a mix of uses, traditional neighborhood development, and a pedestrian-oriented land use pattern; complements transit-oriented development; and discourages large expanses of parking area.

Objective 1.B1: 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 compact urban form.

Policy 1.B1.1: The City shall continue to market itself as a hub for commercial, social, and institutional governmental activities in Martin County. Provide for commercial opportunities within Stuart beyond the historical conditions in order to provide alternatives to urban sprawl.

Policy 1.B1.4: Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

Policy 1.B3.10: All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and promote the architectural heritage of the City. Buildings shall include architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce building massing and recognize local character. Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large unadorned walls while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. The building's mass shall be varied in height and width so that it appears to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian. Corner lots at an intersection of two or more arterial or collector roads shall be designed with additional architectural embellishments, such as corner towers or other design features, to emphasize their location as gateways and transition points within the community.

Policy 1.C3.14: The City through the CRA redevelopment shall encourage and promote multi-modal pedestrian mobility and linkages throughout the CRA.

Element #2 - Transportation

Policy 2.A5.5: Where space allows, pedestrian accessways (sidewalks) shall be separated from traffic by landscape areas, on-street parking, and other design elements.

Policy 2.A7.2: The City shall encourage private developers to plan for pedestrian circulation including internal walks, bicycle paths and linkages to other projects where possible.

Policy 2.A7.4: All new development and redevelopment shall be required to install and maintain a pedestrian sidewalk network with ramps.

Policy 2.A7.8: The City shall require all new large-scale (greater than 20,000 square feet in gross building area) non-residential development to provide pedestrian and bicycle amenities, such as bike racks, benches, shaded seating areas and water fountains.

Policy 2.A15.2: Transportation level of service standards for arterials within the TCEA Buffer Area as depicted on the TCEA Buffer Area Map shall allow an additional 30 percent increase in peak hour traffic over the adopted level of service standards set in Policies 2.A1.1 and 2.A1.2 of this element.

Policy 2.A15.3: Where appropriate, parking requirements shall be reduced citywide, including within the TCEA. The City shall promote the use of shared parking arrangements throughout its jurisdiction in order to reduce vehicular movement on roadways thereby reducing congestion and increasing the amount of land available for building or attractive landscaping when the following conditions are met:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and
2. The uses served thereby have different peak parking demands and operating hours; and
3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and
4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.

Policy 2.A15.7: The City shall support public transit within the TCEA as described in Policies 2.A6.3, 2.A6.4, 2.A7.8, 2.A7.14, 2.A7.15, 2.A7.16, and 2.A7.17.

Element #4 - Infrastructure

Policy 4.A7.1: Through the City's Future Land Use Map and land use policies, the City will encourage mixed-use development, infill development and redevelopment which will maximize the use of existing facilities and discourage urban sprawl.

Element #5 - Conservation

Policy 5.A2.5: No activity shall be permitted which would adversely affect the quantity or quality of recharge entering the City's aquifers or within the City's watershed basins. Consistent with the intent of this policy:

1. Post-development runoff volumes shall not exceed pre-development runoff volumes for a storm event of three-day duration and 25-year return frequency for parcels greater than one acre. The same criteria shall apply for a storm event of three-day duration and ten-year return frequency for parcels less than one acre.
2. To the maximum extent consistent with the requirements of flood control, stormwater management systems shall be designed to maximize retention capability.
3. Stormwater management systems shall be designed to maximize the quality of water being recharged as well as that being discharged off-site.
4. Wherever suitable soils exist, encourage percolation of stormwater into the groundwater table through dry retention areas, pervious pavement, and other such methods supported by sound engineering practices.
5. Require new development to address off-site watershed issues related to greenways protection, wetlands, and water quality impacts due to on-site stormwater management designs.
6. Where appropriate, encourage Low Impact Development (LID) practices.

Policy 5.A4.2: New development shall preserve a buffer zone of 25 feet from the mean high water line of native vegetation which falls within the existing 25-foot setback area along waterways. This may be reduced to ten feet in the CRA to promote infill, redevelopment, and reduce blight.

Element #11 - Economic Development

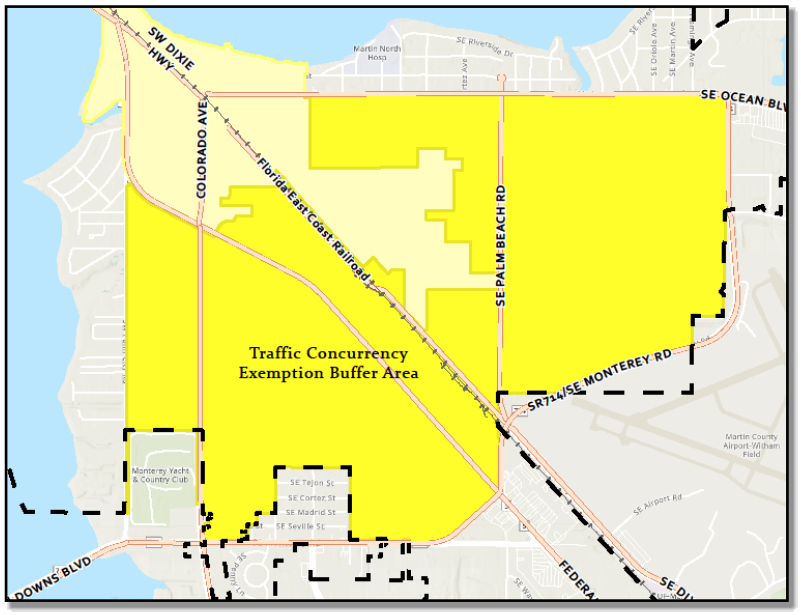
Policy 11.A1.2: The City will seek to prioritize the development of sites with high visibility and direct access to major transportation corridors for targeted and other industries and uses that encourage job creation.

Policy 11.A1.5: The City will encourage new commercial and industrial development.

Policy 11.A2.3: In order to enhance current investments in the City and to maintain and improve existing structures, the City shall consider allowing modifications to standards for required off-street parking, based on the anticipated use of the facility, size of meeting or assembly areas, hours of use, anticipated effects of parking on adjacent businesses and surrounding community, access to public transportation and carpools, and other considerations of need and impact, as appropriate.

Policy 11.A3.3: The City shall encourage cooperative efforts between local realtors, hotel/motel owners and restaurants, Department of Economic Development and Tourism, and Chamber of Commerce to market Stuart as a Waterfronts Florida tourism destination.

E. Traffic Impact Analysis (TIA)



According to the City's Comprehensive Plan Policy 2.A15.2, the subject property is situated within the boundaries of the Transportation Concurrency Exception Area *(TCEA)* and was established to promote urban redevelopment and infill development and reduce the potential traffic congestion increases caused by the concurrency exemption and provide for a level of service transition zone to mitigate the impact of the TCEA on adjacent properties; however, because the proposed development requires Major Development Plan approval, the standards and requirements for the review of transportation concurrency are required to be met, in accordance with Land Development Code Section 4.04.01.

Land Development Code Section 4.04.01 – *Properties within the Traffic Concurrency Exception Area*:

For proposed development within the TCEA that requires major development plan approval or planned unit development approval, the following shall be required.

1. *A traffic statement shall be required for proposed developments that have the potential to generate 19 or fewer peak-hour trips; and*
2. *A traffic study shall be required for proposed developments that have the potential to generate 20 or more new peak-hour trips.*
3. *On-site and off-site mitigation of traffic impacts (e.g., traffic signals, turn lanes, curb cuts) may be required for either type of development.*

Traffic Impact Analysis Review:

On December 4, 2023, the applicant submitted a revised Traffic Impact Analysis prepared by O'Rourke Engineering & Planning *(Susan E. O'Rourke, P.E.)*, dated April 11, 2023 *(Revised through November 30, 2023)*, for review by the City of Stuart's Traffic Consultant, Kimley-Horn & Associates. The following information was obtained from the Final Traffic Analysis Review Letter prepared by Kimley-Horn & Associates, dated December 20, 2023.

Daily Trip Generation:

Land Use	Intensity	Units	Gross Trips	Internalization Trips		Net External Trips	Pass-By Trip		Net New Trips
			Total	Total	%	Total	Total	%	Total
Retail	2,500	Ft^2	335	42	12.5%	293	141	48%	152
High Turnover Restaurant	2,500	Ft^2	268	47	17.5%	221	97	44%	124
Hotel	101	Beds	671	19	2.8%	652	65	10%	587
TOTALS			**1,274**	**108**	**8.5%**	**1,166**	**303**	**26%**	**863**

AM Peak Hour Trip Generation:

Land Use	Intensity	Units	Gross Trips	Internalization Trips		Net External Trips	Pass-By Trip		Net New Trips
			Total	Total	%	Total	Total	%	Total
Retail	2,500	Ft^2	6	-	0%	6	3	48%	3
High Turnover Restaurant	2,500	Ft^2	24	1	4.2%	23	10	44%	13
Hotel	101	Beds	43	1	2.3%	42	4	0%	38
TOTALS			**73**	**2**	**2.7%**	**71**	**17**	**23.9%**	**54**

PM Peak Hour Trip Generation:

Land Use	Intensity	Units	Gross Trips	Internalization Trips		Net External Trips	Pass-By Trip		Net New Trips
			Total	Total	%	Total	Total	%	Total
Retail	2,500	Ft^2	16	6	37.5%	10	5	48%	5
High Turnover Restaurant	2,500	Ft^2	23	8	34.8%	15	7	44%	8
Hotel	101	Beds	47	2	4.3%	45	5	10%	40
TOTALS			**86**	**16**	**18.6%**	**70**	**17**	**24.3%**	**53**

According to the submitted revised Traffic Impact Analysis *(TIA)* prepared by O'Rourke Engineering & Planning *(Susan E. O'Rourke, P.E.)*, dated April 11, 2023 *(Revised through November 30, 2023)*, the total net new trip generation potential for the proposed development is 863 daily trips, with 54 AM peak hour trips *(31 entering / 23 exiting)*, and 53

PM peak hour trips *(29 entering / 24 exiting)*. Access to the site will be provided via the existing A Street at Colorado Avenue right-in/right-out driveway, 7th Street at Federal Highway *(US1)* right-in/right-out driveway, and Palm City Road at Federal Highway *(US1)* intersection. Based on the expected project impact, the existing transportation infrastructure external to the site should be sufficient to accommodate the proposed development.

F. Development Reviews

City of Stuart Building Department:

The Building Department has reviewed and conceptually approved the Major Urban Code Conditional Use and Major Development Plan applications for the Creekside Hotel. Upon permit submittal, the applicant shall meet the following requirements.

- All building plans must comply with the Florida Building Code *(FBC)* and Florida Fire Protection Code *(FFPC)* in effect at the time permit application*(s)* are submitted.
- Plans shall also be submitted as one PDF file.
- Separate permits shall be required for the site, building, dumpster enclosures, fire line, fire sprinkler, fire alarm, kitchen hood, and suppression systems.
- The applicant shall schedule a pre-construction meeting prior to the issuance of building permits.
- The development shall provide the required number of ADA parking spaces, in compliance with FAC 208.

City of Stuart Fire Rescue:

The City of Stuart Fire Rescue has reviewed and conceptually approved the Major Urban Code Conditional Use and Major Development Plan applications. A compliance review letter can be found in the agenda packet to the City Commission.

City of Stuart Public Works - Utilities:

The Public Works Department has reviewed the utility plan submitted for the Creekside Hotel and is conceptually approving the Major Development Plan and Major Urban Code Conditional Use. Conditions of this approval have been included within Resolution 04-2024.

City of Stuart Police Department:

The City of Stuart Police Department has reviewed and approved the submitted landscape plan for the Creekside Hotel. As a condition of approval, the applicant will be required to submit a Photometric Lighting Plan to the Development Department for review of all proposed lighting within the subject site and off-site parking garage. Prior to the issuance of a site permit, the applicant must demonstrate compliance with all City lighting standards.

CAPTEC Preliminary Engineering Review – City of Stuart Consultant:

The submitted preliminary engineering and construction plans have been reviewed and approved by the City of Stuart's engineering consultant, CAPTEC Engineering, Inc. CAPTEC performed this review for the City of Stuart to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the applicant.

The applicant is responsible for obtaining all State, Federal, and local permits that may be required as part of this project, such as a South Florida Water Management District ERP/Dewatering Permit.

Kimley-Horn & Associates Traffic Review – City of Stuart Consultant:

Kimley-Horn has reviewed the traffic impact study *(revised November 30, 2023)* prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The proposed project consists of 101 hotel rooms, 2,500 square feet of retail, and 2,500 square feet of restaurant. The site is generally located northwest of the SW A Street at Colorado Avenue intersection in the City of Stuart.

The total net new trip generation potential for the proposed development is 863 daily trips, 54 *(31 entering / 23 exiting)* AM peak hour trips, and 53 *(29 entering / 24 exiting)* PM peak hour trips.

Access to the site will be provided via the existing A Street at Colorado Avenue right-in/right-out driveway, 7th Street at US 1 right-in/right-out driveway, and Palm City Road at US 1 intersection. Based on the expected project impact the existing transportation infrastructure external to the site should be sufficient to accommodate the proposed development.

Environmental Review:

The City of Stuart Development Department has reviewed submitted Environmental Assessment and determined the proposed development complies with the City of Stuart Land Development Code, Comprehensive Plan, and Code Ordinances. The property is currently vacant and contains minimal existing vegetation. Staff has reviewed the submitted landscape and tree mitigation plans and has determined this application meets the landscaping/mitigation requirements for the City of Stuart. Prior to the issuance of a site/building permit, the applicant, property owner, or successor shall receive any required State, Federal, and/or local permits that may be required as part of this development.

G. Community Neighborhood Meeting

The applicant held a community meeting on March 14, 2023, at the City of Stuart Commission Chambers to discuss the proposed development project and answer questions from residents and the public. According to the neighborhood meeting sign-in submitted by the applicant, ten (10) community residents attended the meeting. The applicant has submitted meeting minutes from the community meeting, including neighbor concerns, which can be found in the Neighborhood Meeting Packet attached in the City Commission agenda packet.

H. Community Redevelopment Board (CRB)

On November 7, 2023, the Community Redevelopment Board *(CRB)* held a public hearing to review and discuss the Major Urban Code Conditional Use petition and Major Development Plan application for the Creekside Hotel. The Board voted 4-0, with three *(3)* board members absent from the vote, to forward a recommendation of approval to the City Commission.

I. Staff Recommendation

Staff has reviewed the Major Urban Code Conditional Use petition and Major Development Plan application and recommends the City Commission grant approval for the Creekside Hotel to allow a 53,600 ft^2 four-story, 102-rooms *(149-beds)* hotel and detached 5,000 ft^2 outbuilding for restaurant and retail uses, with associated on-site/off-site improvements, subject to the conditions of approval outlined under Resolution 04-2024.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 04-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR DEVELOPMENT PLAN AND MAJOR URBAN CODE CONDITIONAL USE APPROVAL FOR THE CREEKSIDE HOTEL PROJECT LOCATED ON THE WEST SIDE OF SOUTH COLORADO AVENUE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO CONSTRUCT A 53,600 SQUARE FOOT FOUR-STORY HOTEL (W/ 102-BEDS) AND A DETACHED 5,000 SQUARE FOOT ONE-STORY BUILDING FOR RETAIL AND/OR RESTAURANT USES; REQUIRING SPECIFIC POLICIES TO BE CONSIDERED INCLUDING PARKING REQUIREMENTS AND ARCHITECTURAL STANDARDS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on February 13, 2023, the City Commission granted a text amendment to the Land Development Code Chapter III – Special Zoning, via Ordinance 2498-2023, and adopted the "Creek District" Form Based Code; and

WHEREAS, on November 7, 2023, the Community Redevelopment Board (CRB) held a properly noticed public hearing to consider the Major Development Plan and Major Urban Code Conditional Use applications, representing Ted Glasrud Associates FL, LLC (owner), Rajesh Patel, (applicant), and Cotleur & Hearing (representative), for a 1.62-acre parcel of land to be

known as The Creekside Hotel, and voted to forward a recommendation of approval to the City Commission; and

WHEREAS, on January 8, 2024, the City Commission held a properly noticed public hearing to consider the Major Development Plan and Major Urban Code Conditional Use applications, representing Ted Glasrud Associates FL, LLC (owner), Rajesh Patel, (applicant), and Cotleur & Hearing (representative), for a 1.62-acre parcel of land to be known as The Creekside Hotel; and

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 Major Development Plan and Major Urban Code Conditional Use petition; and

WHEREAS, the applicant has committed to the City that its development will comply with all 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 this Resolution; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the Major Development Plan and Major Urban Code Conditional Use applications are consistent with the City of Stuart Comprehensive Plan and Land Development Code, and with the procedural requirements of law; and

WHEREAS, the Major Development Plan and Major Urban Code Conditional Use approval shall run with the land;

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

SECTION 1: The legal description of the property, reflecting the 1.62-acre parcel, is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The Conditions of Approval for the development are attached hereto as **Exhibit "C"** and made a part hereof by reference. A Parking License Agreement for required off-site ADA parking is attached hereto as **Exhibit "D"** and made a part hereof by reference. A parking

garage improvement and Electrical Vehicle Charging Infrastructure Agreement is attached hereto as **Exhibit "E"** and made a part hereof by reference. A Reciprocal Easement Agreement between with the Royal Palm Financial Center is attached hereto as **Exhibit "F"** and made a part hereof by reference.

SECTION 2: The following documents on file as public records of the City of Stuart, at the City Clerk's office in City Hall, shall be deemed a part of the conditions applicable to the Creekside Hotel development:

1. **Site Plan (Sheets 1-4),** prepared by Cotleur & Hearing, dated March 7, 2023, revised through September 29, 2023.
2. **Landscape Plan (Sheets 1-2),** prepared by Cotleur & Hearing, dated May 12, 2023, revised through September 29, 2023.
3. **Tree Mitigation Plan,** prepared by Cotleur & Hearing, dated March 7, 2023, revised through September 29, 2023.
4. **Boundary & Topographic Survey**, prepared by Velcon Engineering & Surveying, LLC, Francis N. Guettler, PSM (PSM#7473), dated January November 21, 2022, and revised on September 21, 2023.
5. **Hilton Sign Plan (Sheet 1-6),** prepared by Chandler Signs, dated August 8, 2023.
6. **Architectural Plans and Elevations**, prepared by Harter – Adams Architects & Planners, dated July 12, 2023, revised on September 19, 2023.
7. **Traffic Impact Analysis**, prepared by O'Rourke Engineering & Planning, Susan E. O'Rourke, P.E., dated April 11, 2023, revised through November 30, 2023.
8. **Environmental Assessment,** prepared by Advanced Restoration Ecology, Drew Gatewood, MS, PWS, dated February 2023.
9. **Conceptual Construction Plan**, prepared by Velcon Engineering & Surveying, LLC, dated April 20, 2023, revised through December 7, 2023.
10. **Stormwater Management Report**, prepared by Velcon Engineering & Surveying, LLC, Darren Guettler, P.E., dated August 2023.

SECTION 3: The Applicant is requesting Major Development Plan approval to construct a 53,600 square foot four-story – 102-room hotel (149-beds) and detached 5,000 square foot building for restaurant & retail uses, and concurrent approval for a Major Urban Code

Conditional Use to provide relief from certain provisions of the Land Development Code (LDC), including:

- To increase the maximum percentage allowed for a two (2) foot tall parapet from 40% to 48% to conceal roof-top electrical/mechanical equipment from the public view, pursuant to Land Development Code Section 3.04.04 – Development Standards (Figure CD-10); and
- Relief from constructing a sidewalk along the south side of SW A Street, to preserve the existing live oak trees located on-site, pursuant to Land Development Code Section 3.04.06(E)(5) – Thoroughfare Elements; and
- For the relocation of required parking, pursuant to Land Development Code Section 6.01.11(B) – Location of Required Parking Spaces:
    - Relocate ten (10) of the twelve (12) required electric vehicle charging infrastructure (EVCI) equipped parking spaces to the surface parking area adjacent to the Royal Palms Financial Center parking garage.
    - Utilize the Royal Palms Financial Center parking structure to meet the minimum required parking standards.
    - Utilize three (3) parking spaces within the adjacent property to the west (400 SW 7th Street) to meet ADA parking standards.

SECTION 4: 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 5: All Resolutions, or parts of Resolutions, in conflict with this Resolution or any part thereof is hereby repealed to the extent of such conflict. If any provision outlined within this Resolution conflicts with any contractual provision between the City and the applicant, developer, or successor, this Resolution shall prevail.

SECTION 6: If any provision of this Resolution 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 Resolution are declared severable.

SECTION 7: Following the adoption and acceptance of this Resolution by the owner, developer, or successor, and in addition to any other action for failure to otherwise comply with the Approved Documents, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date, and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the owner, developer, or successor may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Approved Documents and therefore, the Resolution(s) adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal this or any other Resolution pertaining to the development.

b. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this Major Development Plan or Major Urban Code Conditional Use Resolution by the owner, developer, or successor shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 8: This Resolution shall be effective upon adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 10: The City Clerk is directed to record a Certified Copy of this Resolution in the Public Records of Martin County, Florida, within thirty (30) days of City Commission approval.

Passed on the _____ day of _____, 2024.

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
BECKY BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
TROY MCDONALD, COMMISSIONER				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE BAGGETT, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

The above Resolution, Acceptance and Agreement was acknowledged before The above Resolution, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 Troy McDonald, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____as identification.

(Notary Seal)

_____

Signature of Notary Public

Printed Name: _____

Exhibit "A" Legal Description

UNIT 2, ROYAL PALM FINANCIAL CENTER COMMERCIAL CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF ROYAL PALM FINANCIAL CENTER, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL I.D. NUMBER: 05-38-41-032-000-00020-0

Exhibit "B" Map:

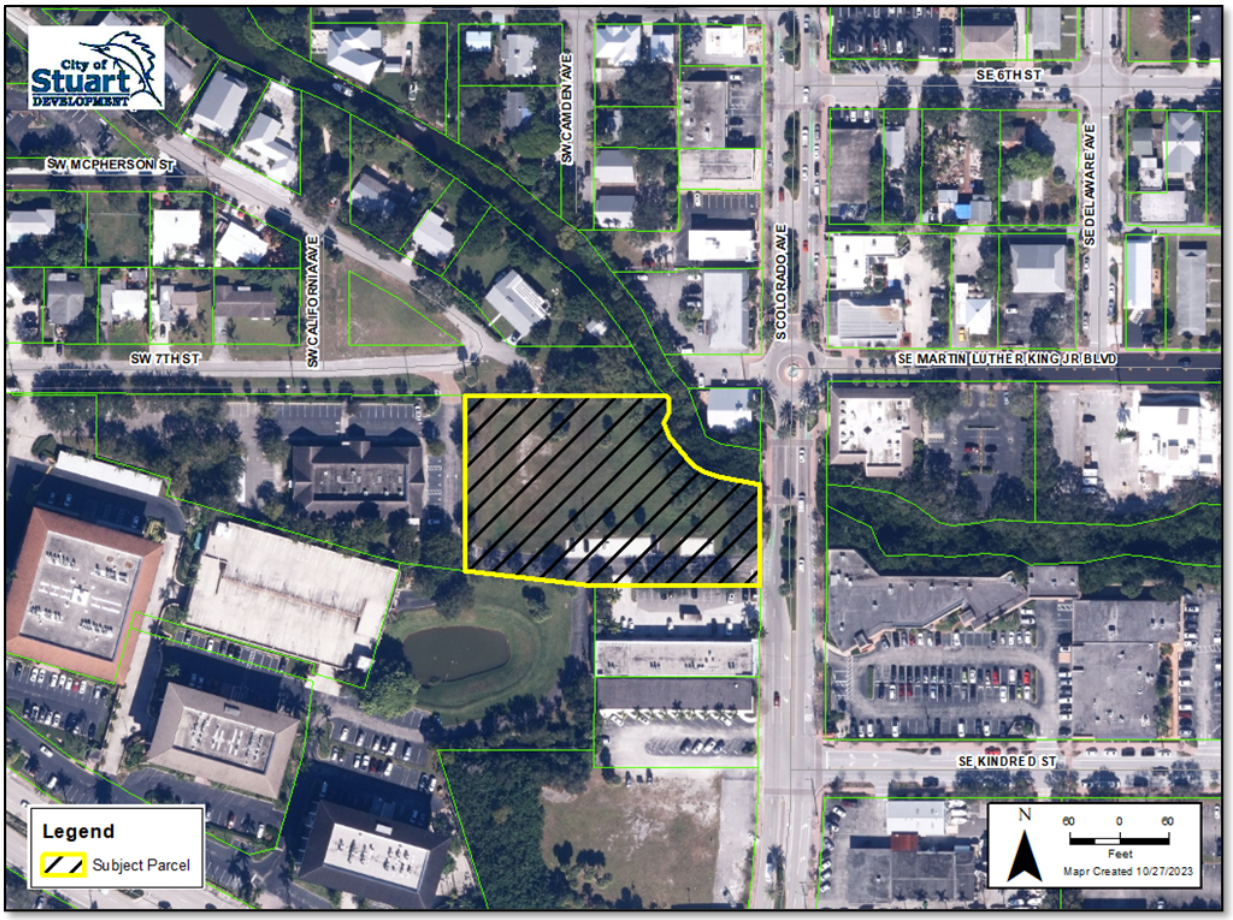


Exhibit "C" Conditions of Approval

1. The Architectural plans and elevations approved under this Major Urban Code Conditional Use and Major Development Plan shall be utilized within the development design. A deviation of more than 5% of the approved architectural plans shall require the submittal of a Minor Amendment to the Major Urban Code Conditional Use application and review by the Local Planning Agency (LPA) and final approval from the City Commission.

2. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted at time of site permit review. Water trucks may be required and necessary during construction to reduce dust generated on-site.

3. Except as otherwise set forth in the Creekside Hotel Major Urban Code Conditional Use & Major Development Plan Approval, all development shall comply with the City Land Development Code. Any modifications to the Master Site Plan or Architectural Plan which exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, architecture, or location of landscaping, may be approved under an Administrative Variance approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval at a public hearing.

4. All applicable State or Federal permits must be obtained before the commencement of any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a State or Federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a State or Federal agency or undertakes actions that result in a violation of State or Federal law.

5. Any existing mangroves shall be maintained and protected during construction and thereafter. Any trimming shall only be permitted by the Florida Department of Environmental Protection.

6. The site permit and dumpster permit both require a separate building permit from the City of Stuart Building Department.

7. On-site lighting shall not negatively impact or create a visual nuisance to adjacent properties. The applicant, developer, or successor shall submit a Photometric Lighting Plan for on-site and parking garage lighting improvements to the City of Stuart Building Department upon the submittal of a site permit. The Photometric Lighting Plan shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

8. Prior to the issuance of site and/or building permits, the applicant shall submit final engineering plans and construction drawings for review and approval by the City of Stuart Development Department.

9. All regulatory agency permits required for the development, including but not limited to the South Florida Water Management District, Department of Environmental Protection, and Army Corp of Engineers, shall be obtained by the applicant, developer, or successor, and copies provided to the City of Stuart Development Department prior to the commencement of any upland site improvements and/or development activities.

10. Regulatory agency permits pertaining to improvements within submerged lands and below the mean high-water line, including but not limited to the South Florida Water Management District, Department of Environmental Protection, and Army Corp of Engineers, shall be obtained by the applicant, developer, or successor, and copies provided to the City of Stuart Development Department prior to the commencement of any development activities taking place within submerged lands and below the mean high-water line.

11. Any sidewalks or roads damaged during construction shall be repaired and/or replaced by the applicant, developer, or successor, as per the City's specifications.

12. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

13. A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy.

14. Prior to the issuance of a Certificate of Occupancy, the applicant, developer, or successor shall receive approval for the development's required public art, pursuant to Section 3.01.08. The applicant shall be required to apply for a separate Minor Urban Code Conditional Use, for review and approval required by the CRB of the following art instillations:

    a. Sailfish Sidewalk Mosaic

    b. Hotel Lobby Mural

    c. Outdoor Mural

15. All Construction shall be installed, inspected, and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition, and the City of Stuart Specifications and Ordinances, where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.

16. All plans shall be routed through the Permit Technician in the City of Stuart Development Department. Approval of the Urban Code Conditional Use shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of the City Code. Approval shall not prevent the City of Stuart from requiring a correction of errors in plans, construction, or violation of City Code.

17. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited on the property.

18. All on-site and off-site signage shall be approved under separate building permits and must comply with the City of Stuart Land Development Code Section 6.11.00.

19. Any right-of-way improvements shall be maintained and operated by the applicant, developer, or successor, in perpetuity or until alternative maintenance arrangements are signed off by the City's Public Works director.

20. The applicant, developer, or successor shall be required to submit a Revocable Permit with the City of Stuart Development Department for the following:

    a. Proposed bike racks within the sidewalk located on the west side of SE Colorado Avenue.

    b. Proposed landscape improvements within the SW 7th Street right-of-way, situated to the north of the subject site and west of the Frazier Creek Waterway.

21. No temporary or modular buildings are permitted on the property except for a permitted temporary construction trailer.

22. Billboards are prohibited on the property.

23. Prior to the issuance of a certificate of occupancy, the applicant shall be required to construct three (3) off-site ADA parking stalls within the property to the west. All ADA parking shall be designed and constructed in accordance with Florida Statute and the Florida Building Code.

24. The development shall comply with all applicable Handicap Accessibility standards.

25. Prior to the issuance of a certificate of occupancy, the applicant shall be required to install wayfinding signage and lighting within the off-site parking garage. The applicant will be required to ensure the elevator is fully operational twenty-four (24) hours a day, seven (7) days a week to serve the hotel and retail/restaurant.

26. Prior to the issuance of a Certificate of occupancy for the hotel or retail/restaurant, the applicant shall be required to install bollard lighting along the pedestrian walkway leading from the Hotel to the off-site parking garage.

27. Prior to the issuance of a Certificate of occupancy, all electric vehicle charging infrastructure (EVCI) equipped parking spaces shall be installed and constructed.

28. Outdoor music shall be prohibited within the outdoor pool area. In addition, the hours of operation for the pool shall be limited to hours between dusk and dawn.

29. The outdoor plaza seating area adjacent to SE Colorado Avenue shall be available to the public and restaurant/retail uses.

30. Rolling dumpsters must be brought to the street and returned to the enclosures on trash/recycling pick-up days.

31. The loading area/driveway and dumpster enclosure area shall always be maintained in a clean manner.

32. The following uses shall be permitted:

    a. Hotels

    b. Retail Sales and Service

    c. Restaurants, Convenience and General (Excluding Drive-In/Through)

33. This development approval is contingent upon the transfer of the reciprical easement agreement bewteen the Royal Plam Finalcial Center. City Commission action shall be required to remove the Reciprical Easement recorded on the subject property.

Exhibit "D" Off-Site ADA Parking Agreement

PARKING LICENSE

THIS PARKING LICENSE (the "License"), entered into as of the last date set forth in the signatures of the parties below ("Effective Date"), is made by and between Coastal REC Ventures, Inc., a Florida corporation with an address of 3441 SW Rivers End Way Palm City, FL 34990 ("Owner"), and Rajesh Patel or his assignee-entity ("Hotel"), each a "Party," and collectively, the "Parties."

RECITALS

WHEREAS, Owner owns that certain real property located in Martin County, Florida and legally described on Exhibit "A" attached hereto and made part hereof by this reference (the "Owner Lot"); and

WHEREAS, Hotel is under contract to purchase that certain real property located in Martin County, Florida and legally described on Exhibit "B" attached hereto and made part hereof by this reference (the "Hotel Lot"); and

WHEREAS, Hotel wishes to use three (3) parking spaces on Owner Lot for parking meeting the requirements of the Americans with Disabilities Act and any other laws, ordinances, and regulations applicable to parking for disabled persons (hereafter, "ADA Parking").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference.

2. ADA Parking Spaces. If Hotel becomes the record owner of the Hotel Lot within one-hundred eighty (180) days of the Effective Date, then Owner grants Hotel the nonexclusive right to use the parking areas on the east side of Owner Lot shown on the attached Exhibit "C" within a gray box and called-out by two arrows (the "Hotel Spaces"), made a part hereof by this reference, for ADA Parking and for no other purpose for so long as Hotel operates a hotel on Hotel Lot. Hotel, at its sole expense, shall ensure the Hotel Spaces comply with the requirements of the Americans with Disabilities Act and otherwise qualify under applicable law as parking for disabled persons. Hotel shall maintain the Hotel Spaces in safe, clearly marked, compliant, and clean condition at the sole cost and expense of Hotel for the duration of this License. In connection with maintenance, repairs, and/or improvements within the Hotel Spaces by Hotel, Hotel may not disturb or damage any property outside the Hotel Spaces without the express written consent of Owner, which may be denied in Owner's sole discretion. Hotel may allow use of the Hotel Spaces by Hotel's licensees and invitees, and by no other persons. Hotel shall be responsible for the actions and conduct of Hotel and/or its principals, owners, shareholders, members, managers,

licensees, invitees, employees, contractors, vendors, agents, and trespassers on and in connection with the Hotel Spaces.

3. License Fee. As consideration for this License, Hotel shall pay, in advance on the first day of each month, a monthly license fee for use of the Hotel Spaces ("License Fee"). The first License Fee payment is due December 1, 2024, in the amount of Four Hundred Eighty Six and no/100 Dollars ($486.00) and shall continue monthly thereafter for the duration of this License. The License Fee shall increase annually on December 1st of each year by a percentage equal to the United States Bureau of Labor Statistics Consumer Price Index, all items, for the immediately preceding twelve (12) month period as of September of that year. For illustrative purposes, if the September 20XX Consumer Price Index for all items equals 3.7%, then the License Fee payable on December 1, 20XX and thereafter increases by 3.7%. Under no circumstances shall the License Fee decrease. In the event the License Fee is not timely delivered to Owner, Hotel shall pay a late fee of Five Percent (5%) of the License Fee in addition to the License Fee. Payment shall be made by check payable to Coastal REC Ventures Inc. and delivered to 3441 SW Rivers End Way, Palm City, FL 34990, or by such other payment method as may be agreed in writing by the Parties.

4. Release and Indemnification. Hotel, for itself and for its principals, owners, shareholders, members, managers, licensees, invitees, employees, agents, successors, and assigns hereby releases, and shall indemnify and hold harmless, Owner and its respective officers, directors, shareholders, managers, members, partners, parent companies, subsidiaries, employees, agents, representatives, tenants, licensees, guests, invitees, successors and assigns (collectively, for the purposes of this paragraph "Indemnitee") from and against any and all actions, suits, claims, defenses, demands, causes of action, liability, loss, damages, expenses, costs, and the like, including, without limitation, reasonable attorneys' fees and court costs through the trial and all appellate levels, relating to or arising from this License and/or the Hotel Spaces, including without limitation noncompliance with the requirements of the ADA or other applicable law; personal injury, death, and/or injury to property; and negligence, intentional misconduct, criminal activity, or other actions of and/or by Hotel and/or its licensees, invitees, employees, contractors, vendors, agents, and trespassers.

5. No Dedication. Nothing contained in this License will be deemed to constitute a gift, grant or dedication of any portion of Owner's Lot to the general public or for any public purpose whatsoever, it being the intention of the Parties that this License be strictly limited to the private use of the Parties and their respective permitted users. This License is intended to benefit the Parties, and is not intended to benefit any other person or entity, create any third party beneficiary, or give any other person or entity any rights hereunder.

6. Miscellaneous.

a. Authority. Each Party represents and warrants that it has the authority and capacity to enter into and perform this License.

b. Failure to Obtain Approvals on Owner Lot. The parties acknowledge that Owner is presently seeking development approvals from the City of Stuart and other entities having jurisdiction, and has requested or will request approval for conversion of certain parking areas on Owner Lot into ADA Parking. In the event Owner's plans and requests are

not approved and Owner is required to utilize Parking Spaces for ADA Parking on Owner Lot in order to obtain required approvals for Owner's development of Owner Lot, Owner will provide one (1) ADA Parking space to Hotel and not three (3) spaces, with said one (1) space to be mutually selected and agreed by the Parties. In this instance, the License Fee due beginning December 1, 2024 shall be reduced to One Hundred Sixty Two and no/100 Dollars ($162.00).

c. Failure to Acquire Hotel Lot. Should Hotel fail to become the record owner of Hotel Lot within one-hundred eighty (180) days of the Effective Date, then this License shall automatically expire and terminate without further action of the Parties.

d. Notices. All notices or communications to be given under or pursuant to this License shall be in writing, addressed to the Parties at their respective addresses listed on the first page of this License (or such other address as the Parties may provide by notice given pursuant to the provisions hereof), and delivered by a nationally recognized courier service with trackable delivery, and shall be effective upon delivery.

e. Breach. In the event any term of this License is breached by any Party hereto, the non-breaching party shall be entitled to exercise all rights and remedies available under this License and applicable law, including without limitation an action for damages and/or injunctive relief, and termination, following delivery to the breaching Party of written notice of the alleged breach and allowance of thirty (30) days from such notice to cure the breach. In the event of nonpayment of the License Fee and any applicable late fee, the cure period for such monetary breach (and any other monetary breach hereunder) shall be five (5) days rather than thirty (30) days.

f. Attorneys' Fees. In the event that any Party hereto brings an action or a proceeding for a declaration of the rights of the Parties hereunder, or for any alleged breach or default hereof, or brings any other action arising out of this License or the transactions contemplated hereunder, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and any costs incurred in addition to any other damages or relief awarded, including at all trial and appellate levels.

g. No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party or Parties to take any action with respect to such default.

h. No Agency. Nothing in this License shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent, or of limited or general partners, or of joint ventures, or of any other association between the Parties.

i. Costs. All costs associated with this License and Hotel's preparation and use of Hotel Spaces, including without limitation engineering fees relating to ADA Parking and Hotel's use of Hotel Spaces, attorneys' fees for preparation of this agreement, and site work associated with Hotel's use of Hotel Spaces, shall be paid by Hotel.

j. Counterparts, Facsimile. This License may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute

one agreement that is binding upon all of the Parties hereto. A facsimile signature shall be deemed an original signature for all purposes.

k. Headings. The headings of this License are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

IN WITNESS WHEREOF, the parties have caused this License to be executed by the duly authorized representatives as of the date set forth below.

Owner:

COASTAL REC VENTURES INC., a Florida corporation

By: Erin Cutler
Erin Cutler, as President

Date: 12-15-23

Hotel:

Rajesh Patel or his assignee-entity

By: [signature]

Print: RAJESH PATEL

Title: MEMBER

Date: 12-15-23

EXHIBIT A
OWNER LOT

Unit 1 of RPFC, a Commercial Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page(s) 1296, of the Public Records of Martin County, Florida, and any amendments thereto, together with its undivided share in the common elements.

EXHIBIT B
HOTEL LOT

Unit 2 of RPFC, a Commercial Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page(s) 1296, of the Public Records of Martin County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Exhibit "E" Parking Garage & EVCI Agreement

PRELIMINARY AGREEMENT FOR DEVELOPMENT APPROVAL

THIS PRELIMINARY AGREEMENT FOR DEVELOPMENT APPROVAL (this "Agreement") is made and entered into as of the ___ day of December, 2023 by and among **ROYAL PALM FINANCIAL CENTER 1 LLC**, a Florida limited liability company ("Royal Palm"), **OCEAN KING APARTMENTS, L.L.C.**, a Florida limited liability company ("Ocean King"), and **RAJESH PATEL**, an individual ("Patel").

RECITALS:

A. Royal Palm is the owner of the real property located at 819 SW Federal Highway, Stuart, FL 34994, as more particularly described on Exhibit A, which is attached hereto and made a part hereof (said property being referred to herein as "Royal Palm 1").

B. Ocean King is the owner of the real property located at 759 SW Federal Highway, Stuart, FL 34994, as more particularly described on Exhibit B, which is attached hereto and made a part hereof (said property being referred to herein as "Royal Palm 3").

C. Patel is under contract to purchase a parcel of vacant real property located on Colorado Avenue, Stuart, FL 34994, as more particularly described on Exhibit C, which is attached hereto and made a part hereof (said property being referred to herein as "Unit 2").

D. Royal Palm 1, Royal Palm 3, and Unit 2 are located in, and are a part of, the development known as Royal Palm Financial Center (said development being referred to herein as "RPFC").

E. The property included in the RPFC development, which includes Royal Palm 1, Royal Palm 3, and Unit 2, is more particularly described in the Royal Palm Financial Center Reciprocal Easement Agreement dated September 14, 2010, and recorded in Official Records Book 2480, Page 2115 of the Public Records of Martin County, Florida (the "Original REA"), as amended by First Amendment to the Royal Palm Financial Center Reciprocal Easement Agreement dated May 6, 2011, and recorded in Official Records Book 2519, Page 2732 of the Public Records of Martin County, Florida (the "First Amendment"; the Original REA, as amended by the First Amendment, being referred to herein as the "REA").

F. Pursuant to the terms of the REA, parking areas located on Royal Palm 1 and Royal Palm 3 (but excluding parking spaces located beneath the buildings on Royal Palm 1 and Royal Palm 3) are subject to a nonexclusive easement for access and parking, which easement runs to the benefit of all properties described in the REA, including Unit 2.

G. Patel is seeking development approval from the City of Stuart (the "City") and, as a condition to granting such approval (such approval being the "Development Approval"), the City is requiring Patel to install ten (10) electric vehicle charging stations (referred to herein as the "10 EV Charging Stations") in certain parking spaces that are located on Royal Palm 1.

H. In connection with the Development Approval, the City is also requiring that: (i) the existing lighting and the one (1) currently operational elevator (said elevator being the "Commissioned Elevator") located inside the Royal Palm Parking Ramp (the Royal Palm Parking Ramp, which is located on Royal Palm 3, being shown on Exhibit C to the Original REA and being referred to herein as the "Parking

Ramp"), are fully operational twenty-four (24) hours a day, seven (7) days a week; and (ii) Patel install and maintain signage in and/or on the Parking Ramp solely to the extent required per applicable City code and/or ordinances (the City's requirements with respect to the matters set forth in the foregoing subclauses (i) and (ii) being, collectively, the "Parking Ramp Requirements").

I. Patel has requested, and Royal Palm has agreed, subject to the terms and conditions as more particularly set forth in this Agreement, that Patel may install one (1) EV Charging Station on each of the ten (10) parking spaces located on Royal Palm 1 designated as, *"10 EVCI EQUIPPED PARKING SPACES"* on Exhibit D, which is attached hereto and made a part hereof (said ten (10) parking spaces being referred to herein as the "Designated EV Charging Station Spaces").

J. Patel has requested, and Ocean King has agreed, subject to the terms and conditions as more particularly set forth in this Agreement, to permit Patel to comply with, the Parking Ramp Requirements.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Conditions of Agreement.** (A) Royal Palm shall permit Patel to install one (1) EV Charging Station on each of the ten (10) Designated EV Charging Station Spaces; and (B) Ocean King shall permit Patel to comply with the Parking Ramp Requirements, subject to the following terms and conditions:

   a. Patel shall have obtained Development Approval from the City to develop Unit 2 in accordance with the site plan for "Creekside Hotel" prepared by Cotleur & Hearing, dated March 7, 2023 and last revised on September 29, 2023, under Job Number 22-1016; and

   b. Patel shall have closed on the purchase of Unit 2.

   If the conditions set forth in the above sub-clauses a. and b. are not fully satisfied by the date which is ninety (90) days from the date hereof, this Agreement shall automatically be deemed null and void and of no force or effect whatsoever.

3. **EV Charging Station Easement Agreement.** Royal Palm and Patel acknowledge and agree that this Agreement is a preliminary agreement to confirm, solely for purposes of Patel's securing Development Approval, that Royal Palm is willing, in principle, to permit Patel to install the 10 EV Charging Stations. Following the issuance of the Development Approval and commensurate with Patel's closing of the purchase of Unit 2, Royal Palm and Patel shall enter into a formal easement agreement, which shall be recorded in the Public Records of Martin County, Florida, shall be binding on the parties and their respective successors and assigns as an agreement running with Royal Palm 1 and Unit 2, and shall more particularly establish the terms and conditions for installation of the 10 EV Charging Stations (said agreement being the "EV Charging Station Easement Agreement"), which terms and conditions shall include, but not be limited to: (i) Patel's responsibility, at his sole cost and expense, to install, repair, and maintain the 10 EV Charging Stations; (ii) Patel's responsibility for all

costs associated with the 10 EV Charging Stations, including, without limitation, electrical costs to power same; (iii) Patel's obligation to install a meter or submeter to provide an independent source of electricity for the 10 EV Charging Stations that is separate from electricity procured by Royal Palm; (iv) Patel's obligation to maintain insurance as deemed appropriate and commercially reasonable by Royal Palm's insurer, which insurance shall name Royal Palm as an additional insured; (v) Patel's obligation to fully indemnify and hold Royal Palm harmless from and against any and all liability associated with the installation, repair, and maintenance of the 10 EV Charging Stations and Patel's utilization of the easement granted by the EV Charging Station Easement Agreement; and (vi) such other terms and conditions as Royal Palm reasonably deems to be necessary or appropriate.

4. **Parking Ramp Easement Agreement.** Ocean King and Patel acknowledge and agree that this Agreement is a preliminary agreement to confirm, solely for purposes of Patel's securing Development Approval, that Ocean King is willing, in principle, to permit Patel to comply with the Parking Ramp Requirements. Following the issuance of the Development Approval and commensurate with Patel's closing of the purchase of Unit 2, Ocean King and Patel shall enter into a formal easement agreement, which shall be recorded in the Public Records of Martin County, Florida, shall be binging on the parties and their respective successors and assigns as an agreement running with Royal Palm 3 and Unit 2, and shall more particularly establish the terms and conditions for Patel's compliance with the Parking Ramp Requirements (said agreement being the "Parking Ramp Easement Agreement"), which terms and conditions shall include, but not be limited to: (i) Patel's responsibility, at its sole cost and expense, to install, repair, and maintain signage required per City code and/or ordinances in and/or on the Parking Ramp; (ii) Patel's obligation to pay and/or reimburse Ocean King for all increased costs associated with the usage of the Commissioned Elevator and lighting in the Parking Ramp on a schedule of twenty-four (24) hours a day, seven (7) days a week, including, without limitation, increased utility and maintenance costs; (iii) Patel's obligation to maintain insurance as deemed appropriate and commercially reasonable by Ocean King's insurer, which insurance shall name Ocean King as an additional insured; (iv) Patel's obligation to fully indemnify and hold Ocean King harmless from and against any and all liability associated with Patel's compliance and/or non-compliance with the Parking Ramp Requirements, including, without limitation, utilization of the easement granted by the Parking Ramp Easement Agreement; and (v) such other terms and conditions as Royal Palm reasonably deems to be necessary or appropriate.

5. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the execution of this Agreement, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" or similar format may be used in place of original signatures on this Agreement.

6. **Relationship.** None of the provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of joint enterprises.

7. **Miscellaneous.** This Agreement is binding on the heirs, administrators, executors, personal representatives, successors, and assigns, as applicable, to the parties hereto. In no event shall this Agreement be recorded in the Public Records for any purpose. The parties acknowledge and agree that this Agreement is a preliminary agreement in principle and shall not operate to vest Patel with any interest whatsoever in Royal Palm 1 or Royal Palm 3. Any recordation of this Agreement shall

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

ROYAL PALM FINANCIAL CENTER 1 LLC,
a Florida limited liability company

By: _____
Allen Chelminsky, Authorized Member

_____
Rajesh Patel

OCEAN KING APARTMENTS, L.L.C., a
Florida limited liability company

By: _____
Allen Chelminsky, Authorized Member

EXHIBIT A

LEGAL DESCRIPTION ROYAL PALM 1

Being a parcel of land lying on Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57' 28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89 degrees 12' 21" West, a distance of 220.06 feet to the Point of Beginning of the following described parcel:

Thence South 00 degrees 57' 28" West, a distance of 90.08 feet; thence North 89 degrees 13' 11" West, a distance of 189.28 feet; thence South 17 degrees 09' 51" East a distance of 209.98 feet; thence South 34 degrees 51' 51" West, a distance of 125.82 feet to a point in the Northerly Right of Way line of U.S. Highway No. 1; thence North 61 degrees 58' 42" West along said Northerly Right of Way line, a distance of 418.49 feet to the beginning of a curve concave to the Northeast, having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 23 degrees 17' 08", a distance of 374.86 feet to a point, said point, hereinafter referred to as Point A; thence departing said Northerly Right of Way line North 51 degrees 18' 26" East, a distance of 54.00 feet to a point in a non-tangent curve concave to the Northeast, having a radius of 868.37 feet, said curve being 54.00 feet Northeasterly of and concentric with lastly described curve; thence Southeasterly along the arc of said curve through a central angle of 23 degrees 17' 08", a distance of 352.91 feet; thence South 61 degrees 58' 42" East a distance of 140.78 feet; thence North 75 degrees 44' 00" East, a distance of 33.90 feet; thence North 16 degrees 44' 00" East, a distance of 122.00 feet; thence North 07 degrees 30' 00" East, a distance of 86 feet; thence North 73 degrees 16' 00" West, a distance of 230.00 feet; thence North 16 degrees 44' 00" East, a distance of 20.00 feet; thence South 73 degrees 16' 00" East, a distance of 226.75 feet; thence South 07 degrees 30' 00" West, a distance of 11.26 feet; thence South 73 degrees 16' 00" East, a distance of 64.00 feet; thence North 16 degrees 44' 04" East, a distance of 158.00 feet; thence South 82 degrees 57' 31" East, a distance of 236.97 feet; thence South 00 degrees 57' 28" West, a distance of 110.00 feet to the Point of Beginning.

Together with the following described Parcel:

Commence at aforementioned Point A, said Point being in a curve having a radius of 922.37 feet, the chord of which bears North 35 degrees 53' 47" West; thence Northwesterly along the arc of said curve through a central angle of 05 degrees 35' 34", a distance of 90.04 feet to the Point of Beginning; thence continue along said curve having a radius of 922.37 feet through a central angle of 02 degrees 42' 36", a distance of 43.63 feet; thence North 53 degrees 44' 00" East, a distance of 26.54 feet to the beginning of a curve concave to the South, having a radius of 30.00 feet; thence Northeasterly and Southeasterly along the arc of said curve through a central angle of 53 degrees 00' 00" a distance of 27.75 feet; thence South 73 degrees 16' 00" East, a distance of 45.11 feet; thence South 56 degrees 54' 00" West, a distance of 81.21 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION ROYAL PALM 3

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57 minutes 28 seconds East along the East line of Government Lot 7 also being the East line of said Section 5, a distance of 950.0 feet, thence North 89 degrees 12 minutes 21 seconds West, a distance of 220.06 feet; thence, South 00 degrees 57 minutes 28 seconds West, a distance of 90.08 feet; thence North 89 degrees 13 minutes 11 seconds West, a distance of 189.28 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 46.68 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 106.0 feet to the POINT OF BEGINNING OF PHASE 3, thence North 73 degrees 16 minutes 00 seconds West, a distance of 64.00 feet; thence North 07 degrees 30 minutes 00 seconds East, a distance of 11.26 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 226.75 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 90.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 162.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 72.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 66.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 10.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 113.0 feet to the beginning of curve concave to the South having a radius of 30.0 feet; thence Southwesterly along the arc of said curve, through a central angle of 53 degrees 00 minutes 00 seconds, a distance of 27.75 feet; thence South 53 degrees 44 minutes 00 seconds West, a distance of 26.54 feet to a point on a curve concave to the Northeast having a radius of 922.37; thence Northwesterly along the arc of said curve through a central angle of 5 degrees 46 minutes 03 seconds, a distance of 92.85 feet, said curve having a chord bearing North 27 degrees 30 minutes 22 seconds West and a chord distance of 92.81 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 222.59 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 47.12 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 75.0 feet; thence North 00 degrees 50 minutes 21 seconds East, a distance of 84.0 feet; South 89 degrees 09 minutes 39 seconds East, a distance of 102.0 feet; thence South 00 degrees 50 minutes 21 seconds West, a distance of 75.06 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 95.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 20.0 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 295.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 158.0 feet to the Point of Beginning.

EXHIBIT C

LEGAL DESCRIPTION UNIT 2

All of Unit 2 of RPFC, a Commercial Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page 1296, Public Records of Martin County, Florida

EXHIBIT D

DESIGNATED EV CHARGING STATION SPACES

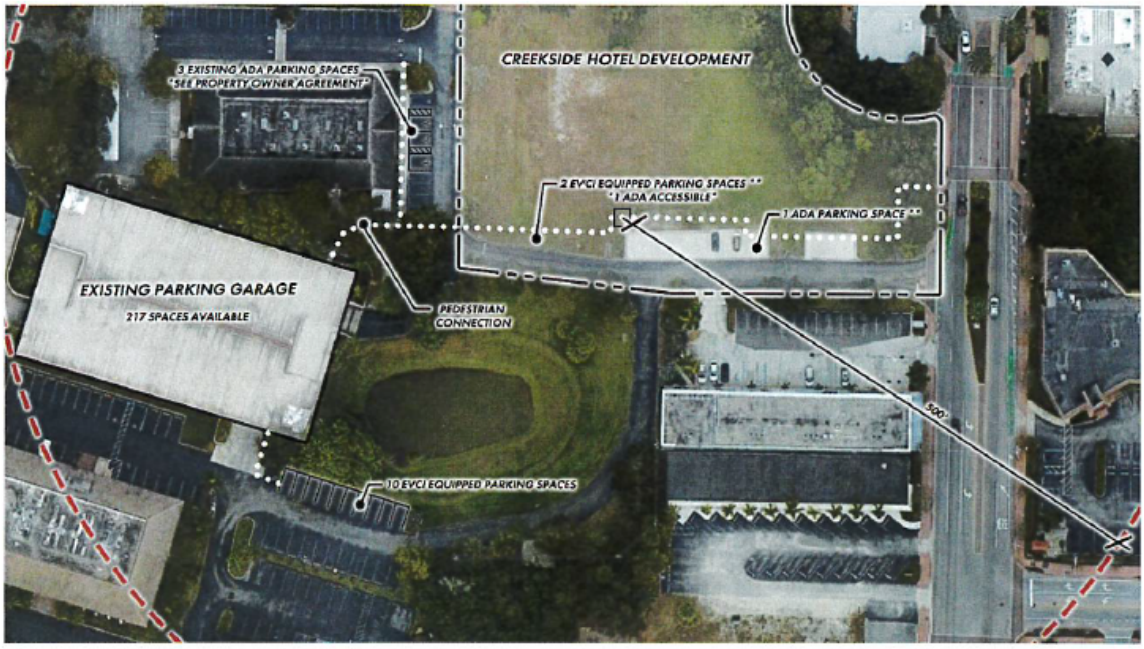


Exhibit "F" RPFC Reciprocal Easement Agreement

ROYAL PALM FINANCIAL CENTER
RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 14th day of September, 2010, by and between a ROYAL PALM I, INC., a Florida corporation, whose address is 5094 S.E. Federal Highway, Stuart, Florida, 34997 (hereinafter referred to as "RPI") and TED GLASRUD ASSOCIATES FL, LLC, a Florida limited company, whose address is 759 South Federal Highway, Suite 217, Stuart, Florida 34994 (hereinafter referred to as "TGA").

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WHEREAS, RPI is the owner of the property described as The Royal Palm Financial Center, the Building I Property, which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Building I"); and

WHEREAS, TGA is the owner of the Buildings II, III, IV and V Properties of The Royal Palm Financial Center, as more particularly described on Exhibit "B", attached hereto and made a part hereof ("Buildings II, III, IV and V"); and

WHEREAS, TGA, intends to develop that portion of the Building V Property abutting Colorado Avenue, which is presently vacant land, the parties hereto stipulate and agree that any such improvements to the said Property shall be included herein and deemed to be a portion of the Building V Property for all purposes; notwithstanding the foregoing, upon development of the aforesaid vacant land, said property shall be referred to as "Building VI" and all terms and conditions applicable to Building V shall apply except as otherwise specifically provided herein; and

WHEREAS, TGA, may someday elect to convey Buildings II, III, IV, V or VI as individual properties, TGA hereby reserves the right to subdivide said properties accordingly and RPI consents to such subdivision; and

WHEREAS, the site plan for the Royal Palm Financial Center, attached hereto and made a part hereof as Exhibit "C", depicts all of the RPI and TGA Properties identified herein ("RPFC"); and

WHEREAS, the Buildings within RPFC have common access, parking, utilities and drainage facilities; and

WHEREAS, RPI and TGA desire to clarify and implement their mutual rights and obligations to use the common access, parking, monument signage, utilities and drainage facilities described above.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) in hand paid each to the other, the receipt whereof is hereby acknowledged, and the mutual covenants contained herein, the parties do hereby agree as follows:

1. RPI does hereby grant, bargain, sell and convey unto TGA a nonexclusive easement for access, parking, TGA monument signage, utilities, irrigation and drainage facilities now or hereafter lying within the bounds of the Building I Property, as shown on Exhibit "A" for the benefit of TGA. This easement area does not include the building, grounds and other facilities now or hereafter located on the Building I Property not used for access, parking, utilities, irrigation or drainage and does not include any parking spaces located below the building.

2. TGA does hereby grant, bargain, sell and convey unto RPI a non-exclusive easement for access, parking, utilities, irrigation and drainage facilities now or hereafter lying within the bounds of the Buildings II, III, IV and V Properties, as shown on Exhibit "B" for the benefit of RPI. This easement area does not include the building, grounds and other facilities now or hereafter located on the Building II, III, IV and V Properties not used for access, parking, utilities, irrigation or drainage and does not include any parking spaces located below the buildings or in the covered carport area behind Building III.

3. TGA shall maintain the access, parking and drainage facilities located within the Building II, III, IV and V Properties and RPI shall have no responsibility for such maintenance, except as described in paragraphs 8 and 9 below. All such facilities shall be maintained in a safe, clean and fully operational manner, in accordance with commercially acceptable standards for professional office buildings located in Stuart, Florida.

4. RPI shall maintain the access, parking and drainage facilities now or hereafter located on the Building I Property and TGA shall have no responsibility for such maintenance except as described in paragraph 7 below. All such facilities shall be maintained in a safe, clean and fully-operational manner, in accordance with commercially acceptable standards for professional office buildings located in Stuart, Florida.

5. The parties hereto agree that the easements, covenants and agreements herein shall be deemed appurtenant to and run with the Building I, II, III, IV and V Properties and shall benefit RPI and TGA and their respective successors and assigns to all or part of the said properties and to the tenants, lessees, agents, employees, guests and invitees of the parties hereto, and their successors in title, and guests and invitees of tenants and lessees residing on said respective properties.

6. The parties hereto agree that the easements, covenants and agreements herein made shall be burdens upon and shall run with the Building I, II, III, IV and V Properties respectively and shall be binding upon RPI and TGA and their respective heirs, legal representatives, successors and assigns, as the case may be.

7. For so long as this agreement shall remain in full force and effect, or the owner of the Building II, III, IV and V Properties shall otherwise utilize drainage and utility facilities located on the Building I Property by virtue of the existing drainage and utility system or the terms of this Reciprocal Easement Agreement, TGA and the successor owners of Building II, III, IV and V Properties shall be responsible for the maintenance and shall pay all of the maintenance costs for the maintenance of such facilities, located on Building I Property and which solely serves the Building II, III, IV and V Properties. Such maintenance shall include any costs of restoring, to an

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equal or better condition, the paving, landscaping and other improvements to the Building I Property which may be damaged or disturbed from time to time in connection with the maintenance of such facilities.

8. For so long as this agreement shall remain in full force and effect, or the owner of the Building I Property shall otherwise utilize drainage and utility facilities located on the Building II, III, IV and V Properties by virtue of the existing drainage and utility system or the terms of this Reciprocal Easement Agreement, RPI and the successor owners of the Building I Property shall be responsible for the maintenance and shall pay all of the maintenance costs for the maintenance of such facilities, located on Buildings II, III, IV and V which solely serves the Building I Property. Such maintenance shall include any costs of restoring, to an equal or better condition, the paving, landscaping and other improvements to the Building II, III, IV and V Properties which may be damaged or disturbed from time to time in connection with the maintenance of such facilities.

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9. For so long as this agreement shall remain in full force and effect, the owner of any Property within the RPFC shall be permitted to utilize the parking spaces in the ramp parking area (the "Ramp Area") located to the rear of the Building II Property.

10. RPFC is currently served by a single lift station for connection to the City of Stuart sewer system. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said lift station and TGA shall pay 80% of the said cost (which 80% cost shall be apportioned amongst the TGA properties as follows: Building II shall pay 20%; Building III shall pay 40%; and Building IV shall pay 20%). RPI shall have primary responsibility for maintaining the lift station but in the event of its failure to maintain, TGA shall have the right to maintain same. The party maintaining the lift station shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same. Building V is served by a separate gravity feed sanitary sewer system and does not require a lift station. In the event Building VI is developed, it would also be serviced by a separate gravity feed sanitary sewer system.

11. RPFC is currently irrigated by a single well and irrigation system which utilizes the pond south of the Ramp Area for water staging. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said well and irrigation system and TGA shall pay 80% of the said cost (which 80% cost shall be apportioned amongst the TGA properties as follows: Building II shall pay 15%; Building III shall pay 30%; Building IV shall pay 15%; Building V shall pay 20%. Upon its construction, Building VI shall not become a part of the RPFC irrigation system and shall maintain a separate irrigation system as its needs may require.. TGA shall have primary responsibility for maintaining the irrigation system but in the event of its failure to maintain, RPI shall have the right to maintain same. The party maintaining the irrigation system shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same.

The pond south of the Ramp Area is used by Buildings I, II, III and IV for surface water retention purposes. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said pond and TGA shall pay 80% of the said cost (which 80% cost shall be

apportioned amongst the TGA properties as follows: Building II shall pay 20%; Building III shall pay 40%; and Building IV shall pay 20%). TGA shall have primary responsibility for maintaining the pond but in the event of its failure to maintain, RPI shall have the right to maintain same. The party maintaining the pond shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same.

12. The owner of Building I shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building I as depicted on attached Exhibit "C"; the owner of Building II shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building II as depicted on attached Exhibit "C"; the owner of Building III shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building III as depicted on Attached Exhibit "C"; the owner of Building IV shall maintain at his sole expense the landscaping adjacent to U.S. 1 lying in front of Building IV as depicted on attached Exhibit "C".

13. All property improvements, including but not being limited to, lighting, curbs, sidewalks, and driveways, shall be maintained by the owner upon whose property the improvements are located. In the event an owner fails to maintain his improvements, any other owner(s) may make needed repairs to maintain or replace the improvements and bill the owner upon whose property the improvements are located.

14. Each owner shall maintain the monument signage which serves their Building, without regard to the ownership of the land upon which the monument signage is located.

15. Each of the parties shall keep in full force and effect a policy of public liability and property damage insurance regarding their respective interests in the easements granted under this agreement, with a company satisfactory to the owner of the property burdened by the easement, and in identical amounts to each other, as the parties shall agree upon from time to time. Each party's policies required hereby shall name the other party or parties as an additional insured(s) and shall include a provision requiring thirty (30) days prior written notice of any change or cancellation of the policy. Each party shall provide the other party or parties with copies of such policies or appropriate certificates of insurance.

16. In the event of a default of any of the conditions or provisions of this agreement, the party claiming such default may give notice detailing such default to the other party. The defaulting party shall have thirty (30) days from the date of such notice to cure the default. If the default is not cured within such thirty (30) day period, the non-defaulting party may send a notice of non-compliance to the other party within ten (10) days after the end of the thirty (30) day cure period. If such notice of noncompliance is timely sent, the non-defaulting party may, at its option, elect to: (a) terminate the easement that it has granted to the other party hereunder or (b) cure the default on behalf of the defaulting party, in which event the defaulting party shall forthwith reimburse the non-defaulting party for the reasonable costs, including attorney fees and costs, thereby incurred.

17. Any notices to be delivered hereunder shall be hand delivered or mailed by certified mail, return receipt requested, to the parties at the addresses set forth below or at such other addresses as the parties may hereafter specify in writing:

Copy Copy Copy

Royal Palm I, Inc.
5094 S.E. Federal Highway
Stuart, Florida, 34997

TED GLASRUD ASSOCIATES FL, LLC
759 South Federal Highway, Suite 217
Stuart, Florida 34994

IN WITNESS WHEREOF, the date of this instrument shall be the date of last execution.

Copy Copy Copy

(Print Name: LEONARDO S. GRAY)

ROYAL PALM I, INC.

(Print Name: M J KEMPSTER)

By:
SIDNEY FRISCH, JR., President

(Print Name: Kristen R Brown)

TED GLASRUD ASSOCIATES FL, LLC

(Print Name: LEONARD MITCHELL, JR.)

By: Glasrud Management, Inc., its Manager

By:
THEODORE G. GLASRUD, President

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by SIDNEY FRISCH, JR., as President of Royal Palm I, Inc., and who executed the foregoing instrument, and she acknowledged before me that she executed the same for the purposes expressed therein.

Notary Public Carrie J Nagel
My commission expires: 7/10/13
(Notary Seal)

OFFICIAL SEAL
CARRIE J. NAGEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-10-2013

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STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 9th day of Sept. 2010, by Ted Glasrud Associates FL, LLC, by Glasrud Management, Inc., its Manager, by Theodore G. Glasrud, President, who (X) is personally known to me OR ( ) has produced _____ as identification.

Notary Public Kristen R Brown
My commission expires: 9/29/13
(Notary seal)

KRISTEN R. BROWN
MY COMMISSION # DD 894378
EXPIRES: September 29, 2013
Bonded Thru Notary Public Underwriters

I

EXHIBIT "A"
Legal Description

Copy Copy Copy

Being a parcel of land lying on Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00°57'28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89°12'21" West, a distance of 220.06 feet to the POINT OF BEGINNING of the following described parcel:

Thence South 00°57'28" West, a distance of 90.08 feet; thence North 89°13'11" West, a distance of 189.28 feet; thence South 17°09'51" East a distance of 209.98 feet; thence South 34°51'51" West, a distance of 125.82 feet to a point in the Northerly Right-of-Way line of U.S. Highway No. 1; thence North 61°58'42" West along said Northerly Right-of-Way line, a distance of 418.49 feet to the beginning of a curve concave to the Northeast, having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 23°17'08", a distance of 374.86 feet to a point, said point hereinafter referred to as "Point A"; thence departing said Northerly Right-of-Way line North 51°18'26" East, a distance of 54.00 feet to a point in a non-tangent curve concave to the Northeast, having a radius of 868.37 feet, said curve being 54.00 feet Northeasterly of and concentric with lastly described curve; thence Southeasterly along the arc of said curve through a central angle of 23°17'08", a distance of 352.91 feet; thence South 61°58'42" East, a distance of 140.78 feet; thence North 75°44'00" East, a distance of 33.90 feet; thence North 16°44'00" East, a distance of 122.00 feet; thence North 07°30'00" East, a distance of 86 feet; thence North 73°16'00" West, a distance of 230.00 feet; thence North 16°44'00" East, a distance of 20.00 feet; thence South 73°16'00" East, a distance of 226.75 feet; thence South 07°30'00" West, a distance of 11.26 feet; thence South 73°16'00" East, a distance of 64.00 feet; thence North 16°44'04" East, a distance of 158.00 feet; thence South 82°57'31" East, a distance of 236.97 feet; thence South 00°57'28" West, a distance of 110.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described Parcel:

COMMENCE at aforementioned Point A, said point being in a curve having a radius of 922.37 feet, the chord of which bears North 35°53'47" West; thence Northwesterly along the arc of said curve through a central angle of 05°35'34", a distance of 90.04 feet to the POINT OF BEGINNING; thence continue along said curve having a radius of 922.37 feet through a central angle of 02°42'36", a distance of 43.63 feet; thence North 53°44'00" East, a distance of 26.54 feet to the beginning of a curve concave to the South, having a radius of 30.00 feet; thence Northeasterly and Southeasterly along the arc of said curve through a central angle of 53°00'00", a distance of 27.75 feet; thence South 73°16'00" East, a distance of 45.11 feet; thence South 56°54'00" West, a distance of 81.21 feet to the POINT OF BEGINNING.

F:\HOME\MARIAN\CLOSINGS\Baldini\LEGAL

EXHIBIT "B"

LEGAL DESCRIPTION

A CERTAIN TRACT OF LAND SITUATE IN MARTIN COUNTY, FLORIDA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COPY NOT OFFICIAL

PHASE II

A PARCEL OF LAND LYING IN GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 00°57'28" EAST ALONG THE EAST LINE OF GOVERNMENT LOT 7, ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 950.00 FEET; THENCE NORTH 89°12'21" WEST, A DISTANCE OF 220.06 FEET; THENCE SOUTH 00°57'28" WEST, A DISTANCE OF 90.08 FEET; THENCE NORTH 89°13'11" WEST, A DISTANCE OF 189.28 FEET; THENCE SOUTH 17°09'51" EAST, A DISTANCE OF 209.98 FEET; THENCE SOUTH 34°51'51" WEST, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 1 (ALSO KNOWN AS STATE ROAD NUMBER 5); THENCE NORTH 61°58'42" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 418.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 922.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°17'08", A DISTANCE OF 374.86 FEET TO THE **POINT OF BEGINNING** OF PHASE 2; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'34", A DISTANCE OF 90.04 FEET; THENCE NORTH 56°54'00" EAST, A DISTANCE OF 94.30 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 121.45 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 166.00 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 07°30'00" WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 122.00 FEET; THENCE SOUTH 75°44'00" WEST, A DISTANCE OF 33.90 FEET; THENCE NORTH 61°58'42" WEST, A DISTANCE OF 140.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 868.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°17'08", A DISTANCE OF 352.91 FEET; THENCE SOUTH 51°18'26" WEST A DISTANCE OF 54.00 FEET TO THE **POINT OF BEGINNING.**

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF PHASE III, ROYAL PALM FINANCIAL CENTER LYING IN GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 00°59'28" EAST ALONG THE EAST LINE OF GOVERNMENT LOT 7, ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 950.00 FEET; THENCE NORTH 89°12'21" WEST, A DISTANCE OF 220.06 FEET; THENCE SOUTH 00°57'28" WEST, A DISTANCE OF 90.08 FEET; THENCE NORTH 89°13'11 WEST A DISTANCE OF 189.28 FEET; THENCE NORTH 16°44'00" EAST, A DISTANCE OF 46.68 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 170 FEET; THENCE NORTH 07°30'00" EAST, A DISTANCE OF 11.26 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 226.75 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED PORTION OF PHASE III; THENCE CONTINUE SOUTH 16°44'00" WEST, A DISTANCE OF 82.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 162.00 FEET; THENCE NORTH 16°44'00" EAST A DISTANCE OF 72.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 16°44'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 67.89 FEET; THENCE NORTH 56°54'00" EAST, A DISTANCE OF 13.09 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 121.45 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 166.00 FEET TO THE POINT OF **BEGINNING.**

PHASE III

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57 minutes 28 seconds East along the East line of Government Lot 7 also being the East line of said Section 5, a distance of 950.0 feet, thence North 89 degrees 12 minutes 21 seconds West, a distance of 220.06 feet; thence South 00 degrees 57 minutes 28 seconds West, a distance of 90.08 feet; thence North 89 degrees 13 minutes 11 seconds West, a distance of 189.28 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 46.68 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 106.0 feet to the POINT OF BEGINNING OF PHASE 3, thence North 73 degrees 16 minutes 00 seconds West, a distance of 64.00 feet; thence North 07 degrees 30 minutes 00 seconds East, a distance of 11.26 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 226.75 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 90.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 162.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 72.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 66.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 10.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 113.0 feet to the beginning of curve concave to the south having a radius of 30.0 feet; thence southwesterly along the arc of said curve, through a central angle of 53 degrees 00 minutes 00 seconds, a distance of 27.75 feet; thence South 53 degrees 44 minutes 00 seconds West, a distance of 26.54 feet to a point on a curve concave to the Northeast having a radius of 922.37; thence Northwesterly along the arc of said curve through a central angle of 5 degrees 46 minutes 03 seconds, a distance of 92.85 feet, said curve having a chord bearing North 27 degrees 30 minutes 22 seconds West and a chord distance of 92.81 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 222.59 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 47.12 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 75.0 feet; thence North 00 degrees 50 minutes 21 seconds East, a distance of 84.0 feet; South 89 degrees 09 minutes 39 seconds East, a distance of 102.0 feet; thence South 00 degrees 50 minutes 21 seconds West, a distance of 75.06 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 95.0 feet; thence south 16 degrees 44 minutes 00 seconds West, a distance of 20.0 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 295.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 158.0 feet to the Point of Beginning.

Official Copy

ORBK 126 PG0187

PHASE IV

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence N 00°57'28" E along the East line of Government Lot 7, also being the East line of said Section 5, a distance of 950.0 feet; thence N 89°12'21" W, a distance of 220.06 feet; thence S 00°57'28" W, a distance of 90.08 feet; thence N 89°13'11" W, a distance of 189.28 feet; thence S 17°09'51" E, a distance of 209.98 feet; thence S 34°51'51" W, a distance of 125.82 feet; thence N 61°58'42" W, a distance of 418.49 feet to the beginning of a curve concave to the Northeast having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 37°21'20", a distance of 601.37 feet to the Point of Beginning of the following described Phase 4; thence continuing along the arc of said curve through a central angle of 06°38'03", a distance of 106.80 feet to a point of compound curve; thence northerly and easterly along the arc of said curve concave to the southeast, having a radius of 15.0 feet through a central angle of 108°49'40", a distance of 28.49 feet; thence S 89°09'39" E, a distance of 297.73 feet; thence S 00°50'21" W, a distance of 86.89 feet; thence S 16°44'00" W, a distance of 75.0 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 47.12 feet; thence N 73°16'00" W, a distance of 222.59 feet to the Point of beginning.

Copy Only

V

LEGAL DESCRIPTION

Being a parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00°57'28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89°12'21" West, a distance of 220.06 feet; thence North 00°57'28" East, a distance of 110.00 feet to the POINT OF BEGINNING of the following described parcel:

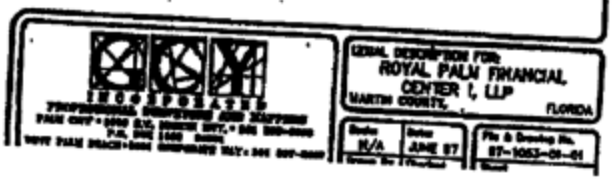
Thence North 82°57'31" West, a distance of 236.97 feet; thence North 73°16'00" West, a distance of 295.00 feet; thence North 16°44'00" East, a distance of 20.00 feet; thence North 73°16'00" West, a distance of 95.00 feet; thence North 00°50'21" East, a distance of 75.06 feet; thence North 89°09'39" West, a distance of 102.00 feet; thence North 00°50'21" East, a distance of 2.89 feet to a point on the Southerly Right-of-Way line of Pinewood Street, as recorded in Official Records Book 133, Page 227 of the Public Records of Martin County, Florida; thence South 89°09'39" East, along said Southerly Right-of-Way line, a distance of 786.63 feet to a point, said point being on the bank of Frasier Creek; thence meandering Southerly, Southeasterly and Easterly along the bank of said Frasier Creek, a distance of 182.5 feet more or less to a point on the Westerly Right-of-Way line of Colorado Avenue; thence South 00°57'28" West along said Westerly Right-of-Way line, a distance of 127.00 feet more or less to a point, said point lying South 89°12'21" East of the POINT OF BEGINNING; thence North 89°12'21" West, a distance of 200.00 feet to the POINT OF BEGINNING.

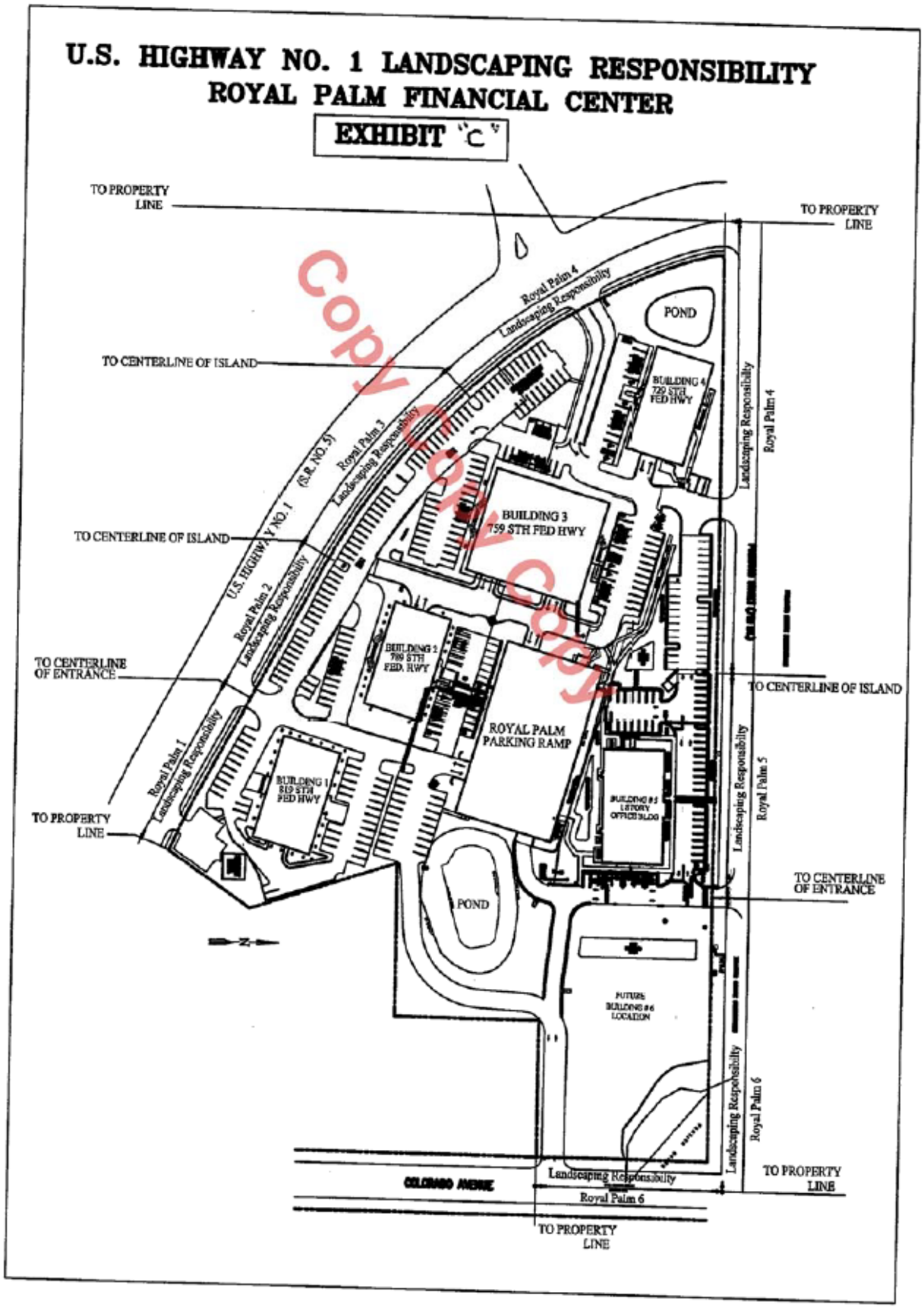
Containing 3.32 acres, more or less.

INCORPORATED

LEGAL DESCRIPTION FOR:
ROYAL PALM FINANCIAL CENTER I, LLP
MARTIN COUNTY, FLORIDA

Scale: N/A | Date: JUNE 87 | File & Drawing No. 87-1053-01-01





Copy Copy Copy

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Major Development Plan Application

Project ID# Z23050006
(Staff Entry)

RECEIVED
MAY 22 2023
By: .....

Pre-App Conference Date:	Application Date:
February 10, 2023	

SITE INFORMATION

Project Name: Stuart Creekside Hotel & Retail	Parcel ID#: 05-38-41-032-000-00020-0
Site Address: Unassigned	
Subdivision:	Lot(s):
Site Acreage: 1.62	Flood Zone/Base Flood Elevation: Zone AE/ (EL 5)
Existing Zoning District / CRA Subdistrict (if applicable): Creek South District	
Proposed Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation: Downtown Redevelopment	
Proposed Comprehensive Plan Future Land Use Designation:	
Existing Land Use: Vacant	Proposed Land Use: Commercial
Proposed Square Footage (if applicable): 55,890 building SF	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: Ted Glasrud Associates FL LLC	Phone Number / Email Address: 772-781-0771 / kbrown@tedglasrud.com
Property Owner's Mailing Address: C/O George Polley, 759 SW Federal Highway #217, Stuart, FL 34994	
Applicant (if not Owner): Rajesh Patel	Phone Number / Email Address: 772-370-8113 / abh11570@yahoo.com
Applicant's Mailing Address: P.O. Box 1868, Palm City, FL 34991	
Agent/Contact Person: Daniel Sorrow, Cotleur & Hearing	Phone Number / Email Address: 561-747-6336 / dsorrow@cotleur-hearing.com
Agent's Mailing Address: 1934 Commerce Lane Suite 1, Jupiter, FL 33458	
Architect: Harter-Adams Architects	Engineer: Velcon Engineering & Surveying
Planner: Cotleur & Hearing	Landscape Architect: Cotleur & Hearing

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared _____

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Major Development Plan in the City of Stuart, FL.
3. That he/she has appointed Cotleur & Hearing to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Ted Glasrud Associates FL LLC

Signature of Owner: By: President
Name/Title

759 SW Federal Hwy #217 — Stuart FL 34994
Street Address — City, State, Zip Code

P.O. Box — City, State, Zip Code

772 781 0771 — Telephone Number — Fax Number

kbrown@tedglasrud.com
Email Address:

STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this

17th day of February, 2023 By Theodore G Glasrud

Personally Known OR Produced Identification
Type of Identification Produced:

Kristen R Brown
Notary Public

KRISTEN R BROWN
Notary Public - State of Florida
Commission # HH 137893
My Comm. Expires Sep 29, 2025
Bonded through National Notary Assn.

My Commission expires:
9/29/25

Financial Responsibility Form

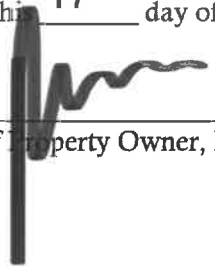
(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or (Applicant) (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Rajesh Patel	City/State/Zip Code: Palm City, FL 34991
Title:	Telephone Number: 772-370-8113
Company:	Facsimile Number:
Company Address: P.O. Box 1868	Email Address (optional): abh11570@yahoo.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 17 day of February, 2023.



Signature of Property Owner, Lessee, Contract Purchaser or (Applicant) (circle one)

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

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JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 11, 2023

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Letter of Authorization

To Whom it may Concern:

Please be advised that Rajesh Patel is the applicant for the vacant parcel (05-38-41-032-000-00020-0) located west of South Colorado Avenue within the Royal Palm Financial Center in Stuart, Florida. The undersigned Authorized Person hereby gives consent to Cotleur & Hearing to act as agent for the purpose of obtaining approvals and permits from the local and state government agencies regarding application for major development plan, and other related applications with the Development Department of the City of Stuart, Florida.

For: _____

Authorized Person

1/11/23

Date

RAJESH PATEL

Printed Name

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 12th day of January, 2023, by Rajesh Patel. He or she is personally known to me or has provided _____ as identification.

Hannah McCartney

Notary Public Signature

Hannah McCartney

Printed Name

State of Florida at-large

HANNAH NICHOLE MCCARTNEY
Notary Public - State of Florida
Commission # GG 329610
My Comm. Expires May 1, 2023
Bonded through National Notary Assn.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
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September 28, 2023

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

Stuart Creekside Hotel & Retail
Major Development Plan
Narrative

Description:

City Project ID: Z23050005 / Z23050006
Parcel ID: 05-38-41-032-000-00020-0
Site Address: Unassigned
Parcel Size: 1.62 acres
Current Land Use: Downtown Redevelopment
Current Zoning: Creek South District

To whom it may concern,

On behalf of the applicant, please accept this revised **Narrative** for the proposed hotel and retail development in the Downtown Stuart area. The parcel is located west of Colorado Avenue and north of SW A Street, with Frazier Creek running along the northeast boundary of the site. The property currently operates as a vacant lot within the Royal Palm Financial Center (RPFC) and has a future land use designation of Downtown Redevelopment and zoning designation of the Creek South District, as shown in Figures 1 and 2 of this document.

The proposed development includes a four-story hotel on the west side of the parcel and a combined retail and patio café space on the east side abutting Colorado Avenue. The hotel equals approximately 13,000 square feet (SF) per floor with 102 keys for a total of approximately 52,000 SF, while the retail space will consist of one 5,000 SF single-story building adjacent to the hotel. The hotel and adjacent building are not structurally connected and a via has been provided between the two structures to comply with Section 3.04.04.D of the Creek District code.

The retail building fronting Colorado Avenue has the potential to include a restaurant/café and outdoor plaza seating to encourage pedestrian activity to the site. The outdoor seating tables shown on the site plan are intended to be for public use and as a gathering amenity rather than for sole use of the potential restaurant/café that would abut Colorado Avenue. Both the hotel and the retail buildings will incorporate the

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561.747.6336 561.747.1377

Shopfront frontage type in compliance with a required frontage type in the Creek District per Section 3.04.05 of the Creek District form-based code.
The development of a hotel and accompanying retail building with adequate space for a restaurant/café would be a valuable addition to the Downtown Stuart area. The hotel use and retail use are complementary to each other and the surrounding businesses along Colorado Avenue. The site plan depicts a sidewalk along the entire west and south border of the site that connects to the existing sidewalks and the crosswalk along Colorado Avenue, providing a safe and convenient pedestrian route from the project site to the existing businesses across the street from the property. This pedestrian connection allows guests at the hotel to visit the numerous other businesses along the commercial corridor that is Colorado Avenue.

The plaza fronting Colorado Ave will serve to cultivate pedestrian activity to the site and enhance the pedestrian environment within the downtown area. The incorporation of a transit stop for the tram on the project site will promote connectivity with the rest of Downtown Stuart and expand the transportation network downtown. A sidewalk will also be installed running north-south along SW A Street on the western portion of the property and will connect to the existing sidewalk on SW 7th Street, enhancing the pedestrian connectivity within and around the project site.

Landscape buffers will be installed at the north end of the site to buffer the residential homes from the proposed site. The applicant requests to plant and maintain additional landscaping outside of the north site boundary in city-owned property that is currently sodded to enhance this landscape buffer area. This would allow for an increased landscape buffer adjacent to the single-family homes. The high-quality landscaping on site will increase the aesthetic value of the development to the surrounding area. Shoreline protection at Frazier Creek will be enhanced with a proposed 29.4-foot setback from the mean high-water line, which is 19.4 feet above the required ten-foot setback. The required setbacks for the building placement within the Creek District are far exceeded with the proposed site plan, allowing more room for landscaping and pedestrian amenities, and providing greater separation between the project and the residential homes located northwest of the site.

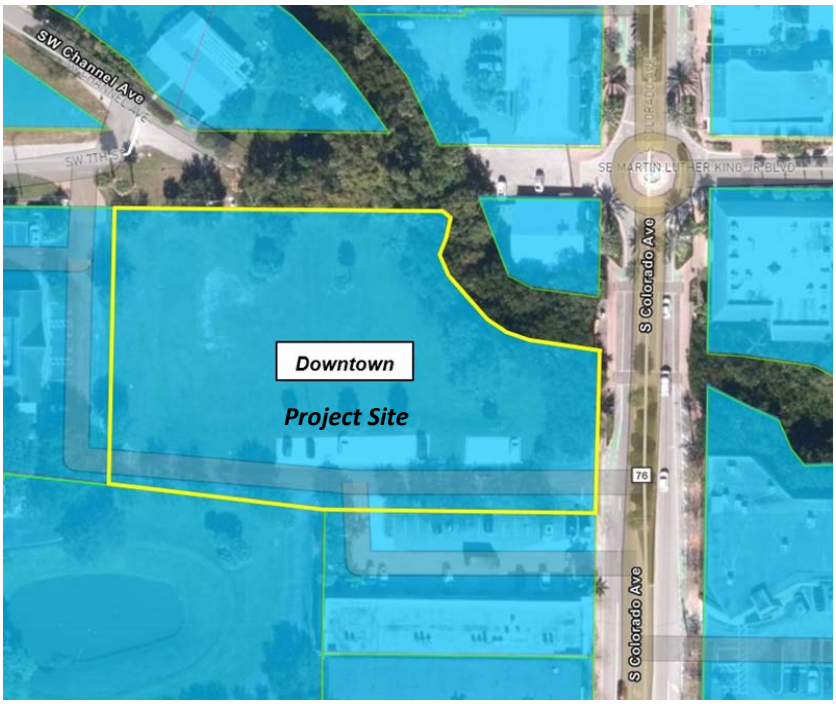

Figure 1. Future Land Use Map (approximate project parcel highlighted in yellow).

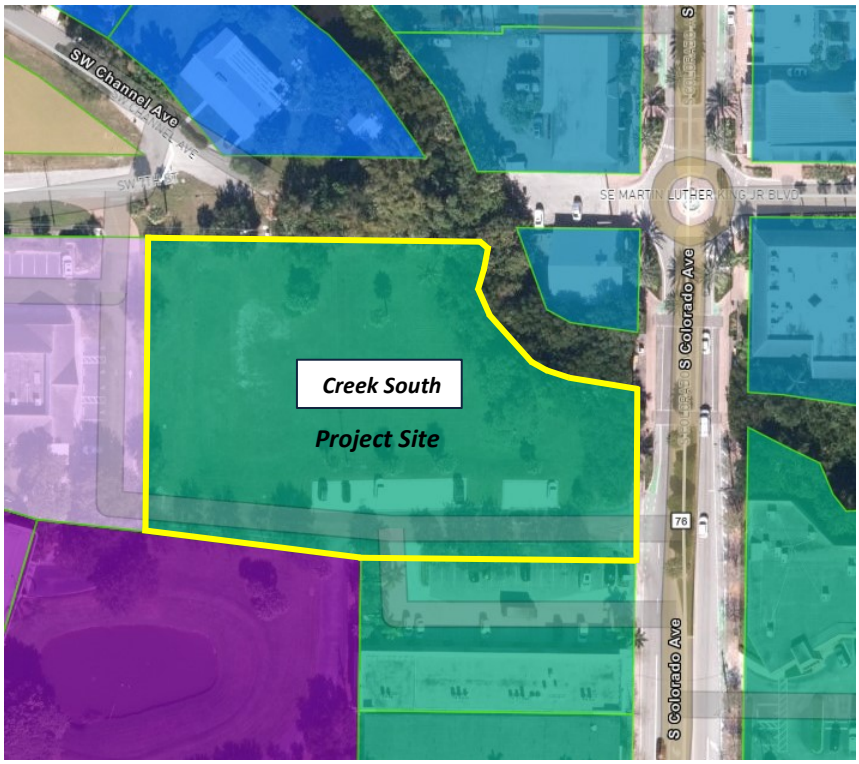

Figure 2. Zoning Map (approximate project parcel highlighted in yellow).

Consistency with the Stuart Comprehensive Plan was at the forefront of the site design. Below are the relevant components of the Comprehensive Plan that demonstrate the project's compliance with the goals, policies, and objectives of the City of Stuart.

Compatibility with City of Stuart Comprehensive Plan

Policy 1.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.

Policy 1.A8.1. The City shall continue to include in the land development regulations specific and details provisions required to implement the adopted Comprehensive Plan, and which at a minimum:

f. Ensure safe and convenient on-site traffic flow and vehicle parking needs including shared use parking where appropriate;

l. Establish an urban code overlay zone to promote appropriate infill development and redevelopment within the TCEA which promotes a mix of uses, traditional neighborhood development, and a pedestrian-oriented land use pattern; complements transit-oriented development; and discourages large expanses of parking area

Objective 1.B1. 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 compact urban form.

Policy 1.B1.1. The City shall continue to market itself as a hub for commercial, social, and institutional governmental activities in Martin County. Provide for commercial opportunities within Stuart beyond the historical conditions in order to provide alternatives to urban sprawl.

Policy 1.B1.4 Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles including natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Policy 1.B3.10. All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and promote the architectural heritage of the City. Buildings shall include architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce building massing and

recognize local character. Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large unadorned walls while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. The building's mass shall be varied in height and width so that it appears to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian. Corner lots at an intersection of two or more arterial or collector roads shall be designed with additional architectural embellishments, such as corner towers or other design features, to emphasize their location as gateways and transition points within the community.

Policy 1.C3.14. The City through the CRA redevelopment shall encourage and promote multi-modal pedestrian mobility and linkages throughout the CRA.

Policy 2.A5.5. Where space allows, pedestrian accessways (sidewalks) shall be separated from traffic by landscape areas, on-street parking, and other design elements.

Policy 2.A7.2. The City shall encourage private developers to plan for pedestrian circulation including internal walks, bicycle paths and linkages to other projects where possible. The City shall require all new development and redevelopment to install sidewalks along all abutting public rights-of-way.

Policy 2.A7.4. All new development and redevelopment shall be required to install and maintain a pedestrian sidewalk network with ramps.
Policy 2.A7.8. The City shall require all new large-scale (greater than 20,000 square feet in gross building area) non-residential development to provide pedestrian and bicycle amenities, such as bike racks, benches, shaded seating areas and water fountains.

Policy 2.A15.3. Where appropriate, parking requirements shall be reduced citywide, including within the TCEA. The City shall promote the use of shared parking arrangements throughout its jurisdiction in order to reduce vehicular movement on roadways thereby reducing congestion and increasing the amount of land available for building or attractive landscaping when the following conditions are met:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and
2. The uses served thereby have different peak parking demands and operating hours; and
3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and
4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.

Policy 4.A7.1. Through the City's Future Land Use Map and land use policies, the City will encourage mixed-use development, infill development and redevelopment which will maximize the use of existing facilities and discourage urban sprawl.

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Policy 11.A1.2. The City will seek to prioritize the development of sites with high visibility and direct access to major transportation corridors for targeted and other industries and uses that encourage job creation.

Policy 11.A1.5. The City will encourage new commercial and industrial development.

Policy 11.A3.3. The City shall encourage cooperative efforts between local realtors, hotel/motel owners and restaurants, Department of Economic Development and Tourism, and Chamber of Commerce to market Stuart as a Waterfronts Florida tourism destination.

The project team has worked diligently to incorporate the feedback from the pre-application meeting with city staff, the community meeting with surrounding residents and businesses, and staff comments from the initial site plan submittal. The project has utilized 1) City of Stuart code, 2) the Creek District form-based code, and 3) the Comprehensive Plan to guide the site design.

Within the Creek South District, the use of private parking garages or lots requires approval through a conditional use permit. The appropriate amount of required parking spaces will be provided, but a conditional use permit application will be submitted concurrently with this site plan application to authorize the use of the existing parking garage in the Royal Palm Financial Center as the primary parking structure. The conditional use permit also requests the location of the required electric vehicle parking spaces to be off-site adjacent to the parking garage but within 500 feet of the front door of the principal structure. Additional sidewalks and the construction of a crosswalk at the southwest corner of the property will allow for a safe and convenient pedestrian route between the project site and both the parking garage and electric vehicle charging spaces, inclusive of lighting and appropriate signage. The location of the parking garage and the electric vehicle surface parking is within 500 feet of the front entrance to the principal use as measured by a safe and convenient pedestrian route, complying with Section 6.01.11.B of Stuart Land Development Code. In addition to the parking requests of the conditional use application, two waivers from the Creek District code are being requested in that same application regarding parapet height as a percent of any building façade, and for the installation of sidewalks on both sides of a streetscape.

Should you have any questions or need clarification about this project, please do not hesitate to contact me at dsorrow@cotleur-hearing.com or 561-747-6336. We look forward to working with City of Stuart on this project in the near future.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____
Approved by: _____

Application for Conditional Use Permit

Project ID# Z23050005
(Staff Entry)

Pre-App Conference Date: 2/10/2023	Application Date: 5/23/23

SITE INFORMATION

Project Name: Creekside Hotel & Retail	Parcel ID#: 05-38-41-032-000-00020-0
Site Address: Unassigned S. Colorado Ave	
Subdivision:	Lot(s):
Site Acreage: 1.62	Flood Zone/Base Flood Elevation: Zone AE / (EL 5)
Current Zoning District / CRA Subdistrict (if applicable): Creek South District	
Current Comprehensive Plan Future Land Use Designation: Downtown Redevelopment	
Existing Land Use: Vacant	Proposed Land Use: Commercial- hotel and retail
Proposed Square Footage (if applicable): 55,890 total building SF	Proposed Density (if applicable): N/A

PETITIONER INFORMATION

Property Owner: Ted Glasrud Associates FL LLC	Phone Number / Email Address: 772-781-0771 / kbrown@tedglasrud.com
Property Owner's Mailing Address: C/O George Polley, 759 SW Federal Highway #217, Stuart, FL 34994	
Applicant (if not Owner): Rajesh Patel	Phone Number / Email Address: 772-370-8113 / abh11570@yahoo.com
Applicant's Mailing Address: P.O. Box 1868, Palm City, FL 34991	
Agent/Contact Person: Cotleur & Hearing / Daniel Sorrow	Phone Number / Email Address: 561-747-6336 / dsorrow@cotleur-hearing.com
Agent's Mailing Address: 1934 Commerce Lane Suite 1, Jupiter, FL 33458	
Architect: Harter-Adams Architects	Engineer: Velcon Engineering & Surveying
Planner: Cotleur & Hearing	Landscape Architect: Cotleur & Hearing

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared _____

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Conditional Use Permit in the City of Stuart, FL.
3. That he/she has appointed Cotleur & Hearing to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Ted Glasrud Associates FL, LLC

Signature of Owner: _____ By: President
Name/Title

759 SW Federal Hwy #217 Stuart FL 34994
Street Address City, State, Zip Code

P.O. Box City, State, Zip Code

772 781 0771
Telephone Number Fax Number

kbrown@tedglasrud.com
Email Address:

STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this

17th day of February, 2023 By Theodore G Glasrud

Personally Known OR Produced Identification
Type of Identification Produced:

Kristen R Brown
Notary Public

KRISTEN R BROWN
Notary Public - State of Florida
Commission # HH 137893
My Comm. Expires Sep 29, 2025
Bonded through National Notary Assn.

My Commission expires:
9/29/25

Financial Responsibility Form

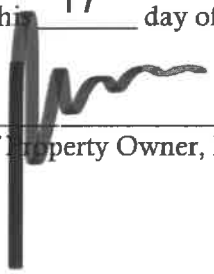
(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or (Applicant) (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Rajesh Patel	City/State/Zip Code: Palm City, FL 34991
Title:	Telephone Number: 772-370-8113
Company:	Facsimile Number:
Company Address: P.O. Box 1868	Email Address (optional): abh11570@yahoo.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 17 day of February, 2023.



Signature of Property Owner, Lessee, Contract Purchaser or (Applicant) (circle one)

Cotleur & Hearing

LC26000535

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January 11, 2023

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Letter of Authorization

To Whom it may Concern:

Please be advised that Rajesh Patel is the applicant for the vacant parcel (05-38-41-032-000-00020-0) located west of South Colorado Avenue within the Royal Palm Financial Center in Stuart, Florida. The undersigned Authorized Person hereby gives consent to Cotleur & Hearing to act as agent for the purpose of obtaining approvals and permits from the local and state government agencies regarding application for major development plan, and other related applications with the Development Department of the City of Stuart, Florida.

For: _____

Authorized Person

1/11/23

Date

RAJESH PATEL

Printed Name

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 12th day of January, 2023, by Rajesh Patel. He or she is personally known to me or has provided _____ as identification.

Hannah McCartney

Notary Public Signature

Hannah McCartney

Printed Name

State of Florida at-large

HANNAH NICHOLE MCCARTNEY
Notary Public - State of Florida
Commission # GG 329610
My Comm. Expires May 1, 2023
Bonded through National Notary Assn.

Cotleur & Hearing

LC26000535

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September 25, 2023

Kristopher McCrain
City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

Creekside Hotel & Retail
Conditional Use Permit
Justification

Dear City of Stuart staff,

Please accept this revised **Justification** as part of the application for Conditional Use Permit for the project known as Creekside Hotel & Retail. This Conditional Use Permit application includes the following four requests:

1. This Conditional Use Permit requests allowing the project to utilize an existing parking structure located within the Royal Palm Financial Center (RPFC) to meet the majority of the project's parking needs. The subject site is part of the Royal Palm Financial Center, and the RPFC Reciprocal Easement Agreement (OR Bk 2480 Pg 2115) states that the owner of any Property within the RPFC shall be permitted to utilize the surface parking in the financial center and parking spaces in the parking garage. Figure CD-08 in the recently adopted Creek District zoning code states that private parking garages & lots require a conditional use permit in the Creek South District, where the project is located.

2. This Conditional Use Permit requests to relocate ten (10) of the twelve (12) required electric vehicle charging infrastructure (EVCI) equipped parking spaces to surface parking adjacent to the parking garage. Stuart Land Development Regulations (LDR) Section 6.01.11.B states that required parking spaces shall not be relocated elsewhere except by major conditional approval issued by the city commission. The request does not ask for a reduction in the number of required EVCI spaces, only to relocate them off-site to a location within 500 feet of the project site as required by the Stuart LDR. Two (2) EVCI equipped parking spaces are provided on site, with one of them being ADA accessible as required by Section 2.06.22.B.3 of the Stuart LDR.

3. This Conditional Use Permit requests a waiver from the code regarding parapet height as a percentage of the façade of a building. The Creek District Code Figure CD-10 states that "no [parapet] height of greater than 24 inches shall be permitted for more than 40% of any façade of

a building." The primary façade of the hotel building fronting SW A Street has a parapet height exceeding 24 inches for 48% of the building façade. This request is notated on the waiver table on sheet 1 of the site plan for the proposed project.

4. This Conditional Use Permit requests a waiver from the Creek District code regarding the installation of sidewalks on both sides of a streetscape. Sec. 3.04.06.2.E.5 of the Creek District code states that sidewalks are required on both sides of a streetscape. The applicant is requesting to install a sidewalk on one side of the streetscape for the project's frontage on the north side of SW A Street. This request is notated on the waiver table on sheet 1 of the site plan for the proposed project.

For clarity, the responses below to the following criteria will be broken out into four separate responses for the four Conditional Use requests: *garage parking*, *EVCI*, *parapet*, and *sidewalk*. In accordance with the application for the Conditional Use Permit, this justification will explain how the project meets the following criteria:

Conditional Use Permit Criteria

1. The proposed use is not contrary to the established land uses in the immediate area;

Garage parking: The proposed use is in line with established uses in the immediate area. The site is adjacent to commercial development along Colorado Avenue. The proposed use of the site requires approximately 119 parking spaces, and meeting these parking needs with the existing off-site structure means the smart utilization of existing infrastructure. We are not trying to overbuild the site and Downtown Stuart, and we feel the best way to go about this is to use existing facilities to the greatest extent possible.

EVCI: The proposed use is not contrary to the established land uses in the immediate area and will promote the prominence of electric vehicle usage by building the charging infrastructure associated with the future charging stations.

Parapet: The proposed use is not contrary to the established land uses in the immediate area and will create a unified streetscape by concealing rooftop equipment from view.

Sidewalk: The proposed use is in line with established uses in the immediate area. The proposed project includes pedestrian connections that provide a safe and convenient walkway from the project site to the shops across the street, and the existing shade trees would remain in their current location.

2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure.

Garage parking: The proposed use will not significantly depart from the densities or intensities of use in the surrounding area. The shared parking analysis conducted by a traffic engineer demonstrates that the garage has full capacity to meet the parking requirements for the proposed project. Public infrastructure and facilities would not be overloaded because there will not be a need to build an additional parking structure if the project makes use of one that already exists.

EVCI: The proposed relocation of EVCI equipped spaces will not depart from the densities or intensities of the surrounding area or burden public facilities or infrastructure. The request is the utilize existing surface parking that the project site has access to and retrofit the existing parking to allow for EVCI equipped spaces within 500 feet of the project site.

Parapet: The requested deviation from the Creek District code for the parapet height of the primary façade of the hotel will have no impact on public facilities and/or public infrastructure.

Sidewalk: The requested deviation from the Creek District code for sidewalks on both sides of a streetscape will have no impact on public facilities and/or public infrastructure. The request is in line with existing conditions as the second requested sidewalk would be located where a landscaped median separates parking from the street, and existing shade trees are in this landscaped median. The project proposes a sidewalk on the north side of SW A Street and will provide pedestrian connections to existing sidewalk infrastructure along Colorado Avenue and SW 7th Street.

3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the Comprehensive Plan;

Garage parking: The proposed use will not be contrary to the proposed land use plan because the site can save resources, reduce pervious area, and be maximized to its full potential when the required parking is satisfied through the existing parking structure. This proposed use will support the goals, policies, and objectives of the Comprehensive Plan through discouraging 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 (Objective 1.B1-Compact urban form). The proposed use also promotes the following policy within the Stuart Comprehensive Plan:
"Policy 2.A15.3. Where appropriate, parking requirements shall be reduced citywide, including within the TCEA. The City shall promote the use of shared parking arrangements throughout its jurisdiction in order

to reduce vehicular movement on roadways thereby reducing congestion and increasing the amount of land available for building or attractive landscaping when the following conditions are met:

1. *The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and*
2. *The uses served thereby have different peak parking demands and operating hours; and*
3. *There will be a reduction in vehicle movements by the users of the shared parking spaces; and*
4. *The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved."*

This request does not ask for a reduction in the number of required parking spaces, only to allow the use of an existing private parking garage as the principal area for parking. A shared parking arrangement in this context meets all the above conditions outlined in Policy 2.A15.3 of the Stuart Comprehensive Plan. The subject site already has the legal right to utilize the parking garage through the RPFC Reciprocal Easement Agreement.

EVCI: The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies, and objectives of the Comprehensive Plan. Policy 2.A.1.8 of the Stuart Comprehensive Plan states that encouraging electric vehicle charging facilities is a strategy that shall be implemented by the City, and this policy is promoted through the allocation of EVCI equipped parking spaces in the proposed project.

Parapet: The proposed use for the parapet height will not be contrary to the proposed land use plan and will not have adverse effects on the goals, policies and objectives of the Comprehensive Plan. Concealing rooftop equipment and utilities with the use of the requested parapet façade percentage will provide a better overall streetscape and pedestrian experience.

Sidewalk: The proposed use will not be contrary to the proposed land use plan and will not have adverse effects on the goals, policies and objectives of the Comprehensive Plan. The requested pedestrian connectivity within and around the project site will still exist even without the additional sidewalk on the south side of SW A Street.

4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

Garage parking: This criterion is not applicable to this specific request. The Creek District as a whole is a valuable addition to the City of Stuart zoning code. The existing conditions on the property through the underlying legal agreements in place set up any proposed project on this site to utilize the existing parking garage located adjacent to the property. The parcel is part of the Royal Palm Financial Center

(RPFC) Condo Association, and the association documents allow any property owner within the financial center to use the parking garage.

EVCI: This criterion is not applicable to this specific request.

Parapet: This criterion is not applicable to this specific request.

Sidewalk: This criterion is not applicable to this specific request. The existing conditions surrounding the project site make the additional sidewalk required by code not feasible or logical.

5. The proposed use will not create or excessively increase traffic congestion or otherwise affect Public Safety;

Garage parking: The request to use an existing parking garage to satisfy the parking needs of the project will have no effect on traffic or public safety. A safe and convenient pedestrian route via sidewalk and crosswalk will be established to allow customers and guests to safely walk from the garage to the hotel, restaurant, and retail entrances.

EVCI: The proposed use will have no impact on traffic congestion or public safety. This request is not asking for additional parking spaces for the project that would potentially increase traffic congestion, only to allocate the required number of EVCI parking to existing surface parking adjacent to the parking garage.

Parapet: The proposed use will have no impact on traffic congestion or public safety.

Sidewalk: The proposed use will have no impact on traffic congestion or public safety. There is still a safe and convenient pedestrian path from the project site to the shops across the street via the proposed sidewalk and connections to existing pedestrian networks that have been included in the site plan. The additional sidewalk on the south side of SW A Street required by code is not necessary.

6. The proposed use will not create drainage or a storm water quality problem;

Garage parking: The proposed use will not create problems for drainage or stormwater quality because utilizing the off-site parking structure allows the site to dedicate less space to on-site parking, therefore decreasing the amount of impervious area. Off-site parking in the existing structure ensures that there is adequate drainage and stormwater treatment on the western side of the project in the form of below ground storm chambers.

EVCI: The proposed use will not create any issues pertaining to drainage or stormwater quality. The parking spaces requested as the location of the EVCI equipped spaces are existing, meaning no additional hardscape or impervious surface is being added to accommodate the EVCI equipped parking.

Parapet: The proposed use will not create any issues pertaining to drainage or stormwater quality.

Sidewalk: The proposed use will not create any issues pertaining to drainage or stormwater quality. The absence of additional hardscape and impervious surface through our requested deviation will allow existing pervious surface to remain, which helps with drainage and stormwater capacity for the project site.

7. The proposed use will not significantly reduce light or air to adjacent areas;

Garage parking: The proposed use of the parking garage means the pedestrian path people take from the garage to the hotel and retail space will be well-lit and include safety features outlined in the Stuart Comprehensive Plan Policy 1.B3.9. By utilizing the existing garage, there will not be a need to build an additional parking structure for the proposed project and will make room on the site for enhanced landscaping and pedestrian amenities.

EVCI: The proposed use will not have any adverse impacts to adjacent areas regarding a reduction in air or light.

Parapet: The proposed use will not significantly reduce light or air to adjacent areas.

Sidewalk: The proposed use will not significantly reduce light or air to adjacent areas.

8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district;

Garage parking: The proposed use is less burdensome on neighboring properties and on public infrastructure because it seeks to take advantage of underutilized infrastructure and makes good use of the shared parking scenario. The other businesses within the RPFC each have their own below-building parking garage, as well as ample surface parking. The combination of the private below-ground garages, surface spaces, and the parking garage means the financial center has excess capacity to accommodate the project's use of the parking garage, as demonstrated in the Shared Parking Analysis prepared by O'Rourke Engineering & Planning. The structure has 217 spaces, and the project's required parking count totals approximately 119 spaces. This means the project would utilize approximately half of the spaces in the parking garage.

EVCI: The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right because the surface parking spaces are existing and already in place. This specific request is to retrofit existing parking spaces to accommodate EVCI equipped parking, which is the smart utilization of existing infrastructure to incorporate future charging stations for electric vehicle use.
Parapet: The proposed use is less burdensome on neighboring properties through the full screening of rooftop equipment. Ensuring the rooftop equipment and utilities are out of sight and not visible from the street will enhance the project and enhance the character of the neighborhood by creating a more visually pleasing project.

Sidewalk: The proposed use is less burdensome on neighboring properties and on public infrastructure because the landscaped median and shade trees that separate the neighboring properties' parking area from the street and project site will remain as they currently exist. The absence of the additional sidewalk required by code will ensure the shops across the street are not disrupted by ripping up the landscaped median to put additional hardscape in its place.

9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood; and

Garage parking: The garage was built as part of the Royal Palm Financial Center, which the project site is a part of. Like stated before, the Declaration of Condominium document for the Royal Palm Financial Center (OR BK 2499 PG 1296) and Reciprocal Easement Agreement (OR BK 2480 PG 2115) states that "the owner of any Property within the RPFC shall be permitted to utilize the ramp parking area located to the rear of the Building II Property." The garage is currently used by those in the financial center, but the presence of readily available surface parking and below-ground parking under each building means there is a surplus of parking available in the garage for the proposed project to use.

EVCI: The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood. The City of Stuart has made electric vehicle charging infrastructure of high importance in the Downtown Stuart area. The charging stations located at Kiwanis Park south of Confusion Corner demonstrate City initiatives to increase the amount of electric vehicle charging stations, and this request will allow even more stations to be available for public use.

Parapet: The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood. Screening the rooftop equipment and utilities will ensure that the project does not detract from the character of the Creek District neighborhood or the Colorado Avenue corridor.

Sidewalk: The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood. The applicant would prefer to leave as many existing trees in their current location and not add additional hardscape and impervious surface where it is not necessary.

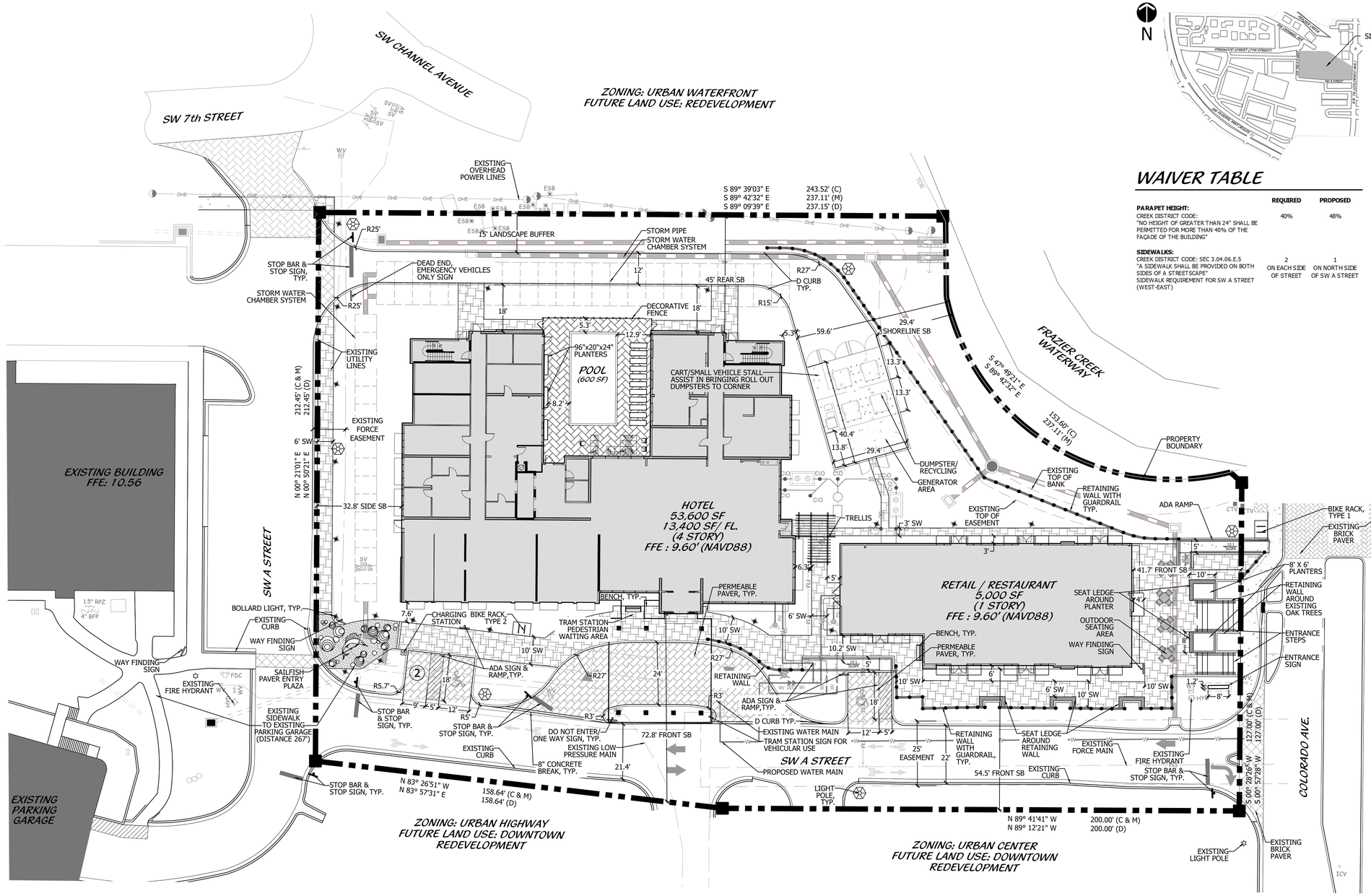
10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City.

Garage parking: The proximity of the existing garage to the project site makes it the most logical solution to serving the parking needs for the proposed project. The garage has been there since the financial center was originally built in the 1990s and has its place in the plaza. The parking structure is within 500 feet of the proposed hotel and retail/restaurant entrances, complying with Section 6.01.11.B of the Stuart Land Development Regulations. A safe and convenient pedestrian route will be provided to ensure people visiting the site will be safe when walking from the garage to the hotel or retail buildings, specifically at night. We feel this is the most appropriate solution to meet the parking requirements due to the size of the subject property with the proposed uses.

EVCI: The adjacency of the proposed EVCI equipped parking spots to the project site is within the 500 feet required by Stuart LDR. The proximity of the parking spaces to the project site makes it an ideal solution to increasing the supply of EVCI equipped parking spaces in the Downtown Stuart area.

Parapet: There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City. The Creek District is the most appropriate location for the proposed project, and this deviation from the parapet façade percentage is necessary to ensure the rooftop equipment is shielded and will produce the best possible building and streetscape.

Sidewalk: There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City.



LOCATION MAP

WAIVER TABLE

	REQUIRED	PROPOSED
PARAPET HEIGHT: CREEK DISTRICT CODE: "NO HEIGHT OF GREATER THAN 24" SHALL BE PERMITTED FOR MORE THAN 40% OF THE FAÇADE OF THE BUILDING"	40%	48%
SIDEWALKS: CREEK DISTRICT CODE: SEC 3.04.06.E.5 "A SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF A STREETSCAPE" SIDEWALK REQUIREMENT FOR SW A STREET (WEST-EAST)	2 ON EACH SIDE OF STREET	1 ON NORTH SIDE OF SW A STREET

SITE DATA

NAME OF PROJECT		CREEKSIDE HOTEL	
PROPERTY CONTROL NUMBERS		05-38-41-032-000-00020-0	
FEMA FLOOD ZONE		Zone AE(EL 5)	
EXISTING LAND USE DESIGNATION		Downtown Redevelopment	
EXISTING ZONING DISTRICT		Creek South	
MAXIMUM BUILDING HEIGHT		45'	
NUMBER OF STORIES		4	
NUMBER OF BUILDINGS		2	
TOTAL SITE AREA		1.62 AC 70,754 SF	
BUILDING DATA			
HOTEL (HEIGHT: 42'-8")		13,400.00 SF PER FLOOR 53,600 SQ FT. TOTAL	
RETAIL (HEIGHT: 16'-0")		5,000.00 SF	
LAND USE	SF	AC	%
BUILDING LOT COVERAGE	18,400	0.42	26.00%
VEHICULAR USE AREA	17,286	0.40	24.43%
HARDSCAPE AREA	10,829	0.24	15.31%
OPEN SPACE	24,239	0.56	34.26%
TOTAL	70,754	1.62	100.00%
OPEN SPACE	MIN	PROV	
	20%	34.26%	
LOT COVERAGE			
IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	18,400	0.42	26.00%
VEHICULAR USE AREA	17,286	0.40	24.43%
SIDEWALKS & HARDSCAPE	10,229	0.23	14.46%
POOL	600	0.01	0.85%
TOTAL IMPERVIOUS AREA	46,515	1.06	65.74%
PERVIOUS AREA	SF	AC	%
OPEN SPACE	24,239	0.56	34.26%
TOTAL PERVIOUS AREA	24,239	0.56	34.26%
TOTAL SITE AREA	70,754	1.62	100.00%

PARKING DATA	REQ	PROV
HOTEL (.75 SPACE REQUIRED PER ROOM: CREEK DISTRICT CODE) 102 ROOMS X .75 = 76.5 SPACES (4 SPACES MAY BE SATISFIED BY STUART TRAM PULL OFF) 77 - 4 = 73 SPACES	73	3 SPACES ON SITE *2 SPACES = HANDICAP *2 SPACES = EVCI EQUIPPED SPACES 70 SPACES IN EXISTING GARAGE
RETAIL (1 SPACE REQUIRED PER 300 SF: 5,000 SF/300 = 17)	17	17 SPACES IN EXISTING GARAGE
TOTAL	92	92
EVCI EQUIPPED SPACES (10% OF THE REQUIRED NON-EV PARKING SPACES) 90 TOTAL REQUIRED PARKING SPACES X .10 = 12 12 SPACES - 2 PROVIDED ON SITE = 10 OFF SITE	10	10 EVCI EQUIPPED SPACES IN OFF-SITE SURFACE PARKING LOT ADJACENT TO EXISTING GARAGE *SEE CONNECTION MAP*

NOTE: ADDITIONAL PARKING WILL ALSO BE PROVIDED OFF-SITE IN EXISTING GARAGE WITH 217 PARKG SPACES AVAILABLE FOR USE

PEDESTRIAN AMENITIES	REQ	PROV
BIKE RACKS (4 STALLS EACH RACK)	2	2

SETBACK	REQUIRED	PROPOSED
FRONT (COLORADO STREET)	0'-20'	41.7'
FRONT (SW A STREET)	0' or 5'+	54.5', 72.8'
SIDE	0' or 5'+	32.8'
REAR	10'	45.0'
SHORELINE PROTECTION AT FRAZIER CREEK	10'	29.4'
LANDSCAPE BUFFER	**REQUIRED**	**PROPOSED**
NORTH	15'	15'

DRAINAGE STATEMENT

THE EXISTING 1.62 ACRE SITE LOCATED ON THE CORNER OF SW A STREET AND S COLORADO AVE., ENTAILS THE CONSTRUCTION OF A (4) FOUR STORY 53,600 S.F. HOTEL WITH A SINGLE STORY 5,000 S.F. RESTAURANT. THE PROJECT SHALL BE SERVED BY PROPOSED SITE GRADING WHICH WILL DIRECT STORMWATER TO THE ONSITE CATCH BASINS, THUS ROUTING TO THE STORMWATER CHAMBER SYSTEM WHERE ALL WATER QUALITY AND ATTENUATION IS PROVIDED FOR BOTH OUR SITE AS WELL AS THE OFFSITE FLOWS BEING TAKEN INTO OUR SYSTEM, PRIOR TO A CONTROLLED DISCHARGE TO THE ADJACENT FRAZIER CREEK. OFFSITE FLOWS INCLUDE THOSE ALONG SW A STREET AS WELL AS THE EXISTING CATCH BASINS COMING FROM THE FINANCIAL CENTER TO THE WEST. THE SUBJECT SITE PREVIOUSLY ACTED AS A DRY DETENTION AREA FOR THE "MARTIN COUNTY FINANCIAL CENTER" UNDER EXISTING SFWMD PERMIT #43-00406-S. THE DRAINAGE SYSTEM WILL BE IN ACCORDANCE WITH THE APPLICABLE CRITERIA OF THE CITY OF STUART, MARTIN COUNTY, AND SFWMD FOR THIS LOCATION.

UTILITY STATEMENT

THE EXISTING 1.62 ACRE SITE LOCATED ON THE CORNER OF SW A STREET AND S COLORADO AVE., ENTAILS THE CONSTRUCTION OF A (4) FOUR STORY 53,600 S.F. HOTEL WITH A SINGLE STORY 5,000 S.F. RESTAURANT. THE PROJECT'S WASTE WATER SHALL BE SERVED BY AN ONSITE GRINDER STATION, WITH A PRIVATE FORCE MAIN CONNECTION WITHIN SW A STREET. THERE IS PLENTIFUL ROOM AROUND THE GRINDER STATION AREA TO ADD GREASE TRAPS FOR BOTH BUILDINGS IF REQUIRED. WATER SERVICES AND FIRE PROTECTION FOR BOTH BUILDINGS WILL BE PROVIDED ONSITE BY UTILIZING A PRIVATE WATER MAIN CONNECTION JUST OUTSIDE OF SW A STREET.

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

MAJORITY OF REQUIRED PARKING WILL BE PROVIDED OFF-SITE BY AN EXISTING PARKING STRUCTURE WITHIN THE ROYAL PALM FINANCIAL CENTER

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF CITY OF STUART LDR'S.

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF CITY OF STUART LDR'S.

STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES.

PROJECT TEAM

OWNER/CLIENT:
RAJESH PATEL
P.O. BOX 1868
PALM CITY, FL 34991

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
HARTER-ADAMS, P.A.
1370 GENE STREET
WINTER PARK, FL 32789
407.647.5767

ENGINEER:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

SURVEYOR:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

LEGAL DESCRIPTION

UNIT 2, ROYAL PALM FINANCIAL CENTER COMMERCIAL CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF ROYAL PALM FINANCIAL CENTER, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70, 754+/- SQUARE FEET

LEGEND

HC	HANDICAP
LB	LANDSCAPE BUFFER
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL

HC SIGN
STOP SIGN
DO NOT ENTER
GUARDRAIL WHEN RETAINING WALL IS > 30" IN HEIGHT
HANDRAIL ALONG RAMPS AND STEPS

SITE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
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Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel

Stuart, Florida

Daniel T Sorrow:A01094E000001 7C7029936 B00002B30

Digitally signed by Daniel T Sorrow:A01094E0000017C70299 36B00002B30
Date: 2023.09.27 13:34:42 -04'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL T. SORROW LA6668878 STATE OF FLORIDA

DESIGNED	LAH/TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	03-07-23
REVISIONS	05-12-23 09-29-23

SHEET 1 OF 4

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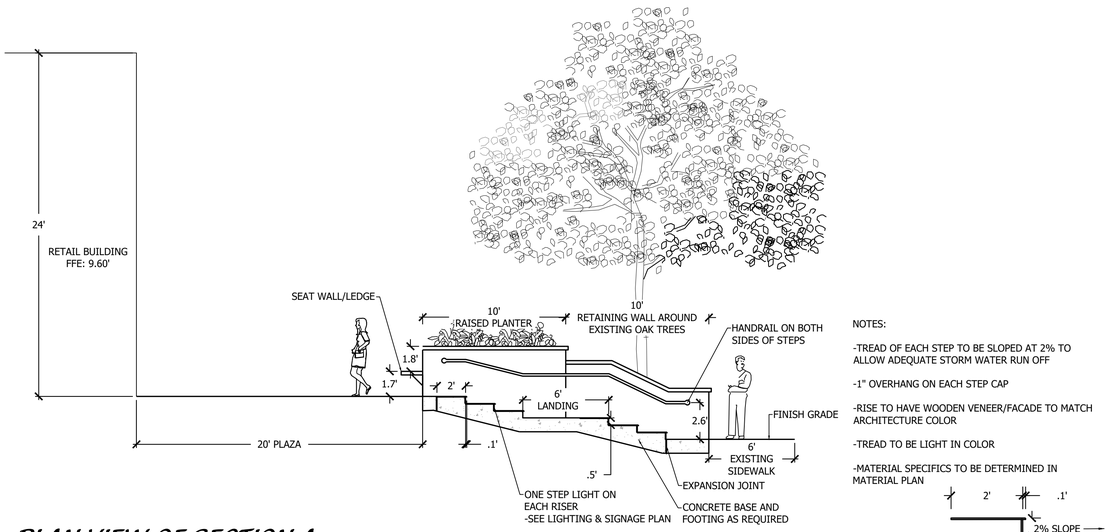
RETAIL PLAZA TO COLORADO AVENUE SECTION (SECTION A)

1"= 5'-0"



NOTES:

-TREAD OF EACH STEP TO BE SLOPED AT 2% TO ALLOW ADEQUATE STORM WATER RUN OFF

-1" OVERHANG ON EACH STEP CAP

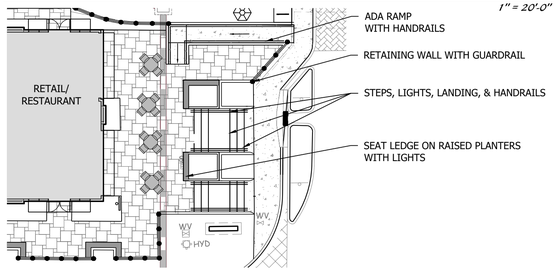
-RISE TO HAVE WOODEN VENEER/FACADE TO MATCH ARCHITECTURE COLOR

-TREAD TO BE LIGHT IN COLOR

-MATERIAL SPECIFICS TO BE DETERMINED IN MATERIAL PLAN

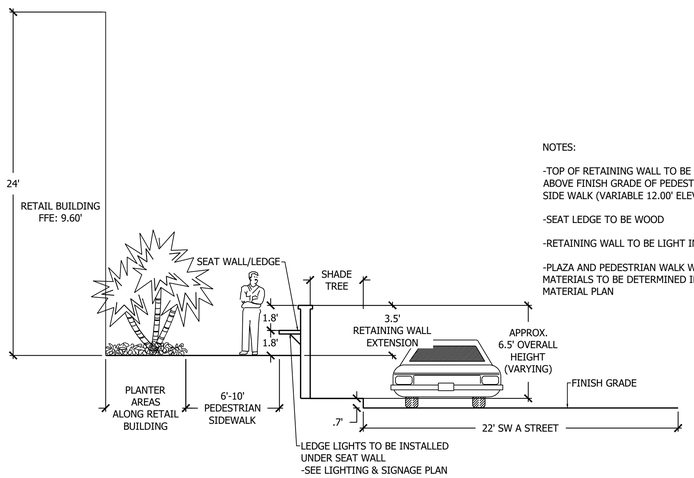
PLAN VIEW OF SECTION A

1" = 20'-0"



RETAIL SIDEWALK TO SW A STREET SECTION (SECTION B)

1" = 5'-0"



NOTES:

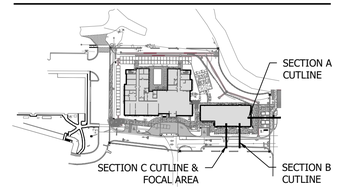
-TOP OF RETAINING WALL TO BE 42" ABOVE FINISH GRADE OF PEDESTRIAN SIDE WALK (VARIABLE 12.00' ELEVATION)

-SEAT LEDGE TO BE WOOD

-RETAINING WALL TO BE LIGHT IN COLOR

-PLAZA AND PEDESTRIAN WALK WAY MATERIALS TO BE DETERMINED IN MATERIAL PLAN

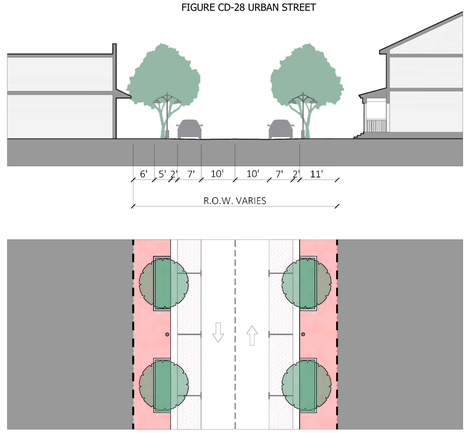
CUT-LINE MAP



THOROUGHFARE STANDARDS - PER THE CREEK DISTRICT CODE -"URBAN STREET"

NTS

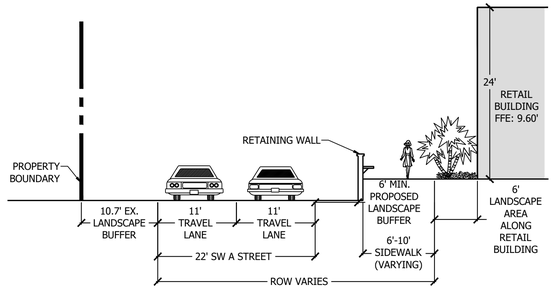
FIGURE CD-28 URBAN STREET



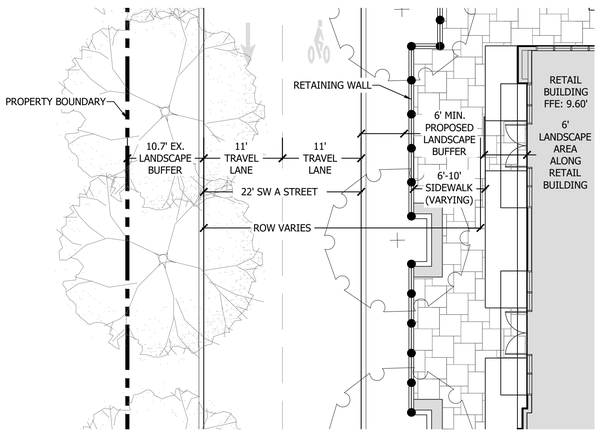
TYPE	PROPOSED
VEHICULAR TRAVEL LANES	10 FEET
PARKING LANES	7 FEET PARALLEL ON BOTH SIDES
BIKE FACILITY	SHARED-USE PATH
PREFERRED ROW	60 FEET
PAVEMENT WIDTH	34 FEET
SIDEWALK	10 FEET
MEDIAN	NOT REQUIRED
ROAD EDGE TREATMENT	CURB & GUTTER OR VALLEY GUTTER
PLANTING	SHADE TREES 30 FEET ON CENTER, MAY OCCUR IN THE TREE WELLS WITHIN THE FURNISHING ZONE OR WITHIN THE PARKING LANES
LOW IMPACT DEVELOPMENT	TREE BOX FILTER & PERMEABLE SURFACE AT ON-STREET PARKING

PROPOSED THOROUGHFARE FOR SW A STREET -"MODIFIED URBAN STREET" (SECTION C)

1" = 10'-0"



TYPE	PROPOSED
VEHICULAR TRAVEL LANES	11 FEET
PARKING LANES	HEAD IN ON ONE SIDE (NORTH SIDE OF SW A STREET)
BIKE FACILITY	SHARED-USE PATH
PREFERRED ROW	42 FEET (ROW VARIES)
PAVEMENT WIDTH	22 FEET
SIDEWALK	6-10 FEET
MEDIAN	NOT REQUIRED
ROAD EDGE TREATMENT	CURB & GUTTER OR VALLEY GUTTER
PLANTING	SHADE TREES 30 FEET ON CENTER WITHIN PROPOSED LANDSCAPE BUFFER (NORTH SIDE OF SW A STREET)
LOW IMPACT DEVELOPMENT	TREE BOX FILTER & PERMEABLE SURFACE AT PARKING



SITE SECTIONS

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Creekside Hotel

Stuart, Florida

Daniel T Sorrow:A01094E0000017C7029936B00002B30

Digitally signed by Daniel T Sorrow:A01094E0000017C7029936B00002B30
Date: 2023.09.27 15:53:22 -04'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL T. SORROW LA6666678 STATE OF FLORIDA

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SHEET 2 OF 4

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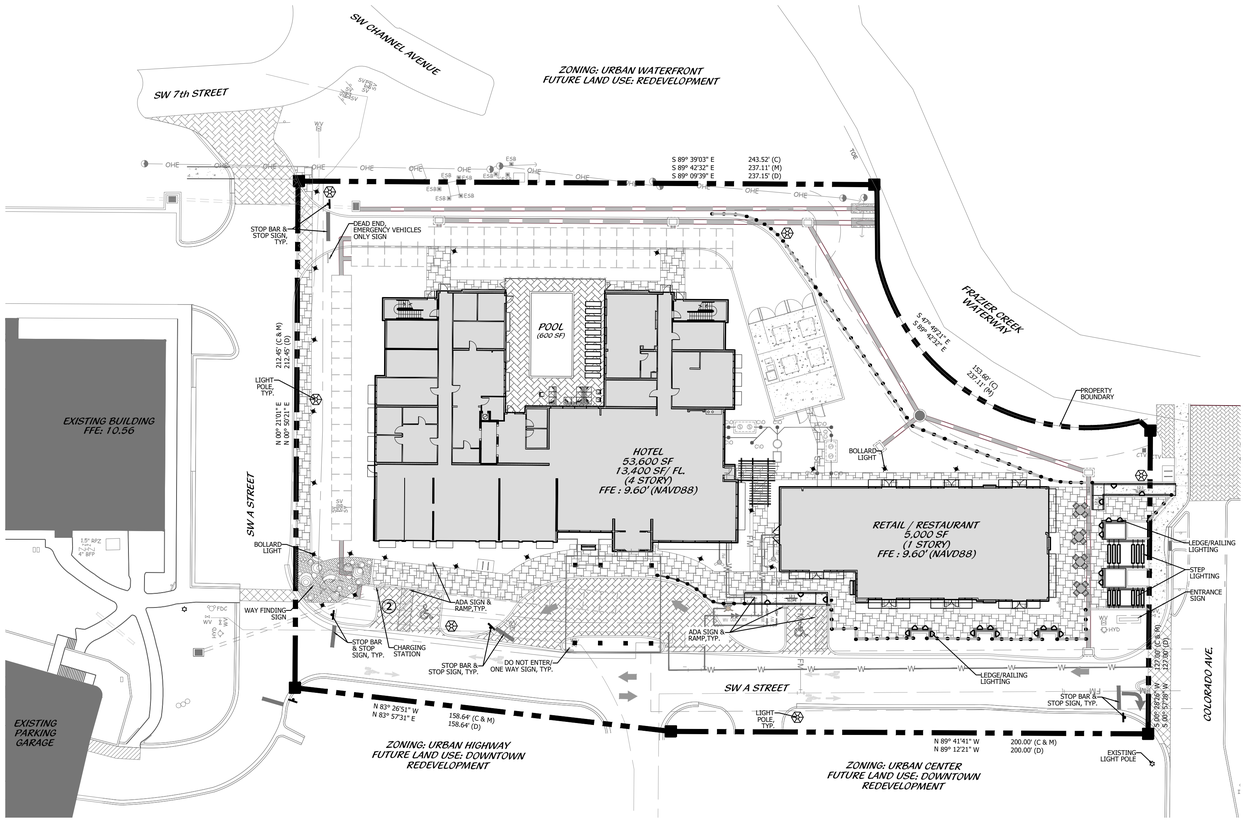
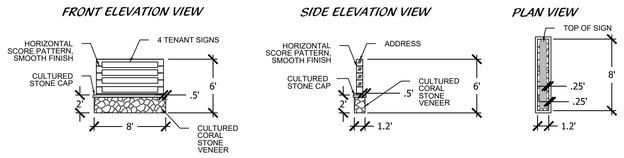
OVERALL LIGHTING AND SIGNAGE PLAN

1"= 30'-0"



PROPOSED MONUMENT ENTRANCE SIGN DETAILS

NTS



NOTE: SIGN DESIGN TO BE DETERMINED

NOTE: SEE SUPPLEMENTAL HILTON SIGNAGE PACKAGE FOR FURTHER SPECIFICATIONS.

TYPICAL SIGN DETAILS

ADA SIGN DETAIL

NTS

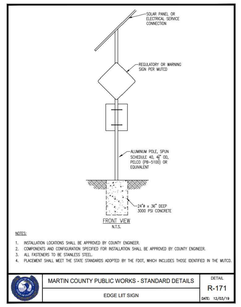


COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

EDGE LIT SIGN DETAIL

NTS



DO NOT ENTER SIGN DETAIL

NTS



STOP SIGN DETAIL

NTS



WAYFINDING PARKING SIGN DETAIL

NTS



STUART TRAM STOP SIGN DETAIL

NTS



TRAFFIC & PEDESTRIAN LIGHTING LEGEND

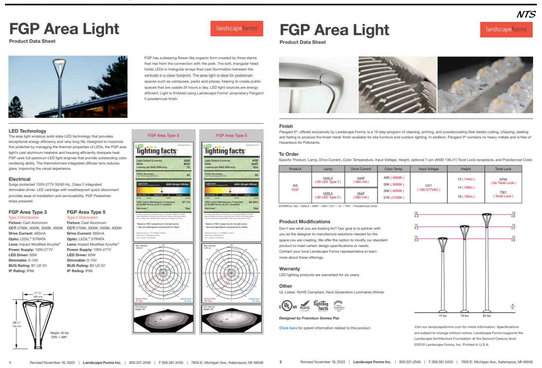
6		SINGLE LIGHT STREET POLE
20		BOLLARD PATH LIGHT
12		STEP LIGHT
24		LEDGE/RAILING LIGHT

NOTES:

1. QUANTITIES SHOWN ARE PROJECT TOTALS
2. SEE THIS SHEET FOR LIGHTING SPECIFICATIONS & DETAILS
3. LIGHTING FIXTURES BY LANDSCAPE FORMS, UNIQUE LIGHTING SYSTEMS, OR EQUAL IF APPROVED BY LANDSCAPE ARCHITECT

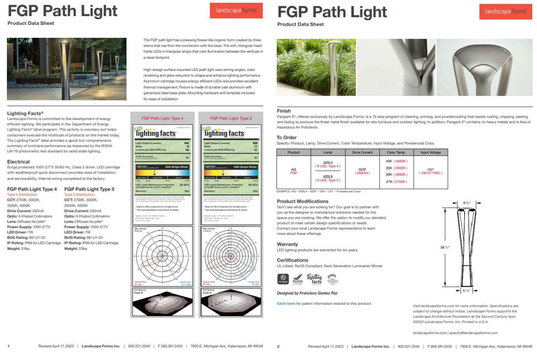
STREET LIGHT DETAIL

NTS



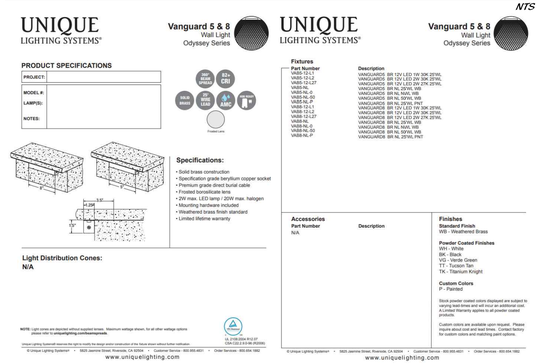
BOLLARD LIGHT DETAIL

NTS



LEDGE / RAILING LIGHT DETAIL

NTS

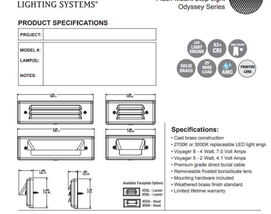


LIGHTING NOTES

1. Electrical Engineer shall verify compliance of lighting components for system voltage.
2. Plan location of plant material may vary. Contractor shall stake fixture locations, relative to plant material, for review and approval of Landscape Architect prior to trenching. Final fixture location and position is subject to review and final approval by Landscape Architect.
3. Lamp Temperature - 3000K - 4000K.
4. All lighting shall be mounted on rocket perma-post unless other-wise noted.
5. System to be installed to meet City/County Code requirements.
6. Verify final fixture finish with Landscape Architect prior to ordering
7. Extension heights on plans indicate top of fixture (not top of mounting post)
8. If applicable, provide a grade J-box for all fixtures located in sodded areas, provide adequate drainage away from J-box as recommended by supplier
9. Contractor shall stake light fixtures in the field for review and approval by Landscape Architect after major trees and palms are in place and prior to trenching. Landscape Architect may adjust fixture locations as needed.
10. Provide Additional lamp lens for exchanging in field if necessary during walk-through
11. Contractor to coordinate permitting with State/Local/County Governing Authority, assure plans abide by Code
12. All electrical lines/wires shall be placed in conduit where required by local code. The use of direct burial wire is acceptable where permitted by local code and for low voltage application.

STEP LIGHT DETAIL

NTS



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2023.05.15 13:33:34 -04'00'

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	09-29-23

SHEET 3 OF 4

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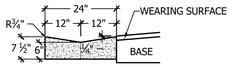
LIGHTING & SIGNAGE PLAN

VALLEY CURB DETAIL

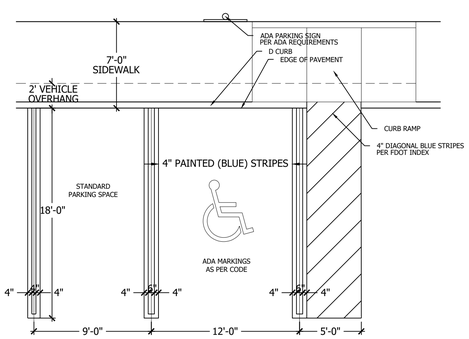
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

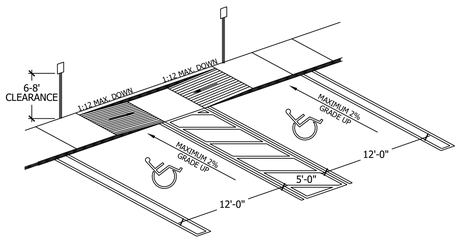
STANDARD AND ADA PARKING DETAIL

NTS



ADA RAMP DETAIL

NTS

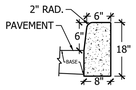


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

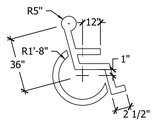
D CURB DETAIL

NTS



ADA SYMBOL DETAIL

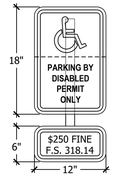
NTS



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

ADA SIGN DETAIL

NTS



COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

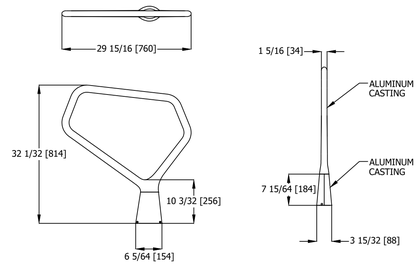
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

BIKE RACK DETAIL - TYPE 1

NTS

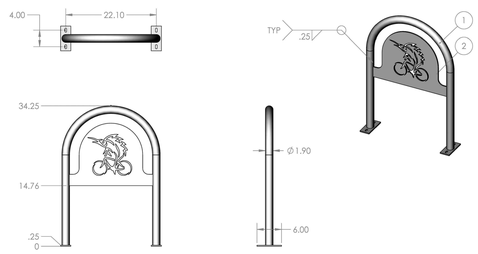
FGP Bike rack
Product Drawing
Date: 6/2/2015
www.landscapeforms.com Ph: 800.521.2546

SURFACE MOUNT OPTION DOES NOT INCLUDE ANCHORS.
EMBEDDED OPTION INCLUDES TWO EACH:
M12 x 1.75 THREADED RODS, 120mm LENGTH
M12 x 1.75 HEAVY HEX NUTS
M12 FLAT WASHERS
ALL CARBON STEEL WITH MAGNI-COAT



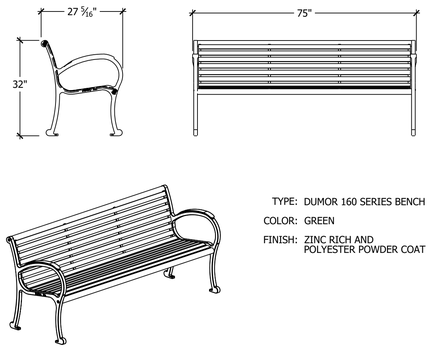
BIKE RACK DETAIL - TYPE 2

NTS



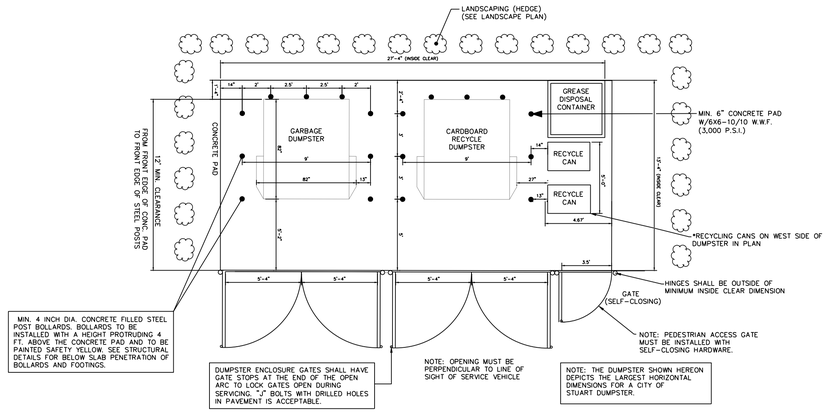
BENCH DETAIL

NTS



DUMPSTER DETAIL

NTS



CITY OF STUART DUMPSTER ENCLOSURE – SITE DETAIL
DOUBLE DUMPSTER w/ RECYCLING & GREASE DISPOSAL CONTAINER N.T.S.

NOTE: MODIFIED ENCLOSURE TO FIT SIZE CONSTRAINTS. TOTAL REQUIRED ENCLOSURE CAPACITY IS PROVIDED ON SITE PLAN.

SITE DETAILS

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Daniel T Sorrow:A01094E000001 7C702993600002B30 B0002B30 Digitally signed by Daniel T Sorrow:A01094E000001 7C702993600002B30 B0002B30 Date: 2023.09.27 15:32:55 -04'00'

DANIEL T SORROW LICENSE NUMBER 68778 STATE OF FLORIDA

DESIGNED	LAH/TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	03-07-23
REVISIONS	05-12-23
	09-29-23

SHEET 4 OF 4

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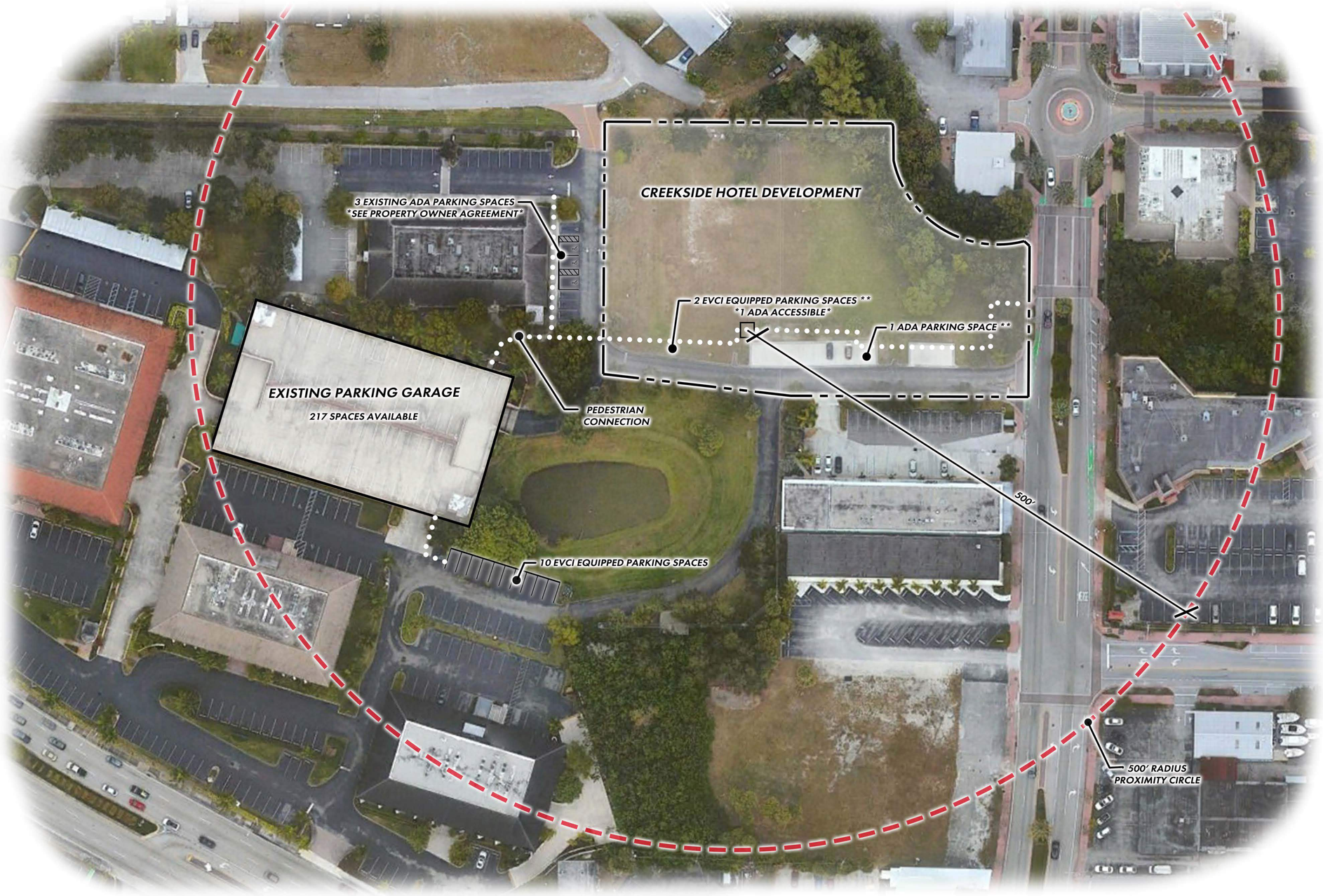

	EVCI EQUIPPED PARKING	ADA ACCESSIBLE PARKING
ON-SITE	2 EVCI EQUIPPED PARKING SPACES *1 STANDARD STALL & 1 ADA STALL*	1 ADA PARKING SPACE
OFF-SITE	10 EVCI EQUIPPED PARKING SPACES *ALL STANDARD STALLS*	3 ADA PARKING SPACES *SEE PROPERTY OWNER AGREEMENT*
	12 TOTAL EVCI EQUIPPED PARKING SPACES *11 STANDARD STALLS & 1 ADA STALL*	**4 TOTAL ADA PARKING SPACES**

NOTES:

- LOCATION OF THE OFF-SITE PARKING OPTIONS ARE LESS THAN 500' FROM THE CREEKSIDE HOTEL DEVELOPMENT SITE VIA A SAFE AND CONVENIENT PEDESTRIAN CONNECTION

- ALL EXISTING AND PROPOSED ADA PARKING SPACES COMPLY WITH CURRENT ADA REQUIREMENTS FOR SLOPE, GRADE, ETC. AND CAN BE SAFELY ACCESSED FROM THE PROPOSED CREEKSIDE HOTEL DEVELOPMENT

** PARKING STALL LOCATIONS ARE APPROXIMATE, SEE SITE PLAN

OFF-SITE PARKING EXHIBIT

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel
Stuart, Florida

DESIGNED	LAH/TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	03-07-23
REVISIONS	05-12-23
	09-29-23

SHEET 1 OF 1

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O'ROURKE
ENGINEERING & PLANNING

April 26, 2023

To: Rajesh Patel

From: Susan O'Rourke

Re: Creekside Hotel Parking

O'Rourke Engineering & Planning was retained to prepare a shared parking analysis for the Creekside Hotel, 2,500 square feet of specialty retail, and 2,500 square feet of restaurant use to be located off Colorado Avenue, east of the Royal Palm Financial Center. The steps in the parking analysis and ensuing results are summarized herein.

Location

Creekside Hotel is located next to the Royal Palm Financial Center, east of Colorado Avenue. **Attachment A** provides the site plan and location relevant to the parking garage.

Parking Demand

The Creek District requires 1 parking space per 1 hotel room, and 1 space per 300 square feet for the retail and restaurant. **Table 1** summarizes the total number of spaces required. As shown, 119 total parking spaces are required per city code within the Creekside District. The demand for parking varies by weekday and weekend. The parking garage supports a mix of office uses that have their peak demand during the weekday, typically from 9:00 am to 5:00 PM. The hotel experiences the peak demand after 5:00 PM and before 9:00 am during the weekdays and during the weekends. Therefore, the demand for parking does not overlap.

Table 2 summarizes the demand by hour for the Creekside Hotel. The peak demand for the three proposed uses on a weekday is shown to be 8:00 PM when 105 parking spaces will be needed at the garage. On the weekend, 110 spaces will be needed at 9:00 pm.

Parking Supply

The Creekside Hotel will provide 2 spaces on site and satisfy the balance the of the total requirement for 119 spaces by providing 117 spaces at the parking garage at the Royal Palm Financial Center. To that end, an inventory was taken on three separate days to verify that parking would be available within the parking garage to support the hotel.

Parking Garage Inventory – The parking demand at the Royal Palm Financial Center Garage was counted on Thursday, April 13, 2023, from 8:00 AM to 6:00 PM, Friday, April 14, 2023, from 9:00 AM to 5:00 PM, and Saturday, April 15, 2023, from 9:00 AM to 12:00 PM. The factors were applied to increase the counts to reflect the impact of the "season."

As shown there will be ample parking spaces available every hour for the hotel parking. The peak demand at the center on Thursday is 12:00 AM when 65 of the 217 available spaces are occupied. On Friday, the peak hour is 2:00 PM when 59 of the 217 spaces are occupied. On Saturday, the peak hour is 12:00 PM when 21 of the 217 spaces are occupied.

During the evening hours, the parking garage will have over 212 spaces available. **Attachment B** includes the results of the survey and the FDOT Peak Season Category Report sheet.

This analysis demonstrates the availability of parking to accommodate Creekside Hotel in the Royal Palm Financial Center garage.

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 4/26/2023 License #: 42684

Table 1 - Parking Demand				
Land Use	**Quantity**	**Units**	**Parking Rate**	**Spaces**
Hotel	101	rooms	1 space per room	101 spaces
Retail	2,500	SF	1 space per 300 SF	9 spaces
Restaurant	2,500	SF	1 space per 300 SF	9 spaces
			Total	119 spaces

TABLE 2a: Weekday Shared Parking- Creekside

	SF 2500	Parking Ratio 1/300	SF 2500	Parking Ratio 1/300	Rooms 101	Parking Ratio 1/room		
	Retail		High Turnover Restaurant		Hotel		Total Spaces Single Use	Spaces Provided
	%	Spaces	%	Spaces	%	Spaces		
100% Code		9.0		9.0		101.0	119	2
							Hourly Demand	Hourly Satisfied in Garage
6:00 am	0%	0.0	0%	0.0	91%	91.9	92	-90
7:00 am	0%	0.0	0%	0.0	89%	89.9	90	-88
8:00 am	15%	1.4	0%	0.0	90%	90.9	92	-90
9:00 am	32%	2.9	0%	0.0	100%	101.0	104	-102
10:00 am	54%	4.9	9%	0.8	98%	99.0	105	-103
11:00 am	71%	6.4	15%	1.4	89%	89.9	98	-96
12:00 noon	99%	8.9	100%	9.0	85%	85.9	104	-102
1:00 pm	100%	9.0	81%	7.3	75%	75.8	92	-90
2:00 pm	90%	8.1	54%	4.9	81%	81.8	95	-93
3:00 pm	83%	7.5	33%	3.0	70%	70.7	81	-79
4:00 pm	81%	7.3	26%	2.3	74%	74.7	84	-82
5:00 pm	84%	7.6	29%	2.6	65%	65.7	76	-74
6:00 pm	86%	7.7	58%	5.2	73%	73.7	87	-85
7:00 pm	80%	7.2	70%	6.3	78%	78.8	92	-90
8:00 pm	63%	5.7	77%	6.9	93%	93.9	107	-105
9:00 pm	42%	3.8	61%	5.5	96%	97.0	106	-104
10:00 pm	15%	1.4	41%	3.7	95%	96.0	101	-99
11:00 pm	0%	0.0	0%	0.0	95%	96.0	96	-94
12:00 mid	0%	0.0	0%	0.0	96%	97.0	97	-95
	100%							

Source: ITE Parking Generation Manual, 5th Edition.

TABLE 2b: Saturday Shared Parking- Creekside

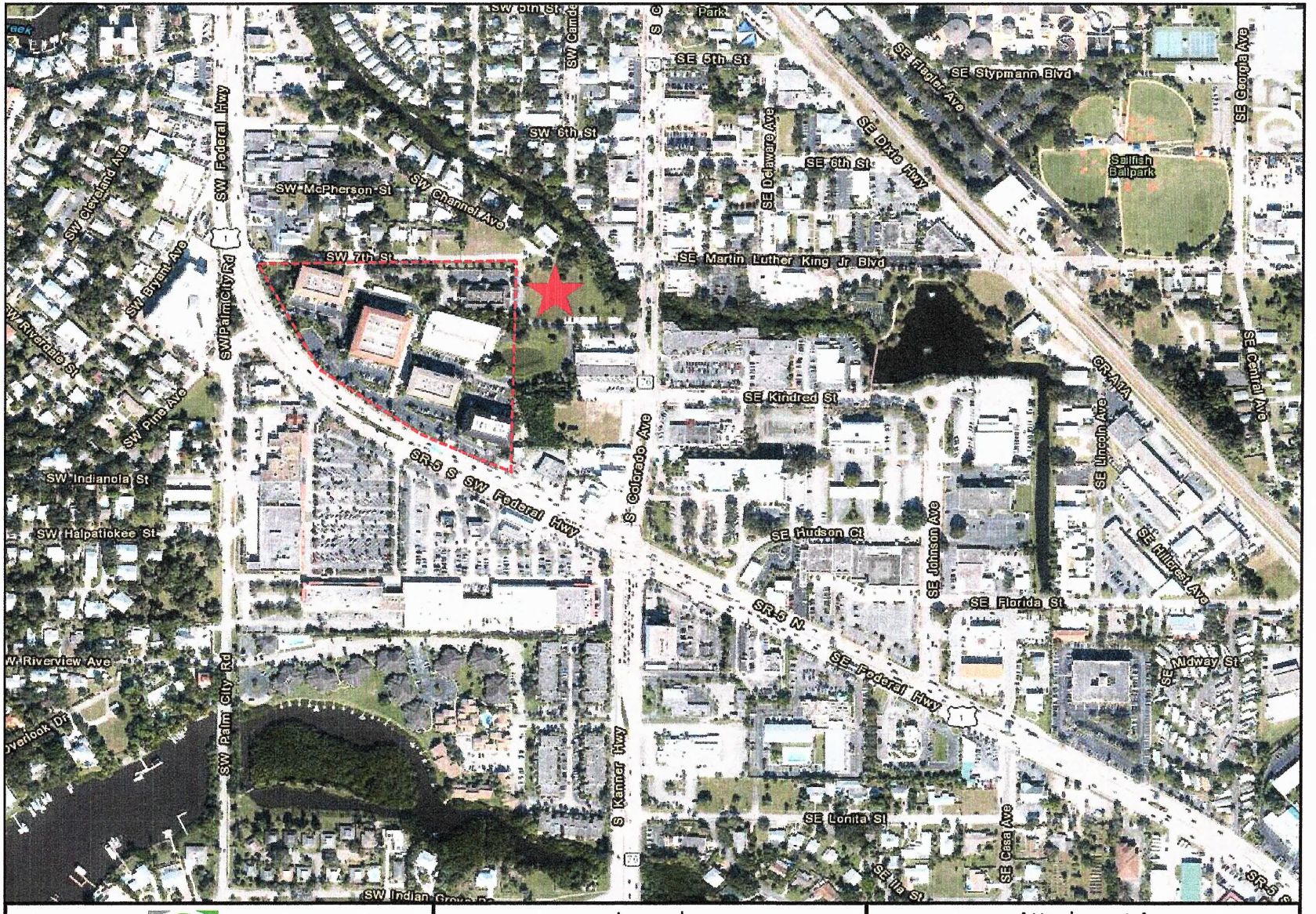
	SF 2500	Parking Ratio 1/300	SF 2500	Parking Ratio 1/300	Rooms 101	Parking Ratio 1/room		
	Retail		High Turnover Restaurant		Hotel		Total Spaces Single Use	Spaces Provided
	%	Spaces	%	Spaces	%	Spaces		
100% Code		9.0		9.0		101.0	119	2
							Hourly Demand	Hourly Satisfied in Garage
6:00 am	0%	0.0	0%	0.0	62%	62.6	63	-61
7:00 am	0%	0.0	0%	0.0	62%	62.6	63	-61
8:00 am	27%	2.4	0%	0.0	72%	72.7	75	-73
9:00 am	46%	4.1	0%	0.0	74%	74.7	79	-77
10:00 am	67%	6.0	15%	1.4	76%	76.8	84	-82
11:00 am	85%	7.7	23%	2.1	77%	77.8	87	-85
12:00 noon	95%	8.6	27%	2.4	79%	79.8	91	-89
1:00 pm	100%	9.0	50%	4.5	78%	78.8	92	-90
2:00 pm	98%	8.8	44%	4.0	67%	67.7	80	-78
3:00 pm	92%	8.3	37%	3.3	64%	64.6	76	-74
4:00 pm	86%	7.7	48%	4.3	67%	67.7	80	-78
5:00 pm	79%	7.1	64%	5.8	73%	73.7	87	-85
6:00 pm	71%	6.4	90%	8.1	83%	83.8	98	-96
7:00 pm	69%	6.2	100%	9.0	92%	92.9	108	-106
8:00 pm	60%	5.4	89%	8.0	97%	98.0	111	-109
9:00 pm	51%	4.6	71%	6.4	100%	101.0	112	-110
10:00 pm	38%	3.4	56%	5.0	91%	91.9	100	-98
11:00 pm	0%	0.0	0%	0.0	83%	83.8	84	-82
12:00 mid	0%	0.0	0%	0.0	96%	97.0	97	-95

Source: ITE Parking Generation Manual, 5th Edition.

ITE Average Rates (General Urban/Suburban) with ITE Curves

ATTACHMENT A

Project Location



NTS

O'ROURKE ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number: MR23031.0 | Date: 4/18/2023

Legend

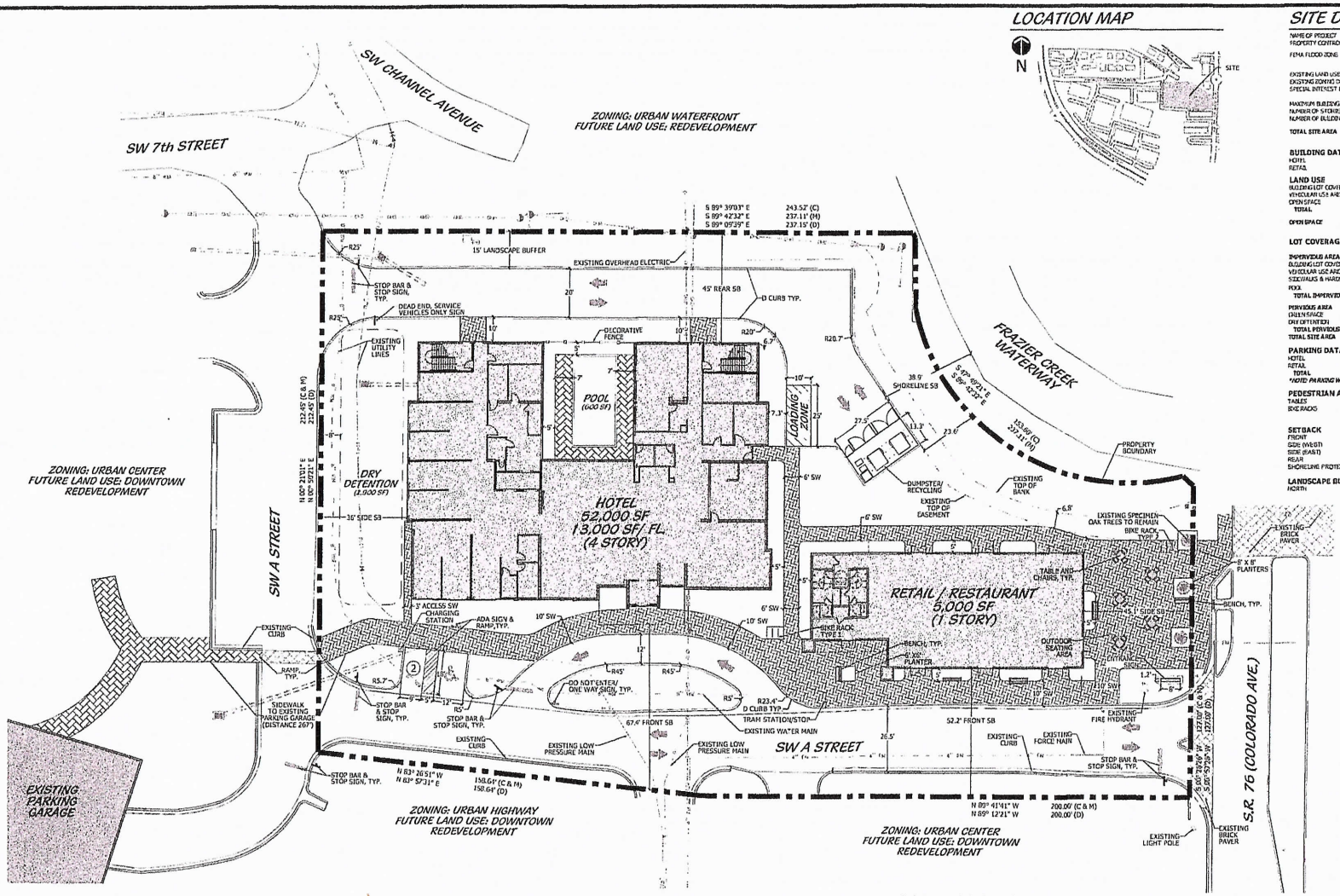
= Project Location

= Royal Palm Financial Center

Attachment A

Project Location

Creekside Hotel



LOCATION MAP

SITE DATA

NAME OF PROJECT	CREEKSIDE HOTEL
PROPERTY CONTROL NUMBERS	05-38-41-032-000-00010-0
FEMA FLOOD ZONE	Zone AE(EL 5)
EXISTING LAND USE DESIGNATION	Downtown Redevelopment
EXISTING ZONING DISTRICT	Urban Center
SPECIAL INTEREST DISTRICT	The Creek
MAXIMUM BUILDING HEIGHT	45'
NUMBER OF STORIES	4
NUMBER OF BUILDINGS	2
TOTAL SITE AREA	1.62 AC / 70,809 SF

BUILDING DATA

HOTEL	13,000.00 SF PER FLOOR; 52,000 SQ FT. TOTAL
RETAIL	5,000.00 SF

LAND USE

	SF	AC	%
BUILDING/LOT COVERAGE	18,000	0.41	25.42%
VEHICULAR USE AREA	19,650	0.45	27.68%
OPEN SPACE	24,000	0.54	33.90%
TOTAL	61,650	1.41	87.01%
OPEN SPACE	MIN 20%	PROV 33.90%	

LOT COVERAGE

	SF	AC	%
IMPERVIOUS AREA			
BUILDING LOT COVERAGE	18,000	0.41	25.42%
VEHICULAR USE AREA	19,650	0.45	27.63%
SIDEWALKS & HARDSCAPE	8,600	0.20	12.15%
POOL	600	0.01	0.85%
TOTAL IMPERVIOUS AREA	46,850	1.08	66.10%
PERVIOUS AREA	SF	AC	%
GREEN SPACE	21,100	0.48	29.78%
DRY DETENTION	2,900	0.06	4.10%
TOTAL PERVIOUS AREA	24,000	0.54	33.90%
TOTAL SITE AREA	70,800	1.62	100.00%

PARKING DATA

	REQ	PROV
HOTEL	03	2
RETAIL	17	0
TOTAL	110	2

*NOTE: PARKING WILL ALSO BE PROVIDED OFF-SITE IN EXISTING GARAGE

PEDESTRIAN AMENITIES

	REQ	PROV
TABLES	0	5
BIKE RACKS	2	2

SETBACK

	REQUIRED	PROPOSED
FRONT	0-20	52.2'
SIDE (WEST)	0' or 5+	26.0'
SIDE (EAST)	0' or 5+	45.1'
REAR	10'	69'
SHORELINE PROTECTION AT FRAZIER CREEK	10'	38.9'

LANDSCAPE BUFFER

	REQUIRED	PROPOSED
NORTH	15'	15'

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

MAJORITY OF REQUIRED PARKING WILL BE PROVIDED OFF-SITE BY AN EXISTING PARKING STRUCTURE WITHIN THE ROYAL PALM FINANCIAL CENTER

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF CITY OF STUART LDR'S.

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF CITY OF STUART LDR'S.

STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES.

PROJECT TEAM

OWNER/CLIENT:
RAJESH PATEL
P.O. BOX 1868
PALM CITY, FL 34991

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
HARTER-ADAMS, P.A.
1370 GENE STREET
WINTER PARK, FL 32789
407.647.5767

ENGINEER:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

SURVEYOR:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2493, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70, 614+/- SQUARE FEET

LEGEND

HC	HANDICAP
LB	LANDSCAPE BUFFER
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
HC SIGN	
STOP SIGN	
DO NOT ENTER	

SITE PLAN

Scale: 1" = 20'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel

Stuart, Florida

DESIGNED	LAH
DRAWN	LAH/JT/BI
APPROVED	DTS
JOB NUMBER	22-1016
DATE	03-07-23
REVISIONS	03-27-23

SHEET 1 OF 2

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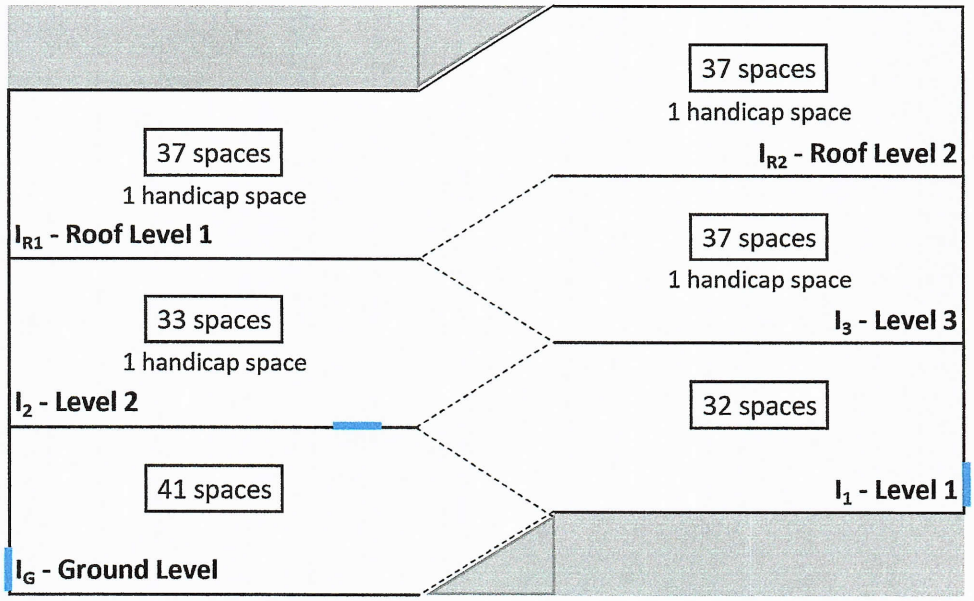
ATTACHMENT B

Parking Survey Results
FDOT Peak Season Category Report

Royal Palm Financial Center
Parking Garage



Legend

= Entrance/Exit

- - - - - = Ramp to Next Level

Level 2 Entrance/Exit on side of garage

Date: Thursday - 4/13/2023
Analyst: EM
Location: Royal Palm Financial Center - Parking Garage

Time of Day	Garage						Total Spaces	Adjusted	Balance of Available Spaces
	I_G	I_1	I_2	I_3	I_{R1}	I_{R2}			
Spaces	41	32	33	37	37	37	217	1.01	
8:00am	7	10	15	5	0	0	37	37	180
9:00am	14	14	17	6	0	0	51	52	165
10:00am	14	21	20	7	0	0	62	63	154
11:00am	13	22	21	7	0	0	63	64	153
12:00pm	15	25	16	8	0	0	64	65	152
1:00pm	12	23	16	6	0	0	57	58	159
2:00pm	12	22	18	8	0	0	60	61	156
3:00pm	12	19	16	7	0	0	54	55	162
4:00pm	12	17	16	6	0	0	51	52	165
5:00pm	4	12	10	5	0	0	31	31	186
6:00pm	0	4	1	0	0	0	5	5	212

Date: Friday - 4/14/2023
Analyst: EM
Location: Royal Palm Financial Center - Parking Garage

Time of Day	Garage						Total Spaces	Adjusted	Balance of Available Spaces
	I_G	I_1	I_2	I_3	I_{R1}	I_{R2}			
Spaces	41	32	33	37	37	37	217	1.01	
9:00am	12	17	15	8	0	0	52	53	164
10:00am	12	19	15	10	0	0	56	57	160
11:00am	13	19	15	10	0	0	57	58	159
12:00pm	14	17	15	9	0	0	55	56	161
1:00pm	11	19	16	8	0	0	54	55	162
2:00pm	14	19	16	10	0	0	59	60	157
3:00pm	11	16	16	10	0	0	53	54	163
4:00pm	10	15	16	9	0	0	50	51	167
5:00pm	2	12	12	7	0	0	33	33	184

Date: Saturday - 4/15/2023
Analyst: EM
Location: Royal Palm Financial Center - Parking Garage

		Garage						Total Spaces	Adjusted	Balance of Available Spaces
		I_G	I_1	I_2	I_3	I_{R1}	I_{R2}			
	Spaces	41	32	33	37	37	37	217	1.01	
Time	9:00am	4	2	5	0	0	0	11	11	206
	10:00am	2	9	3	6	0	0	20	20	197
of	11:00am	2	11	3	5	0	0	21	21	196
Day	12:00pm	2	11	2	6	0	0	21	21	196

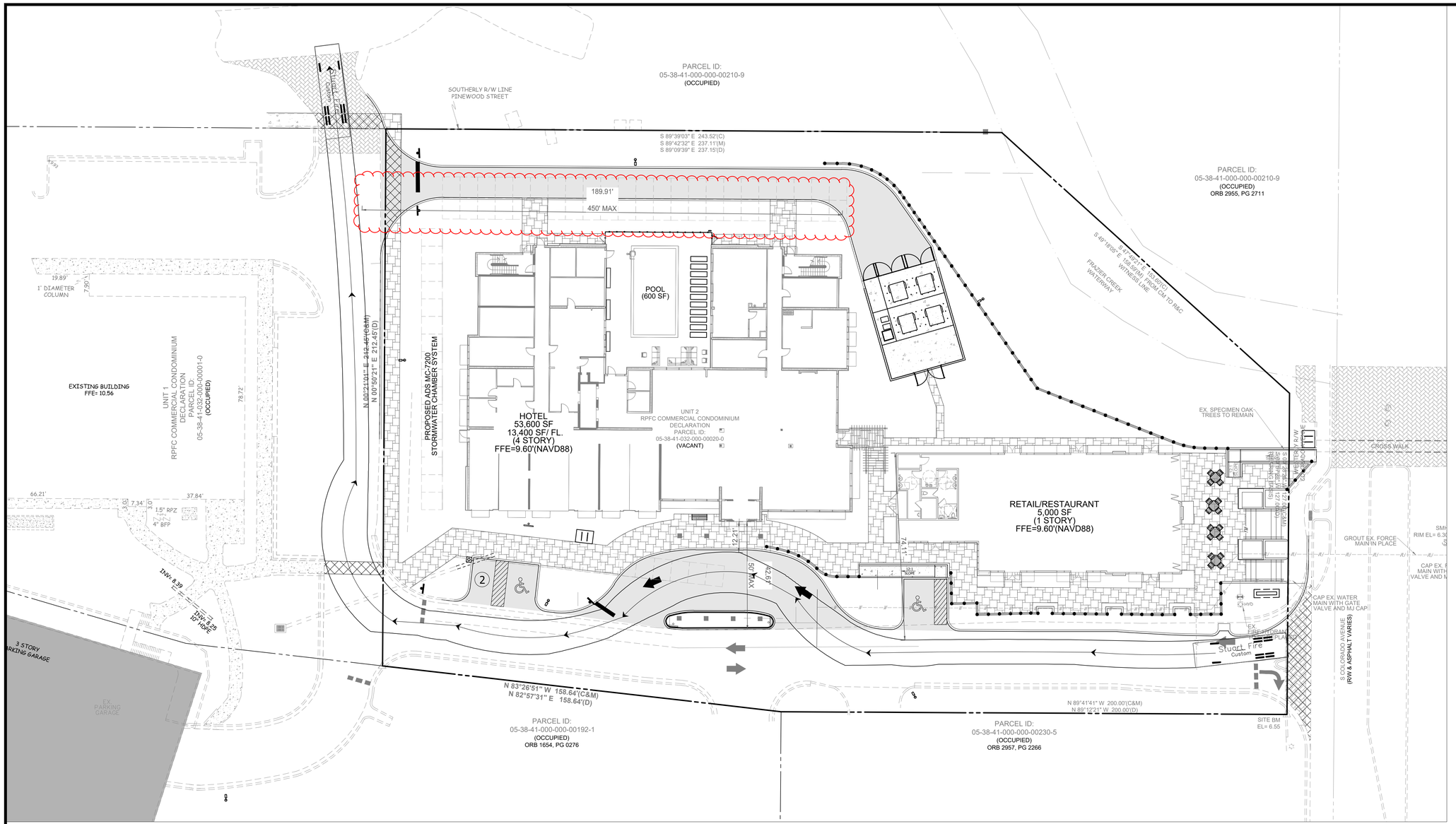
2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8900 EAST- A1A TO US1

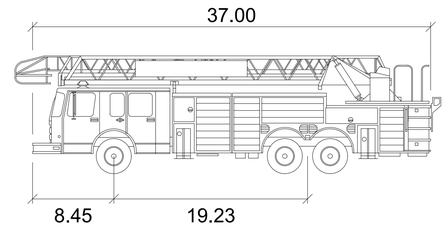
MOCF: 0.92

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	0.98	1.07
2	01/03/2021 - 01/09/2021	0.99	1.08
3	01/10/2021 - 01/16/2021	1.00	1.09
4	01/17/2021 - 01/23/2021	0.98	1.07
5	01/24/2021 - 01/30/2021	0.97	1.05
* 6	01/31/2021 - 02/06/2021	0.95	1.03
* 7	02/07/2021 - 02/13/2021	0.94	1.02
* 8	02/14/2021 - 02/20/2021	0.92	1.00
* 9	02/21/2021 - 02/27/2021	0.92	1.00
*10	02/28/2021 - 03/06/2021	0.91	0.99
*11	03/07/2021 - 03/13/2021	0.91	0.99
*12	03/14/2021 - 03/20/2021	0.90	0.98
*13	03/21/2021 - 03/27/2021	0.91	0.99
*14	03/28/2021 - 04/03/2021	0.92	1.00
*15	04/04/2021 - 04/10/2021	0.92	1.00
*16	04/11/2021 - 04/17/2021	0.93	1.01
*17	04/18/2021 - 04/24/2021	0.94	1.02
*18	04/25/2021 - 05/01/2021	0.95	1.03
19	05/02/2021 - 05/08/2021	0.97	1.05
20	05/09/2021 - 05/15/2021	0.98	1.07
21	05/16/2021 - 05/22/2021	0.99	1.08
22	05/23/2021 - 05/29/2021	1.00	1.09
23	05/30/2021 - 06/05/2021	1.02	1.11
24	06/06/2021 - 06/12/2021	1.03	1.12
25	06/13/2021 - 06/19/2021	1.04	1.13
26	06/20/2021 - 06/26/2021	1.05	1.14
27	06/27/2021 - 07/03/2021	1.05	1.14
28	07/04/2021 - 07/10/2021	1.06	1.15
29	07/11/2021 - 07/17/2021	1.07	1.16
30	07/18/2021 - 07/24/2021	1.07	1.16
31	07/25/2021 - 07/31/2021	1.08	1.17
32	08/01/2021 - 08/07/2021	1.08	1.17
33	08/08/2021 - 08/14/2021	1.09	1.18
34	08/15/2021 - 08/21/2021	1.10	1.20
35	08/22/2021 - 08/28/2021	1.10	1.20
36	08/29/2021 - 09/04/2021	1.10	1.20
37	09/05/2021 - 09/11/2021	1.09	1.18
38	09/12/2021 - 09/18/2021	1.09	1.18
39	09/19/2021 - 09/25/2021	1.08	1.17
40	09/26/2021 - 10/02/2021	1.07	1.16
41	10/03/2021 - 10/09/2021	1.05	1.14
42	10/10/2021 - 10/16/2021	1.04	1.13
43	10/17/2021 - 10/23/2021	1.04	1.13
44	10/24/2021 - 10/30/2021	1.03	1.12
45	10/31/2021 - 11/06/2021	1.03	1.12
46	11/07/2021 - 11/13/2021	1.03	1.12
47	11/14/2021 - 11/20/2021	1.03	1.12
48	11/21/2021 - 11/27/2021	1.02	1.11
49	11/28/2021 - 12/04/2021	1.01	1.10
50	12/05/2021 - 12/11/2021	0.99	1.08
51	12/12/2021 - 12/18/2021	0.98	1.07
52	12/19/2021 - 12/25/2021	0.99	1.08
53	12/26/2021 - 12/31/2021	1.00	1.09

* PEAK SEASON

08-MAR-2022 12:36:27 830UPD 4_8900_PKSEASON.TXT





Stuart Fire

	feet
Width	: 9.60
Track	: 8.40
Lock to Lock Time	: 6.0
Steering Angle	: 39.3

Darren C Guettler
Digitally signed by Darren C Guettler
DN: C=US,E=dguettler@velcon-eng.com,O=VELCON ENGINEERING & SURVEYING, LLC,CN=Darren C Guettler
Date: 2023.11.14 11:17:38-05'00'

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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VELCON
ENGINEERING & SURVEYING, LLC
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT:
CREEKSIDE HOTEL/RETAIL

CLIENT:
RAJ PATEL
CITY OF STUART FLORIDA

DARREN GUETTLER LICENSE NO. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

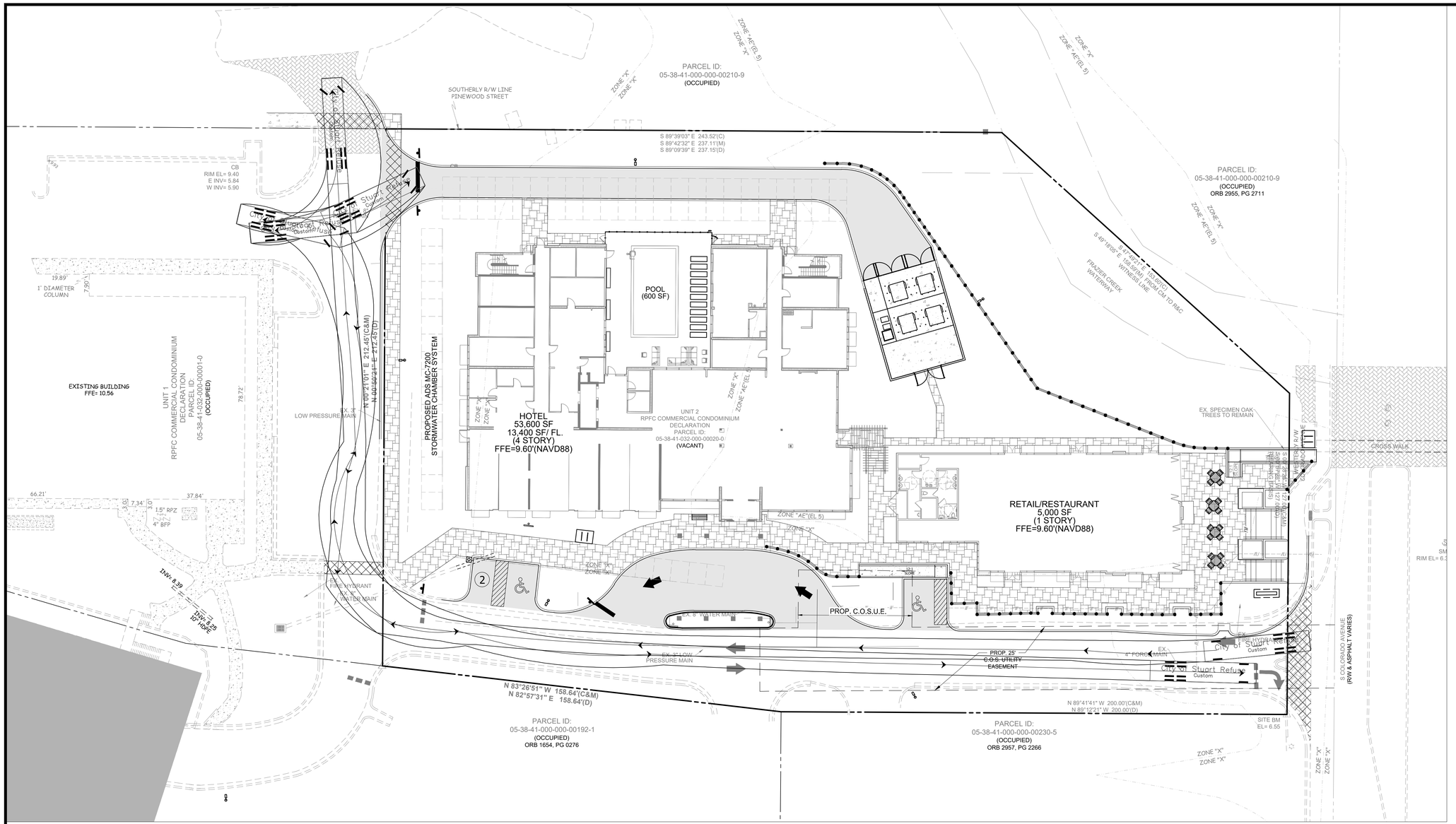
DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
11/14/23

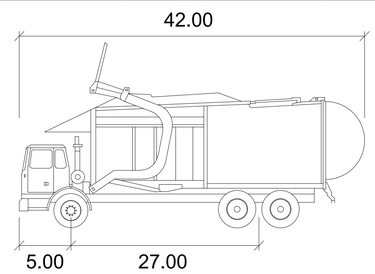
PROJECT No.:	22-1036
DRAWN BY:	LG
CHECKED BY:	JM
DATE:	04/20/2023
CAD I.D.:	AUTOTURN

SHEET TITLE:
FIRE TRUCK AUTOTURN EXHIBIT

SHEET NUMBER:
EX-1

Printed on Tuesday, November 14, 2023, 11:15 AM by Jacob McKellon — K:\ACTIVE FILES\JM\PATEL\CREEKSIDE HOTEL\AUTOTURN\





City of Stuart Refuse

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

Darren C Guettler
Digitally signed by Darren C Guettler
DN: CN=Darren C Guettler, O=Velcon, OU=A01410D000001B5FDE2C5600200005, C=US
Date: 2023.09.28 18:25:36-04'00'

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
--	-----	-----

NOT FOR CONSTRUCTION

PROJECT:
CREEKSIDE
HOTEL/RETAIL

CLIENT:
RAJ
PATEL
CITY OF STUART
FLORIDA

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
9/28/23

PROJECT No.:	22-1036
DRAWN BY:	LG
CHECKED BY:	JM
DATE:	04/20/2023
CAD I.D.:	AUTOTURN

SHEET TITLE:
GARBAGE TRUCK AUTOTURN EXHIBIT

SHEET NUMBER:
EX-2

Printed on Thursday, September 28, 2023, 6:23 PM by Jacob McClellan

LEGAL DESCRIPTION:

UNIT 2, ROYAL PALM FINANCIAL CENTER COMMERCIAL CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF ROYAL PALM FINANCIAL CENTER, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ADDRESS: TBD COLORADO AVENUE
STUART, FLORIDA

NOTES:

SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON ARE RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM GRID NORTH, NORTH AMERICAN DATUM OF 1983, (1990 ADJUSTMENTS). REFERENCE BEARING OF S 00°28'26" W ALONG THE WESTERLY RIGHT OF WAY LINE OF S COLORADO AVENUE. ALL OTHER BEARINGS ARE RELATIVE THERETO.

LEGAL DESCRIPTION FROM STEVEN J BROWN BOUNDARY SURVEY, JOB NUMBER 3350-30-01, DATED 06-16-2018, ORB 2499, PG 1294.

ELEVATIONS ARE IN FEET AND RELATED TO THE MARTIN COUNTY BENCHMARK "MLK-GA", HAVING A PUBLISHED ELEVATION OF 9.74 FEET NAVD (NORTH AMERICAN VERTICAL DATUM). ALL OTHER ELEVATIONS ARE RELATIVE THERETO.

PROPERTY LIES IN F.I.R.M. ZONE "X" AND "AE" (EL 5), AS PER MAP NUMBER 12085C0134H, DATED 2/19/20. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NUMBER: 10768019
DATED SEPTEMBER 19, 2022 AT 5:00 PM

EXCEPTIONS TABLE

EXCEPTION No.	O.R. BOOK	PAGE(S)	DESCRIPTION
5	2480 2519	2115 2732	RECIPROCAL EASEMENT AFFECTS BLANKET IN NATURE AMENDMENT AFFECTS UNITS 1&2
6	2499	1296	TERMS, CONDITIONS, EASEMENTS AFFECT UNITS 1&2
7	2905 2905	115 127	NON-EXCLUSIVE SEWAGE FORCEMAIN EASEMENT AFFECTS PLOTTED ON SURVEY NON-EXCLUSIVE SEWAGE FORCEMAIN EASEMENT AFFECTS PLOTTED ON SURVEY
8	2969	2188	ADMINISTRATIVE VARIANCE AFFECTS NON-PLOTTABLE PARKING SHOWN ON SURVEY

E 1/4 CORNER SECTION 5
TWP 38S, R6E 41E
CCR #0031724
NOT FND

LEGEND

ABD	= ABANDONED
BFP	= BACK FLOW PREVENTER
BM	= BENCHMARK
BOT	= BOTTOM
(C)	= CALCULATED
C/O	= CUT OUT
CB	= CATCH BASIN
CCR	= CERTIFIED CORNER RECORD
CI	= CURB INLET
CLF	= CHAIN LINK FENCE
CM	= CONCRETE MONUMENT
CONC	= CONCRETE
COR	= CORNER
CS	= CONCRETE SLAB
CW	= CONCRETE WALK
(D)	= DEED
DC	= TYPE "D" CURB
DMH	= DRAINAGE MANHOLE
DUE	= DRAINAGE & UTILITY EASEMENT
EL	= ELEVATION
EP	= EDGE OF PAVEMENT
ESB	= ELECTRIC SERVICE BOX
FC	= TYPE "F" CURB
FDC	= FIRE DEPARTMENT CONNECTION
FFE	= FINISH FLOOR ELEVATION
FND	= FOUND
HDPE	= HIGH DENSITY POLYETHYLENE
HYD	= FIRE HYDRANT
ICV	= IRRIGATION CONTROL VALVE
ID	= IDENTIFICATION
INV	= INVERT
IR	= IRON ROD
LB	= LICENSE BUSINESS
LP	= LIGHT POLE
(M)	= MEASURED DISTANCE
MHWL	= MEAN HIGH WATER LINE
MN&D	= MAGNETIC NAIL & DISK
NAVD	= NORTH AMERICAN VERTICAL DATUM
OHE	= OVERHEAD ELECTRIC
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DISTANCE
PG	= PAGE
PL	= PROPERTY LINE
PK&W	= PARKER KALON NAIL & WASHER
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PSM	= PROFESSIONAL SURVEYOR & MAPPER
RA	= TYPE "RA" CURB
R&C	= IRON ROD & CAP
RGE	= RANGE
RPZ	= REDUCED PRESSURE ZONE
RRS	= RAILROAD SPIKE
R/W	= RIGHT OF WAY
WM	= WATER METER
TOB	= TOP OF BANK
TOE	= TOE OF SLOPE
TRANS	= TRANSFORMER
TWP	= TOWNSHIP
SMH	= SEWER MANHOLE
SV	= SEWER VALVE
VC	= VALLEY CURB
WV	= WATER VALVE
× 4.8	= SPOT ELEVATION
	= WOOD POWER POLE
	= CATCH BASIN
	= GUY ANCHOR
	= POSTED SIGN
	= DRAINAGE MANHOLE
	= SITE BENCHMARK

PINEWOOD STREET
(SW 7TH STREET)
(60' R/W)
PB 1, PG 46

PARCEL ID:
05-38-41-000-000-00210-9
(OCCUPIED)

PARCEL ID:
05-38-41-000-000-00210-9
(OCCUPIED)
ORB 2955, PG 2711

SOUTHERLY R/W LINE PINEWOOD STREET

COR N 0.5' OF PL

COR S 0.2' OF PL

P (C) CS/TRANS N 0.2' OF PL

S 89°39'03" E 243.52'(C)
S 89°42'32" E 237.11'(M)
S 89°09'39" E 237.15'(D)

FND 5/8" R&C
"LB 4049"

FND 4"X4" CM
NO ID
N 0.28', W 6.41'

EAST LINE OF THE SOUTHEAST 1/4

N 00°28'26" E 2640.12'(C)

S 47°49'21" E 153.60'(C)
S 47°49'21" E 155.89'(M) FROM CM TO R&C
WITNESS LINE

MHWL
EL= -0.50 NAVD88
PER TIDE STATION
ID: 2357

FRAZIER CREEK
WATERWAY

UNIT 1
RPFC COMMERCIAL CONDOMINIUM
DECLARATION
PARCEL ID:
05-38-41-032-000-00001-0
(OCCUPIED)

EXISTING BUILDING
FFE= 10.56

UNIT 2
RPFC COMMERCIAL CONDOMINIUM
DECLARATION
PARCEL ID:
05-38-41-032-000-00020-0
(VACANT)

SITE BM
FND 1/2" R&C
NO ID
EL= 4.28

N 00°21'01" E 212.45'(C&M)
N 00°50'21" E 212.45'(D)

FORCEMAIN EASEMENT ORB 2905, PG 115

FORCEMAIN EASEMENT ORB 2905, PG 127

ORB 1288 PG 687

EASEMENT ORB 1288, PG 687

CONCRETE PARKING

FLUME

ASPHALT

CONC WALL

3 STORY PARKING GARAGE

STAIRS

PROPANE TANKS

EXISTING BUILDING
FFE= 10.56

1' DIAMETER COLUMN

COVERED CONCRETE ENTRANCE

6' CLF

4' CW

6' CW

5' CW

15" HDPE

12" HDPE

CB
RIM EL= 9.40
E INV= 5.84
W INV= 5.90

CB
RIM EL= 7.37
S INV= 5.39
W INV= 5.26
BOT= 3.56

CB
RIM EL= 7.39
E INV= 5.43
BOT= 3.58

CB
RIM EL= 8.96
E INV= 3.64

INV= 4.85

INV= 4.82

INV= 3.33

FND MN&D
"PSM 4049"
SITE BM
EL= 8.80

N 83°26'51" W 158.64'(C&M)
N 82°57'31" W 158.64'(D)

POB
FND 5/8" R&C
"LB 4049"

N 89°41'41" W 200.00'(C&M)
N 89°12'21" W 200.00'(D)

FND PK&W
"PSM 4049"
SITE BM
EL= 6.55

PARCEL ID:
05-38-41-000-000-00192-1
(OCCUPIED)
ORB 1654, PG 0276

PARCEL ID:
05-38-41-000-000-00230-5
(OCCUPIED)
ORB 2957, PG 2266

N 00°28'26" E
109.22'(C)
N 00°57'28" E
110.00'(D)

N 89°41'23" E
218.61'(C)
N 89°12'21" W
220.06'(D)

N 00°28'26" E 127.00'(C&M)
N 00°57'28" W 127.00'(D)
(BASIS OF BEARINGS)

WESTERLY R/W COLORADO AVENUE

S COLORADO AVENUE
(R/W & ASPHALT VARIES)

PAVERS

DMH
RIM EL= 6.95

DMH
RIM EL= 6.99

CROSS WALK

SMH
RIM EL= 6.30

CT
RIM EL= 5.76

CT
RIM EL= 5.70

LANDSCAPED MEDIAN

ICV

N 00°28'26" E 950.00'(D)

POC
SE CORNER SECTION 5
TWP 38S, R6E 41E
CCR #0031721
FND RRS NO ID

ZONE "X"
ZONE "AE"(EL 5)

NOTES:

A TITLE SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUBSURFACE UTILITIES AND OR FEATURES MAY EXIST.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PUBLIC WATER & SEWER AVAILABLE.

THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.

ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

PARCEL CONTAINS 70,754 SQUARE FEET OR 1.62 ACRES MORE OR LESS TO MEAN HIGH WATER LINE.

COORDINATES WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL HORIZONTAL ACCURACY IS 0.05 FOOT PLUS OR MINUS.

ELEVATIONS WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL VERTICAL ACCURACY IS 0.10 FOOT PLUS OR MINUS.

NOTES:

BOUNDARY & TOPOGRAPHICAL SURVEY FIELD DATE: 11-22-22.
UPDATE SURVEY FIELD DATE: 9-15-23.

CERTIFIED TO: THE MAYFAIR LLC.

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY & TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 22, 2022 I FURTHER CERTIFY THAT THIS BOUNDARY & TOPOGRAPHIC SURVEY MEETS THE STANDARD OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

Francis N Guettler
2023.09.28 15:57:54-04'00'

FRANCIS N. GUETTLER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)#7473

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1449 NW COMMERCE CENTRE DRIVE
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com

VELCON
ENGINEERING & SURVEYING

BOUNDARY AND TOPOGRAPHIC SURVEY

DECLARATION OF CONDOMINIUM OF ROYAL PALM FINANCIAL CENTER UNIT 2, OFFICIAL RECORDS BOOK 2499, PAGE 1296

PREPARED FOR
THE MAYFAIR LLC

BY	DATE	REVISIONS
SC	9/21/23	UPDATED SURVEY

DRAWN BY: SC
APPROVED BY: F.N.G.
SCALE: 1" = 20'
DATE: 11/21/22
FIELD BOOK/PAGES: SURVEY MAP

JOB NUMBER: 22-1036

SHEET: 1 OF 1

LANDSCAPE DATA

STUART LANDSCAPE CODE	REQUIRED	PROVIDED
OPEN SPACE REQUIREMENT	20% (.32 ACRE)	34.26% (.56 ACRE)
COMMERCIAL TREE REQUIREMENT	24	24
CODE: 1 TREE PER 2,500 SF OF COMMERICAL USAGE		
HOTEL: 13,400 SF PER FLOOR X 4 STORIES = 53,600 SF		
RETAIL: 5,000 SF, 1 STORY		
53,600 SF HOTEL + 5,000 RETAIL = 58,600 SF TOTAL COMMERCIAL		
58,600 SF / 2,500 SF = 23.44 ~ 24 TREES		
(GREEN BUTTONWOOD: 16, CLUSIA: 1, SEA GRAPE: 2, OAK: 3, RELOCATED OAK: 2 = 24)		
NATIVE REQUIREMENT	50%	50%

CREEK DISTRICT ADOPTED CODE REQUIREMENTS	REQUIRED	PROVIDED
1 TREE PER 30 LINEAR FEET OF LOT FRONTAGE		
WEST: SW A STREET --- 212 FT / 30 FT = 7.00	7	7
(CLUSIA: 4, GREEN BUTTONWOOD: 3 = 7)		
SOUTH: SW A STREET --- 359 FT / 30 FT = 11.96	12	15
(EXISTING OAKS: 11, OAK: 4 = 15)		
EAST: COLORADO AVE --- 127 FT / 30 FT = 4.2	5	6
(EXISTING OAKS: 5, RELOCATED OAK: 1= 6)		
TOTAL:	**24**	**28**

CREEK DISTRICT ADOPTED CODE - LANDSCAPE BUFFER	REQUIRED	PROVIDED
Section 6.04.06B.2.b: A buffer not less than 15 ft in width shall be provided along the common boundary between the side and rear of any proposed use and a residential or residential zoning district that is separated by a street, road,or other right-of-way of less than 100 ft in width.		
1 SHADE TREE PER EVERY 30' OC		
BUFFER LENGTH: 241 FT / 30 FT = 8.03	9	23
SHADE TREE DEFINED AS 14' HT & DBH OF 2 1/2"		
(CLUSIA: 5, SILVER BUTTONWOOD: 18 = 23)		

PLANT SCHEDULE

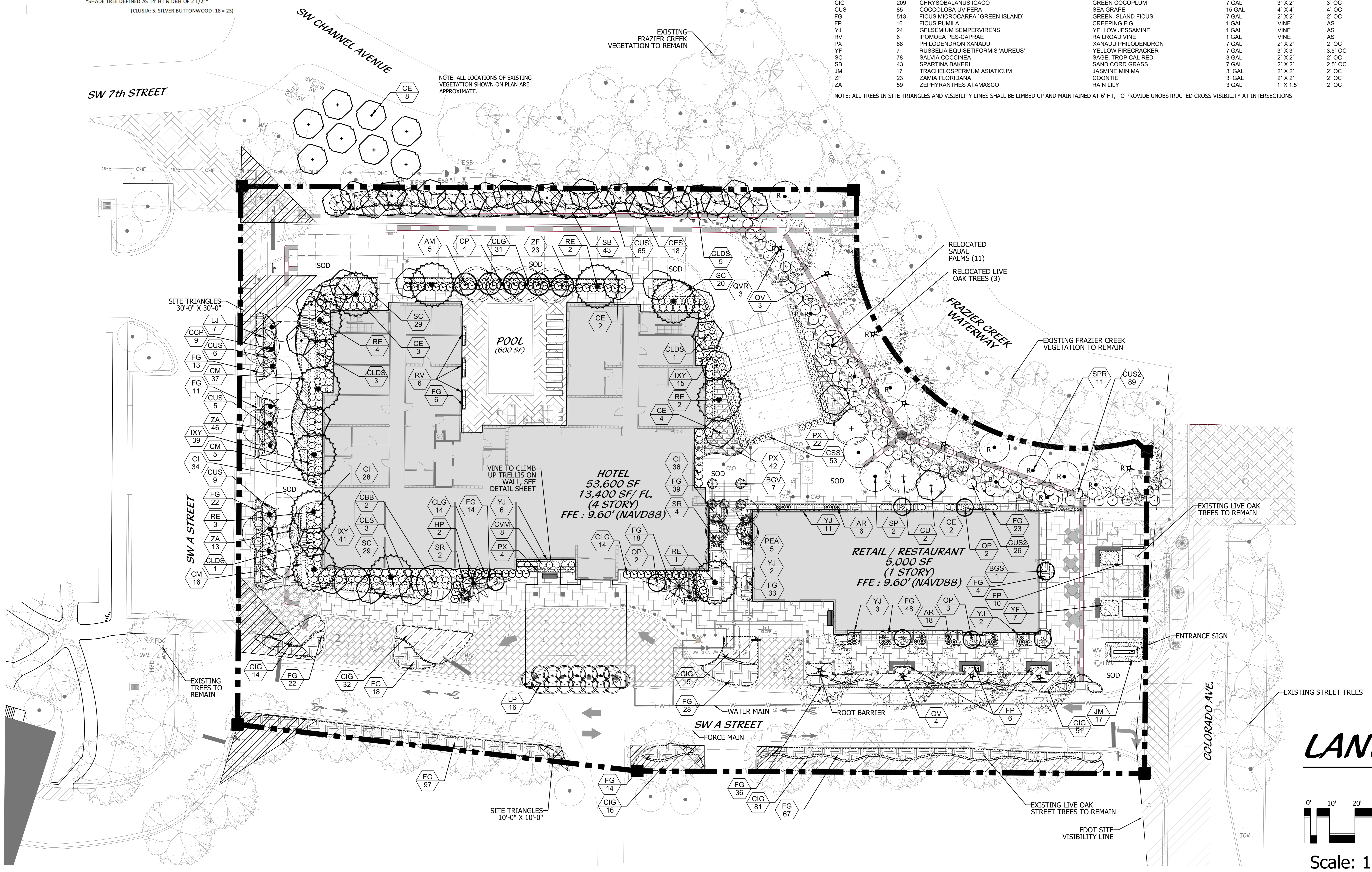
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BGS	1	BOUGAINVILLEA X 'NEW RIVER' aka 'PALM BEACH PURPLE'	PURPLE BOUGAINVILLEA STANDARD	25 GAL	1" CAL	5` HT X 3` SPRD	N	STANDARD, FULL & THICK, FF
CBB	2	CALOPHYLLUM BRASILIENSE	BRAZILIAN BEAUTYLEAF	65 GAL	3" CAL	15` HT	N	SINGLE TRUNK, STANDARD, FF
CLDS	10	CLUSIA ROSEA	CLUSIA TREE	45 GAL	2" CAL	14` HT X 6` SPRD	Y	FULL CANOPY, STANDARD, 4` CT
CU	2	COCCOLOBA UVIFERA	SEA GRAPE	65 GAL	4" CAL	16` HT	Y	SINGLE TRUNK, STANDARD, FF
CE	19	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	45 GAL	2" CAL	14` HT X 6` SPRD	Y	FULL CANOPY, STANDARD, SINGLE TRUNK, FF
CES	21	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD	45 GAL	2" CAL	14` HT X 6` SPRD	Y	FULL CANOPY, STANDARD, SINGLE TRUNK, FF
LJ	7	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	30 GAL	MULTI TRUNK	6` HT X 5-6` SPRD	N	FULL CANOPY, MULTI-STEM, LIMB UP
QV	7	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	FIELD GROWN	4" DBH	14`-16` OA	Y	FF, DOUBLE DUG ROOT BALL, 4" DBH 14' HT. MIN.
QVR	3	QUERCUS VIRGINIANA	RELOCATED SOUTHERN LIVE OAK	NA	18" DBH	RELOCATED	Y	RELOCATED OAK TREE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
AM	5	ADONIDIA MERRILLII	CHRISTMAS PALM	FIELD GROWN	NA	6` CT	N	FULL CANOPY, SINGLE TRUNK, FF
OP	7	COCCOTHRINAX CRINITA	OLD MAN PALM	25 GAL	NA	5` OA X 5` SPRD	N	FOUR STEM MIN., LIMB UP 2`, FF
CCP	9	COCOS NUCIFERA	CURVED COCONUT PALM	FIELD GROWN	NA	10`, 16`, OR 22` CT, STGG	N	SINGLE, CURVED TRUNK, MIXED HEIGHTS 10', 16', 22' OA, FF
CP	4	COCOS NUCIFERA	COCONUT PALM	FIELD GROWN	NA	14` GW	N	SINGLE, STRAIGHT TRUNK
HP	2	DICTYOSPERMA ALBUM	HURRICANE PALM	FIELD GROWN	NA	10` CT	N	SINGLE, STRAIGHT TRUNK, FF
PEA	5	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	FIELD GROWN	NA	12`-14` OA	N	FULL CANOPY, SINGLE TRUNK
LP	16	RHAPIS EXCELSA	LADY PALM	15 GAL	NA	5`-6` HT	N	FULL CANOPY, FF
RE	12	ROYSTONEA ELEGATA	ROYAL PALM	FIELD GROWN	NA	20` GW	Y	FULL CANOPY, FF
SP	2	SABAL PALMETTO	SABAL PALMETTO	FIELD GROWN	NA	12`, 18`, 24` CT, STGG	Y	SLICK, STRAIGHT TRUNK, FF
SPR	11	SABAL PALMETTO	RELOCATED SABAL PALM	NA	NA	RELOCATED	Y	SLICK TRUNK, RELOCATED

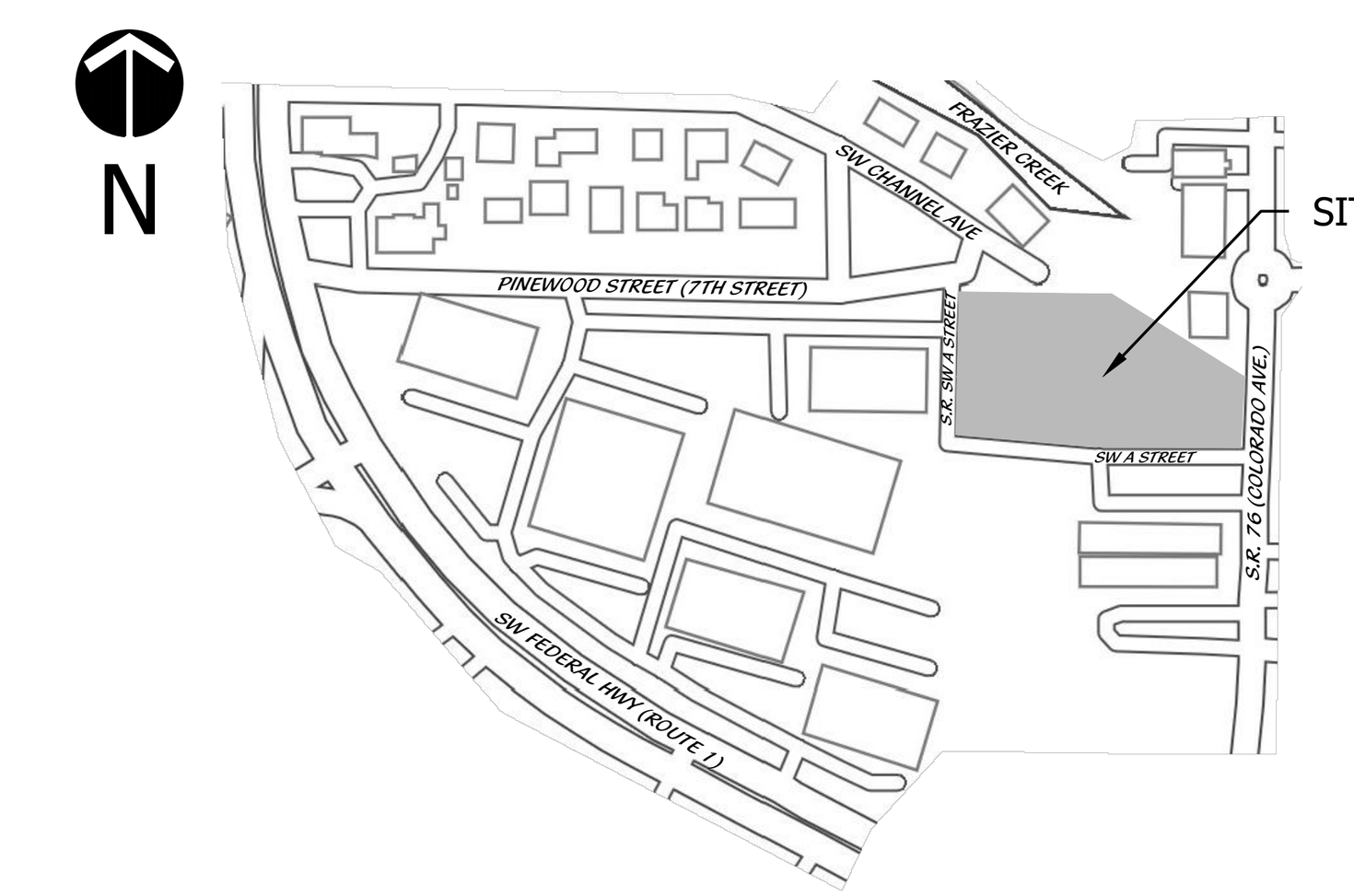
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
AR	24	AECHMEA `PINOT NOIR`	PINOT NOIR BROMELIAD	7 GAL	2` X 2`	2` OC	N	FULL & THICK, SUN GROWN
BGV	7	BOUGAINVILLEA `PALM BEACH PURPLE`	PALM BEACH PURPLE BOUGAINVILLEA VINE	15 GAL	VINE TRELLIS	AS	N	VINE, FULL & THICK, TO GROW ON TRELLIS
CI	98	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	15 GAL	3` X 2`	3` OC	Y	FULL & THICK
CLG	59	CLUSIA GUTTIFERA	CLUSIA	15 GAL	3` X 3`	3` OC	N	FULL & THICK
CUS2	115	COCCOLOBA UVIFERA	SEA GRAPE	15 GAL	4` X 4`	4` OC	Y	FULL & THICK
CVM	8	CODIAEUM VARIEGATUM `MAGNIFICENT`	MAGNIFICENT CROTON	7 GAL	3` X 3`	3` OC	N	FULL & THICK
CSS	53	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	15 GAL	2` x 2`	2` OC	Y	FULL & THICK
IXY	95	IXORA X `MAUI YELLOW`	YELLOW MAUI IXORA	7 GAL	3` X 3`	2` OC	N	FULL & THICK
SR	6	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	15 GAL	3` X 3`	AS	N	FULL & THICK

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
CM	58	CARISSA MACROCARPA `EMERALD BLANKET`	EMERALD BLANKET NATAL PLUM	3 GAL	2` x 2`	2` OC	N	FULL & THICK
CIG	209	CHRYSOBALANUS ICACO	GREEN COCOPLUM	7 GAL	3` X 2`	3` OC	Y	FULL & THICK
CUS	85	COCCOLOBA UVIFERA	SEA GRAPE	15 GAL	4` X 4`	4` OC	Y	FULL & THICK
FG	513	FICUS MICROCARPA `GREEN ISLAND`	GREEN ISLAND FICUS	7 GAL	2` X 2`	2` OC	N	FULL & THICK
FP	16	FICUS PUMILA	CREEPING FIG	1 GAL	VINE	AS	Y	VINE TO CLIMB UP WALL
YJ	24	GELSEMIUM SEMPERVIRENS	YELLOW JESSAMINE	1 GAL	VINE	AS	Y	VINE TO CLIMB UP WALL OR TRELLIS
RV	6	IPOMOEA PES-CAPRAE	RAILROAD VINE	1 GAL	VINE	AS	Y	VINE TO CLIMB UP WALL
PX	68	PHILODENDRON XANADU	XANADU PHILODENDRON	7 GAL	2` X 2`	2` OC	N	FULL & THICK
YF	7	RUSSELIA EQUISETIFORMIS 'AUREUS'	YELLOW FIRECRACKER	7 GAL	3` X 3`	3.5` OC	N	FULL & THICK
SC	78	SALVIA COCCINEA	SAGE, TROPICAL RED	3 GAL	2` X 2`	2` OC	Y	FULL & THICK
SB	43	SPARTINA BAKERI	SAND CORD GRASS	7 GAL	2` X 2`	2.5` OC	Y	FULL & THICK
JM	17	TRACHELOSPERMUM ASIATICUM	JASMINE MINIMA	3 GAL	2` X 2`	2` OC	N	FULL & THICK
ZF	23	ZAMIA FLORIDANA	COONTIE	3 GAL	2` X 2`	2` OC	Y	FULL & THICK
ZA	59	ZEPHYRANTHES ATAMASCO	RAIN LILY	3 GAL	1` X 1.5`	2` OC	Y	FULL & THICK

NOTE: ALL TREES IN SITE TRIANGLES AND VISIBILITY LINES SHALL BE LIMBED UP AND MAINTAINED AT 6' HT, TO PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT INTERSECTIONS



LOCATION MAP



PROJECT TEAM

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LEGEND

HC	HANDICAP
LB	LANDSCAPE BUFFER
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
	HC SIGN STOP SIGN DO NOT ENTER

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

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Creekside Hotel

Stuart, Florida

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REGISTERED LANDSCAPE ARCHITECT DANIEL T. SORROW LA6666979 STATE OF FLORIDA

DESIGNED	LAH/TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	05-12-23
REVISIONS	09-29-23

SHEET 1 OF 2

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF STUART LAND DEVELOPMENT REGULATIONS. THE CITY OF STUART LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF TOWN OF JUPITER, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE TOWN OF JUPITER CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

SOIL SHALL BE THREE INCHES BELOW THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE TOWN OF JUPITER CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

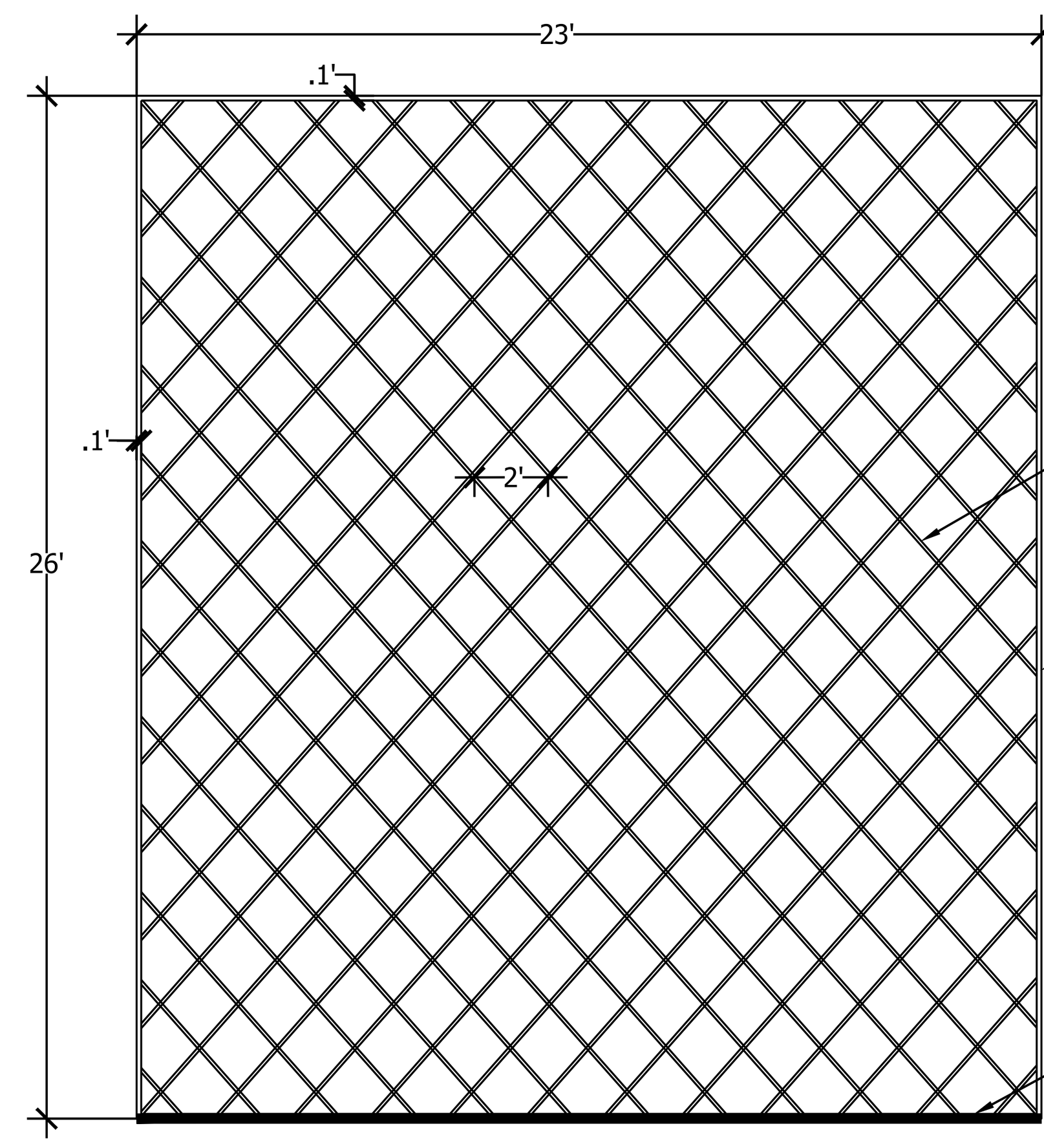
ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

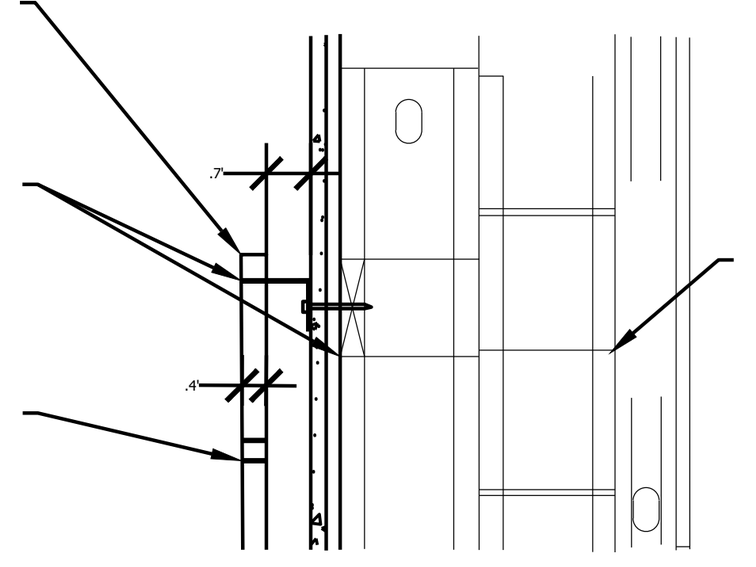
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

TRELLIS DETAIL

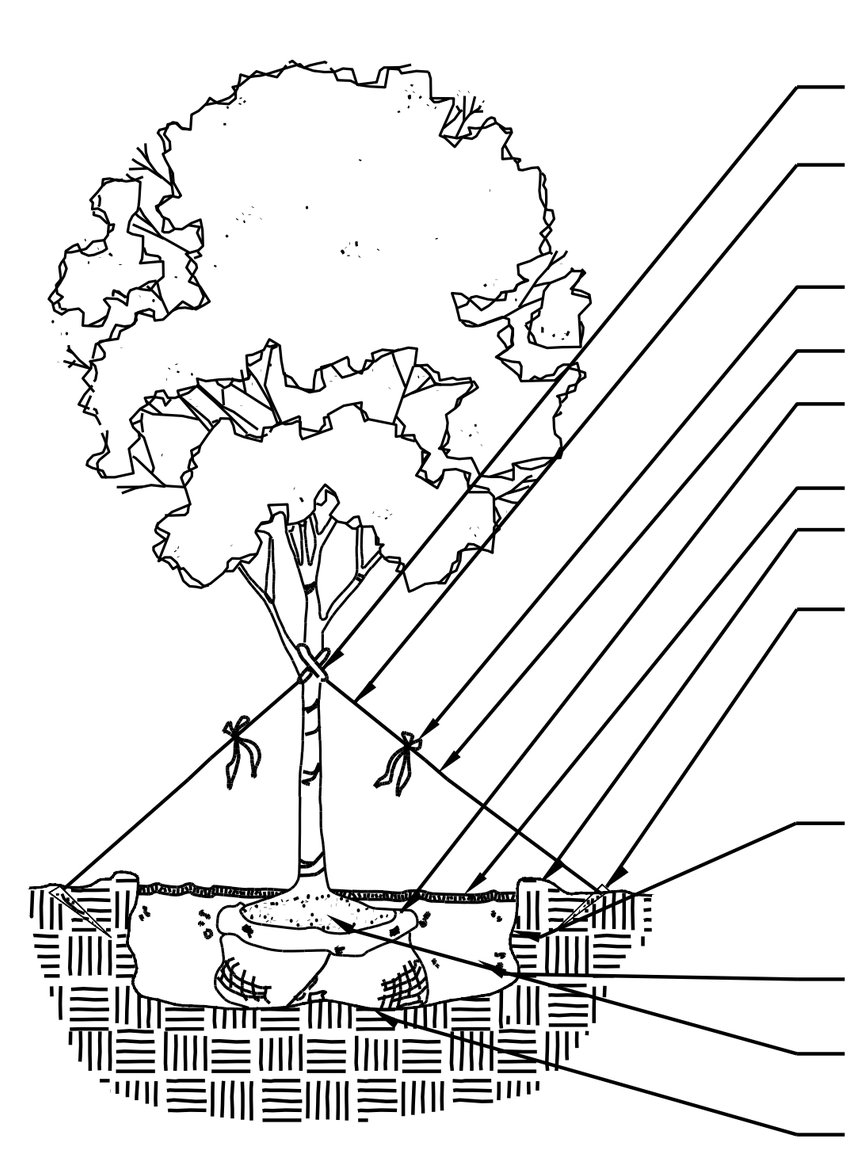


TRELLIS ELEVATION VIEW



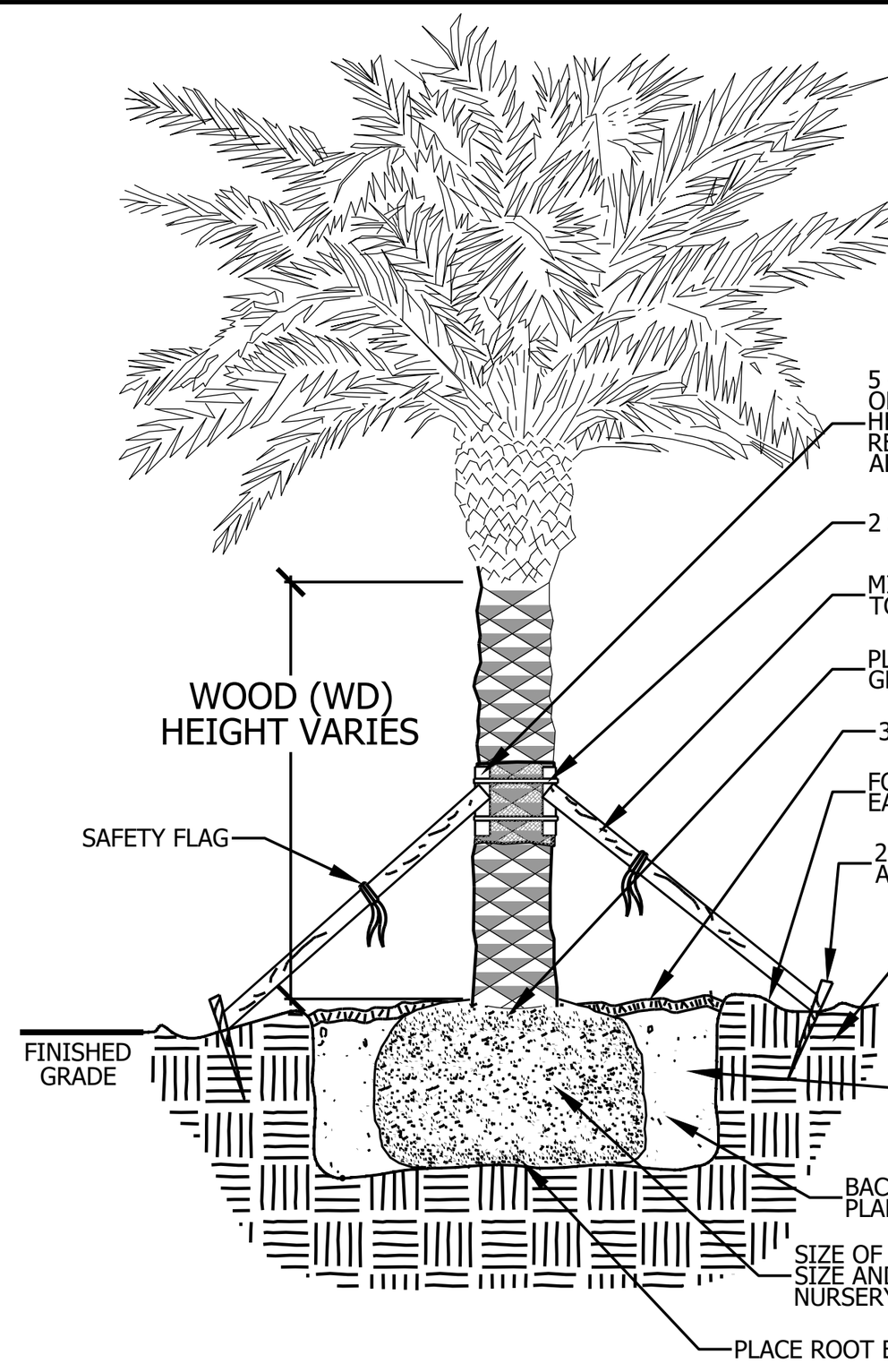
TRELLIS SECTION VIEW

PLANTING DETAILS



LARGE TREE PLANTING DETAIL

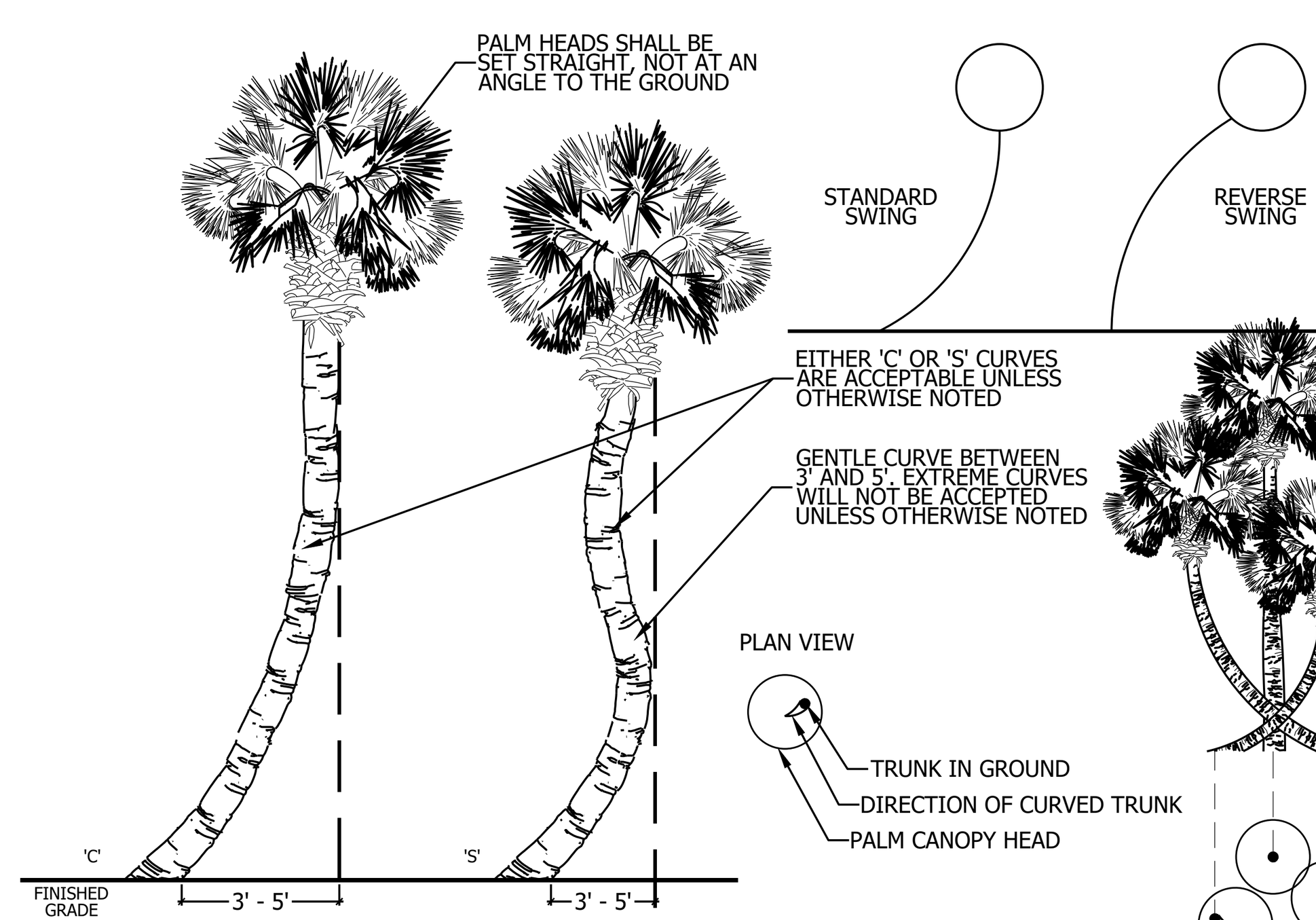
NTS



LARGE PALM PLANTING DETAIL

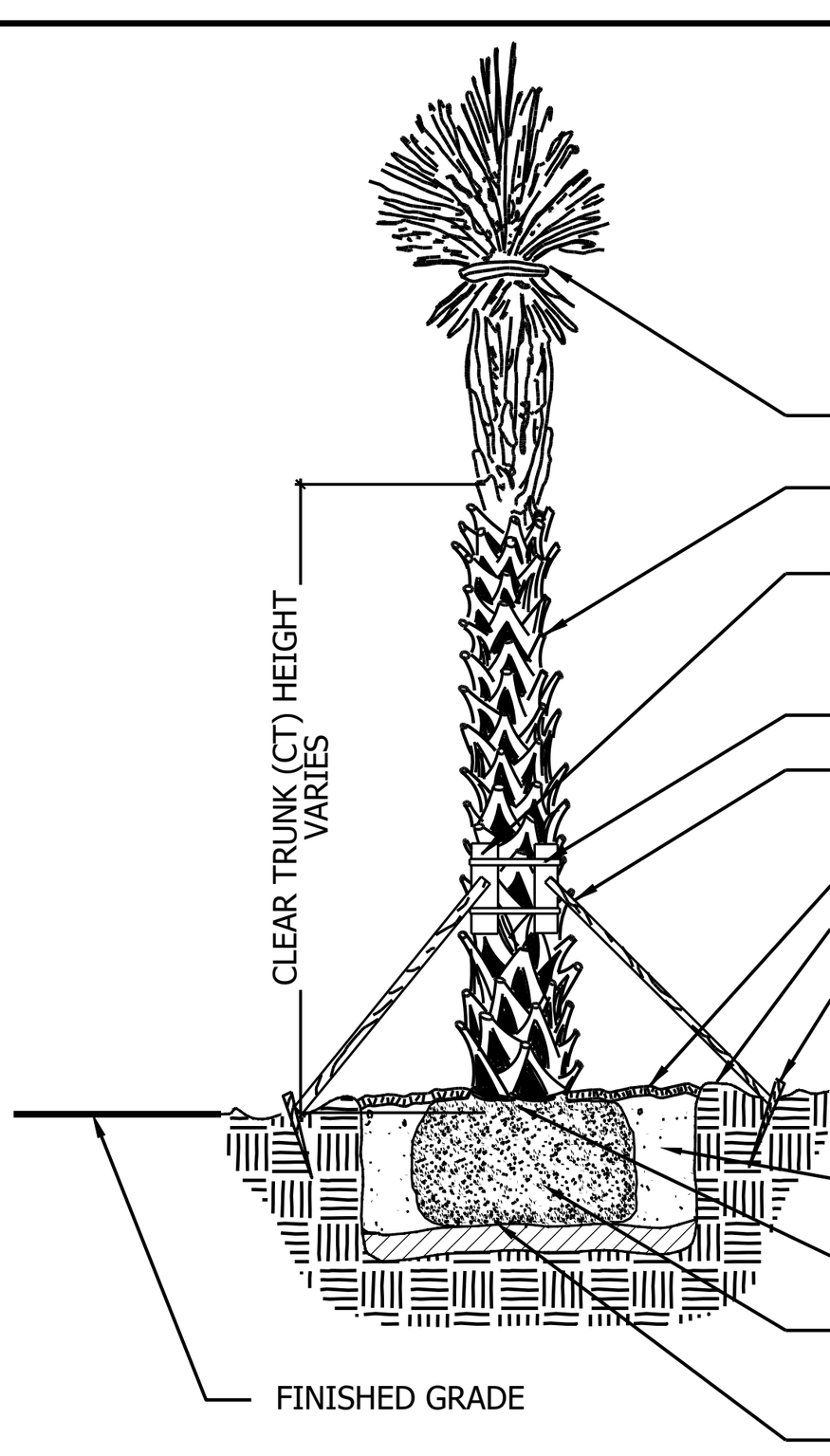
MEDJOOL, CANARY ISLAND, SYLVESTER DATE PALM, ETC.

NTS



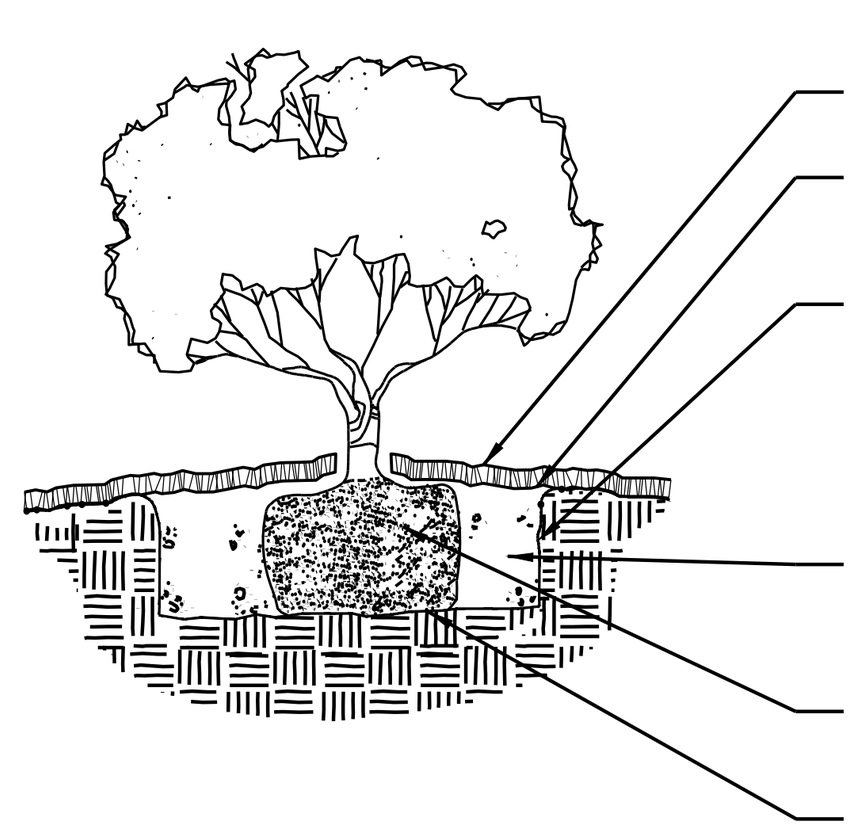
CURVED PALM TRUNK DETAIL

NTS



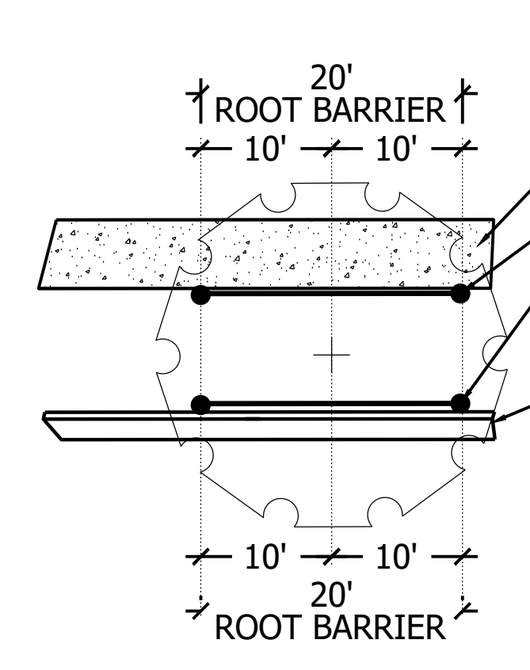
PALM PLANTING DETAIL

NTS



SHRUB/GROUNDCOVER PLANTING DETAIL

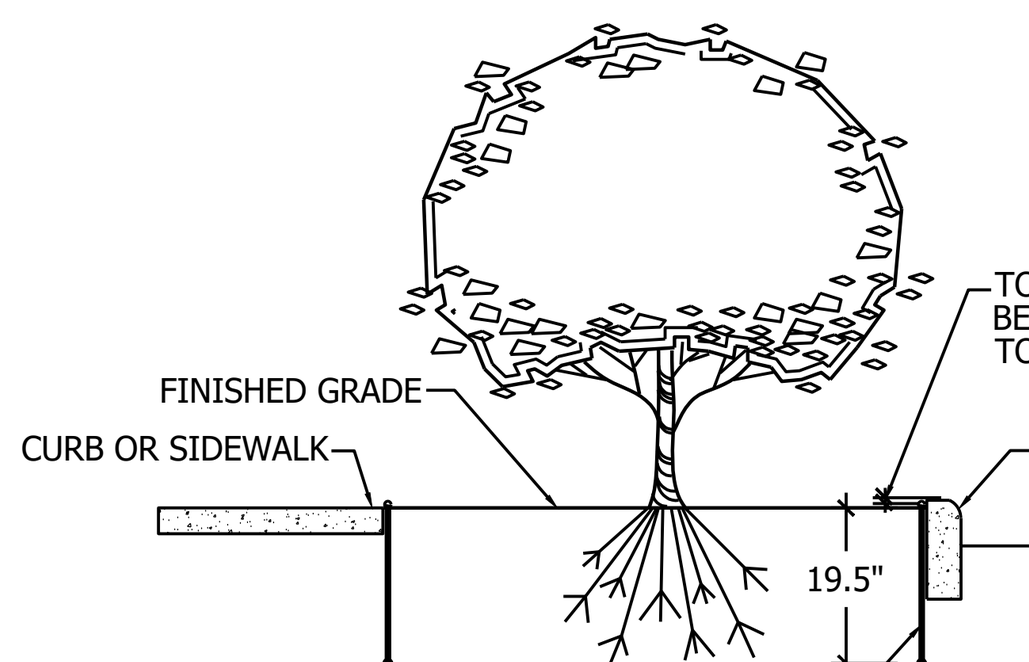
NTS



ROOT BARRIER DETAIL

PLAN VIEW

NTS



ROOT BARRIER DETAIL

SECTION VIEW

NTS

LANDSCAPE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel

Stuart, Florida

Daniel T Sorrow:A01094E0000017C7029936B00002B30

Digitally signed by Daniel T Sorrow:A01094E0000017C7029936B00002B30 Date: 2023.09.27 15:22:37 -04'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL T. SORROW LA6666979 STATE OF FLORIDA

DESIGNED	LAH/TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	05-12-23
REVISIONS	09-29-23

SHEET 2 OF 2

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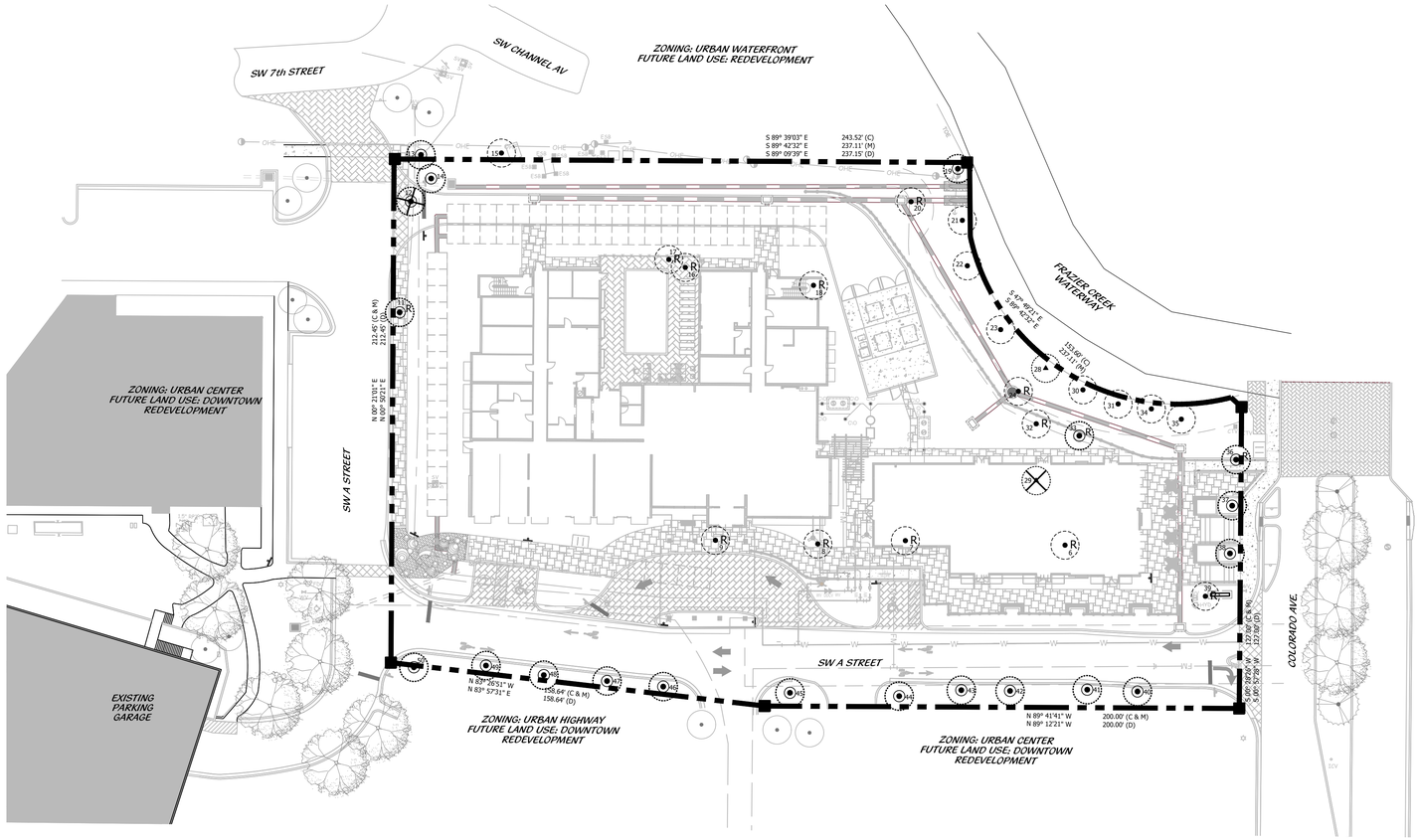
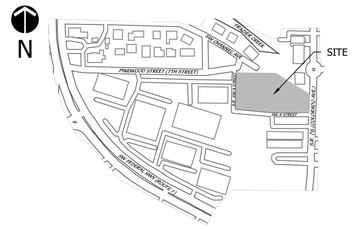


LOCATION MAP



LEGAL DESCRIPTION

UNIT 2, ROYAL PALM FINANCIAL CENTER COMMERCIAL CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF ROYAL PALM FINANCIAL CENTER, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70, 754+/- SQUARE FEET

LEGEND

HC	HANDICAP		HC SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
R	RADIUS		DO NOT ENTER
SB	SETBACK		
SW	SIDEWALK		
TYP	TYPICAL		

PROJECT TEAM

OWNER/CLIENT:
RAJESH PATEL
P.O. BOX 1868
PALM CITY, FL 34991

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

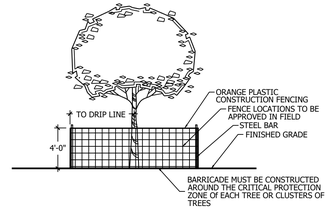
ARCHITECT:
HARTER-ADAMS, P.A.
1370 GENE STREET
WINTER PARK, FL 32789
407.647.5767

ENGINEER:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

SURVEYOR:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

TREE PROTECTION DETAIL

NTS



CONSTRUCTION STANDARD:

DURING PERIODS OF DEVELOPMENT AND CONSTRUCTION, THE AREAS WITHIN THE DRIP-LINE OF PRESERVED TREES SHALL BE MAINTAINED AT THEIR ORIGINAL GRADE WITH PERVIOUS LANDSCAPE MATERIAL WITHIN THESE AREAS. THERE SHALL BE NO TRENCHING OR CUTTING OF ROOTS; NO FILL, COMPACTION OR REMOVAL OF SOIL; AND, NO USE OF CONCRETE, PAINT, CHEMICALS OR OTHER FOREIGN SUBSTANCES.

NOTE:

ALL BARRICADES MUST BE MAINTAINED INTACT FOR THE DURATION OF CONSTRUCTION.

TREE INVENTORY

Tree #	Tree Species		DBH/Height	Proposed Disposition	Mitigate
	Common Name	Botanical Name			
6	CABBAGE PALM	SABAL PALMETTO	8'	RELOCATE	NA
7	CABBAGE PALM	SABAL PALMETTO	12'	RELOCATE	NA
8	CABBAGE PALM	SABAL PALMETTO	12'	RELOCATE	NA
9	CABBAGE PALM	SABAL PALMETTO	12'	RELOCATE	NA
11	LAUREL OAK	QUERCUS LAURIFOLIA	18"	RELOCATE	NA
12	LAUREL OAK	QUERCUS LAURIFOLIA	7"	REMOVE	NO
13	LIVE OAK	QUERCUS VIRGINIANA	7"	PRESERVE	NA
14	LIVE OAK	QUERCUS VIRGINIANA	4"	PRESERVE	NA
15	CABBAGE PALM	SABAL PALMETTO	10'	PRESERVE	NA
16	CABBAGE PALM	SABAL PALMETTO	15'	RELOCATE	NA
17	CABBAGE PALM	SABAL PALMETTO	10'	RELOCATE	NA
18	CABBAGE PALM	SABAL PALMETTO	18'	RELOCATE	NA
19	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA
20	CABBAGE PALM	SABAL PALMETTO	18'	RELOCATE	NA
21	CABBAGE PALM	SABAL PALMETTO	18'	PRESERVE	NA
22	CABBAGE PALM	SABAL PALMETTO	15'	PRESERVE	NA
23	CABBAGE PALM	SABAL PALMETTO	18'	PRESERVE	NA
24	CABBAGE PALM	SABAL PALMETTO	18'	RELOCATE	NA
28	SLASH PINE	PINUS ELLIOTTII	28"	PRESERVE	NA
29	SLASH PINE	PINUS ELLIOTTII	40"	REMOVE	NO
30	CABBAGE PALM	SABAL PALMETTO	12'	PRESERVE	NA
31	CABBAGE PALM	SABAL PALMETTO	12'	PRESERVE	NA
32	CABBAGE PALM	SABAL PALMETTO	16'	RELOCATE	NA
33	LIVE OAK	QUERCUS VIRGINIANA	18"	PRESERVE	NA
34	CABBAGE PALM	SABAL PALMETTO	16'	RELOCATE	NA
35	CABBAGE PALM	SABAL PALMETTO	18'	PRESERVE	NA
36	LIVE OAK	QUERCUS VIRGINIANA	18"	RELOCATE	NA
37	LIVE OAK	QUERCUS VIRGINIANA	18"	PRESERVE	NA
38	LIVE OAK	QUERCUS VIRGINIANA	20"	PRESERVE	NA
39	CABBAGE PALM	SABAL PALMETTO	7'	RELOCATE	NA
40	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA
41	LIVE OAK	QUERCUS VIRGINIANA	10"	PRESERVE	NA
42	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA
43	LIVE OAK	QUERCUS VIRGINIANA	14"	PRESERVE	NA
44	LIVE OAK	QUERCUS VIRGINIANA	10"	PRESERVE	NA
45	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA
46	LIVE OAK	QUERCUS VIRGINIANA	14"	PRESERVE	NA
47	LIVE OAK	QUERCUS VIRGINIANA	5"	PRESERVE	NA
48	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA
49	LIVE OAK	QUERCUS VIRGINIANA	10"	PRESERVE	NA
50	LIVE OAK	QUERCUS VIRGINIANA	12"	PRESERVE	NA

TREE MITIGATION DATA

Tree #	Tree Species		DBH/Height	Enviornmental Rating	Proposed Disposition	Mitigate	Ratio	Replacement Trees Needed	Replacement Trees Provided
	Common Name	Botanical Name							
12	LAUREL OAK	QUERCUS LAURIFOLIA	7"	3	REMOVE	NO	Environmental Specialist Rating Requires Removal	NA	NA
29	SLASH PINE	PINUS ELLIOTTII	40"	3	REMOVE	NO	Environmental Specialist Rating Requires Removal -Codominant Tree-	NA	NA

Total Existing Trees:	41
Total Trees To Be Removed:	2
Total Trees To Be Relocated:	14
Total Trees to Remain:	25

MITIGATION LEGEND

- EXISTING CABBAGE PALMS TO REMAIN
- EXISTING PINES TO REMAIN
- EXISTING OAKS TO REMAIN
- CABBAGE PALMS TO BE RELOCATED
- PINES TO BE REMOVED
- OAKS TO BE REMOVED
- OAKS TO BE RELOCATED

NOTE:
ALL SABAL PALMS TO BE RELOCATED, SEE LANDSCAPE PLAN FOR PROPOSED TRANSPLANT LOCATION.
TREES TO REMAIN WILL BE PROTECTED AND BARRICADED IN PLACE.
REFER TO SHEET THREE FOR TREES TO BE REMOVED REQUIRING MITIGATION. NOT ALL TREES SHOWN ON THIS INVENTORY TO BE REMOVED REQUIRE MITIGATION.
ALL TREES ARE SHOWN FOR CONSTRUCTION AND PRESERVATION PURPOSES.

TREE MITIGATION PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 30'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel

Stuart, Florida

Daniel T Sorrow:A01094E0000017C7029 Digitally signed by Daniel T Sorrow:A01094E0000017C7029 Date: 2023.09.27 04'00'



DESIGNED	TJB
DRAWN	TJB
APPROVED	DTS/LAH
JOB NUMBER	22-1016
DATE	03-07-23
REVISIONS	05-12-23
	09-29-23

SHEET 1 OF 1

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05-38-41-032-000-00020-0

Martin County, FL

Environmental Assessment

Prepared For:
Raj Patel

Prepared By:

Drew Gatewood, MS, PWS
2593 NE Roberta St
Jensen Beach, FL 34957
772-242-7200
813-784-8891

©ARE, Inc. February 2023

The environmental assessment report below has been compiled in accordance with the City of Stuart Development Review Division and previsions set forth by the state of Florida. The parcel is listed by the Martin County Property Appraiser as Parcel ID number 05-38-41-032-000-00020-0 and is a total of 1.62 acres. The property is located in Stuart, Florida. The following report describes the findings of our recent on-site review and database research as it pertains to Martin County, City of Stuart and the State of Florida.

LAND USE RECORDS

The Martin County Property Appraiser's Report lists this property as 2801 Parking Lots.

SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey database the site's soils are comprised of the following:

Urban Land - This miscellaneous area is where the natural soil cannot be readily observed. The soils have been generally altered by grading and shaping, or have been covered with 5 to 12 inches of sandy fill material.

WILDLIFE EVALUATION:

On February 22, 2023, ARE conducted pedestrian transects across 100% of property looking for local, state and federally listed or endangered species present on the site. This survey primarily focused on the presence of gopher tortoise burrows or recent activity. During the pedestrian transects of the property, no gopher tortoise activity was observed on site. No other listed plant or animal species were observed on site during the site visit.

NATIVE HABITAT

The site investigation conducted by ARE, Inc. did not find native upland habitat on the site. The site is cleared and is vacant land. Species observed during the site reconnaissance included the following:

Bahia grass (*Paspalum notatum*)	Guinea Grass (*Panicum maximum*)
Cabbage Palm (Sabal palmetto)	Slash Pine (*Pinus densa*)

WETLAND DELINEATION:

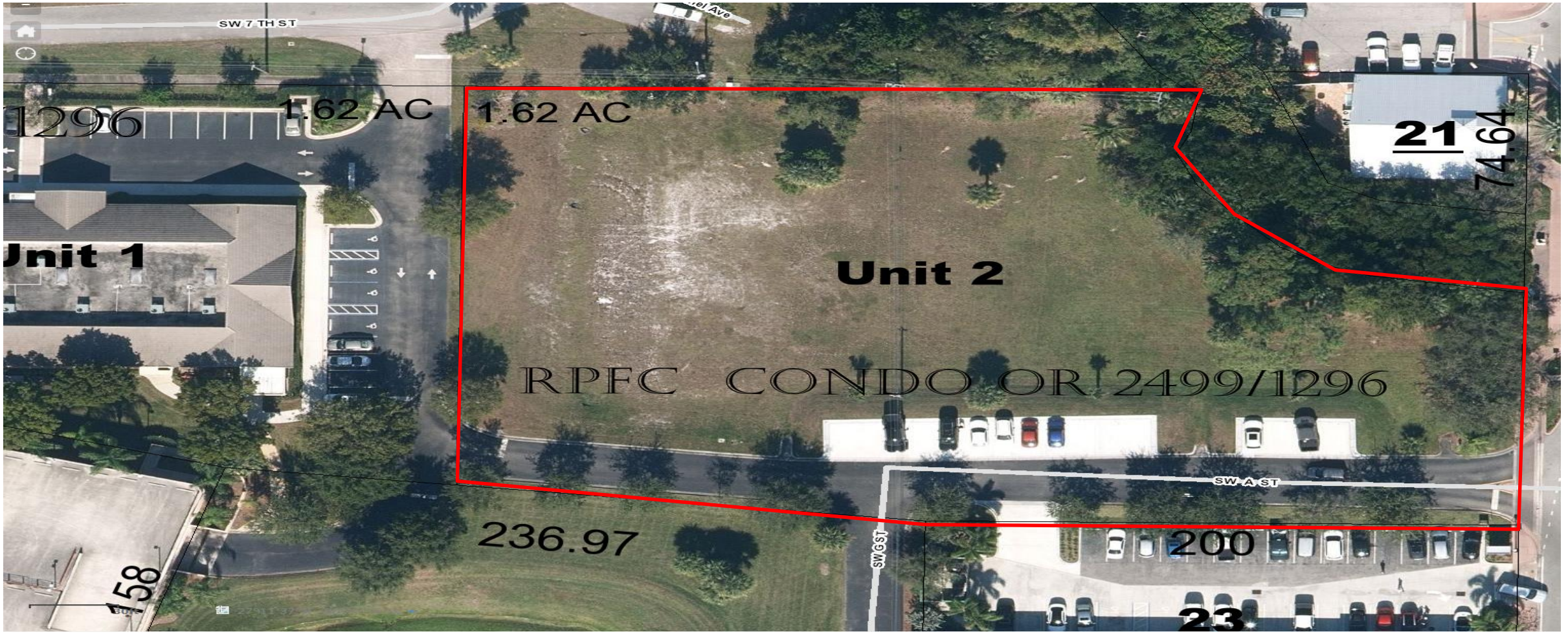
Based on the State definition of a wetland in 62-340 FAC, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were present during the site investigation. ARE concludes this property does include state and federally jurisdictional wetlands on site in its current configuration. A wetland Delineation with the USACOE was conducted (Please See Letter), consisting of the top of bank along Frazier Creek.

CITY REQUIREMENTS

The City will require proof of a completed gopher tortoise survey by a licensed agent. Please submit this document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per FWC regulations a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement. The City will not authorize/issue any permitting without a current gopher tortoise survey. There are several trees on site meeting the City's Tree Protection Standards (See Tree Survey Data). Removing these trees will likely need mitigation approval prior to clearing

CONCLUSION:

Based on City requirements, ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species. Gopher Tortoise activity was not observed on site, and there were no other State or Federally listed species observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation. Native habitat was not determined to be on site due to the previous clearing. It is the professional opinion of ARE, Inc. that there are State and Federally jurisdictional wetlands on the site as the site's characteristics did meet the minimum thresholds required for wetland classification, these wetlands were delineation by the USACOE in March of 2023. There are multiple trees on site meeting protection standards and will likely require mitigation prior to being removed.



2/23/2023 | Property Appraiser Map | Map Source: Martin County

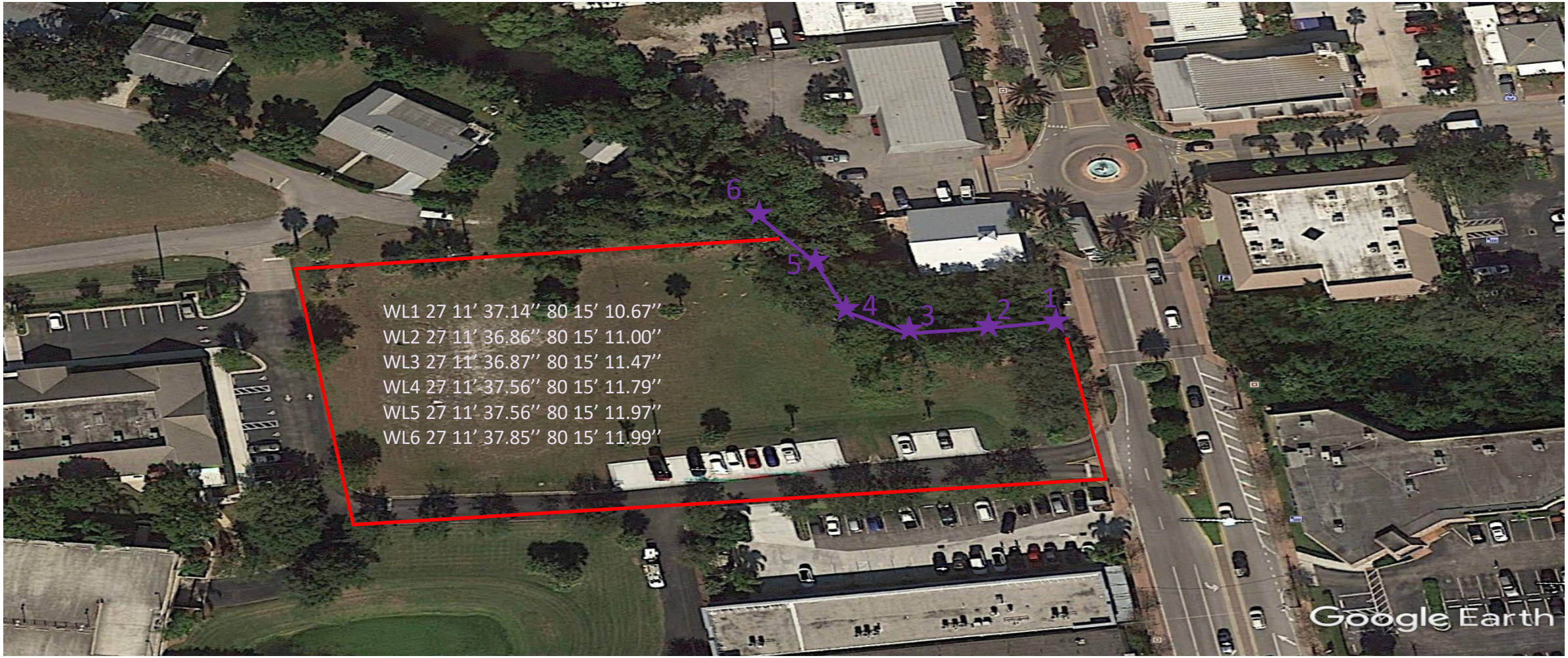
N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology



2/23/2023

Google Earth Map

Source: Google Earth

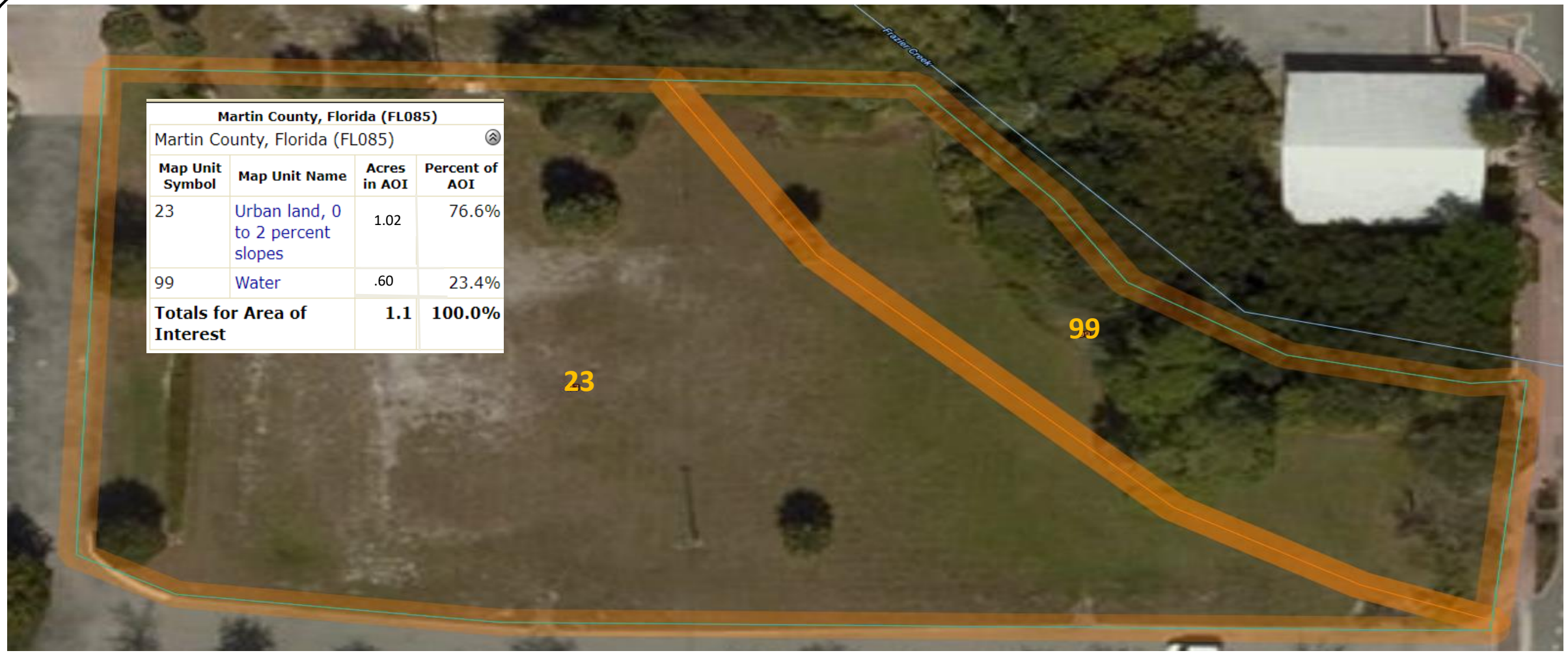
N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology



Martin County, Florida (FL085)

Martin County, Florida (FL085)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23	Urban land, 0 to 2 percent slopes	1.02	76.6%
99	Water	.60	23.4%
Totals for Area of Interest		**1.1**	**100.0%**

2/23/2023

Soil Map

Source: Web Soil

N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS JACKSONVILLE DISTRICT,
4400 PGA BLVD, SUITE 500
PALM BEACH GARDENS, FL 33410

March 20, 2020

REPLY TO ATTENTION OF

Regulatory Division
South Permits Section
SAJ-2019-04459 (JD-KAE)
PRELIMINARY JD

Ted Glasrud and Associates
c/o Kristen Brown
1700 W HWY 36 #360
Roseville, MN 55113

Dear Ms. Brown:

Reference is made to your request for a preliminary jurisdictional determination (preliminary JD) dated December 3, 2019. Based on information submitted to the U.S. Army Corps of Engineers (Corps) we have preliminarily determined there may be waters of the United States, including wetlands/we have indicated the approximate location(s) of waters of the United States or wetlands) on your parcel at P.C.N. 05-38-41-032-000-00020-0, in Section 05, Township 38 South, Range 41, East, in Stuart, within Martin County, Florida. A copy of the preliminary JD form in support of our preliminary JD are enclosed. Please carefully read the preliminary JD form, then sign and return a copy to us at the letterhead address within 30 days from the date of this letter.

Please be advised a Department of the Army permit will be required for regulated work in all areas which may be waters of the United States, as indicated in this preliminary JD. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands, which would be affected in any way by the permitted activity on the site, as if they are jurisdictional waters of the United States.

Should you desire an official Corps determination that jurisdictional “waters of the United States,” or “navigable waters of the United States,” or both, are either present or absent on a particular site, the Corps will issue an approved JD when requested.

You are cautioned that work performed in areas which may be waters of the United States, as indicated in the preliminary JD, without a Department of the Army permit could subject you to enforcement action. Receipt of a permit from the Florida Department of Environmental Protection or the Water Management District does not obviate the requirement for obtaining a Department of the Army permit for such work prior to commencing work.

This preliminary JD has been conducted to identify the potential for Clean Water Act and/or Rivers and Harbors Act jurisdiction for the particular site identified in this request. This preliminary JD may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of

Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise.

Thank you for your cooperation with our permit program. If you have any questions concerning this matter please contact Kelly Egan by mail at the letterhead address, by electronic mail at Kelly.A.Egan@usace.army.mil, or by telephone at 561-472-3514.

Sincerely,



FOR Shawn H. Zinszer
Chief, Regulatory Division

Enclosures
PJD FORM
AERIAL

cc: Drew Gatewood, Drew.Gatewood@gmail.com

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Ted Glasrud and Associates	File Number: SAJ-2019-04459	Date: March 20, 2020
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- *ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.*
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- *ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.*
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- *ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.*
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision you may contact: **Project Manager as noted in letter**	If you have questions regarding the appeal process you may contact: **Phillip A. Shannin** **404-562-5136**	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
_____ Signature of appellant or agent.	Date:	Telephone number:

PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM
(RGL 16-01 Appendix 2)

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: 20 March 2020

B. NAME AND ADDRESS OF PERSON REQUESTING PJD:
Ted Glasrud and Associates
c/o Kristen Brown
1700 W HWY 36 #360
Roseville, MN 55113

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: SAJ-2019-04459 FRAIZER CREEK

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION: The project is located at P.C.N. 05-38-41-032-000-00020-0, in Section 05, Township 38 South, Range 41, East, in Stuart, within Martin County, Florida. **(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)**

State:FL County/parish/borough: MARTIN COUNTY City: STUART
Center coordinates of site (lat/long in degree decimal format):
Lat. 27.193647° N, Long. -80.253265° W.

Universal Transverse Mercator:

Name of nearest waterbody: FRAIZER CREEK

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☒ Office (Desk) Determination. Date: 20 MARCH 2020
☒ Field Determination. Date(s): 22 JANUARY 2020

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e. wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e. Section 404 or Section 10/404
1	27.193575	-80.253186	0.10 acres	Wetland	404

1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) that the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as is practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there *"may be"* waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

☒ Maps, plans, plots or plat submitted by or on behalf of the PJD requestor: Map: _____
☒ Data sheets prepared/submitted by or on behalf of the PJD requestor.
  ☒ Office concurs with data sheets/delineation report.
  ☐ Office does not concur with data sheets/delineation report.
☐ Data sheets prepared by the Corps: .
☐ Corps navigable waters' study: .
☒ U.S. Geological Survey Hydrologic Atlas: .
  ☐ USGS NHD data.
  ☒ USGS 8 and 12 digit HUC maps.
☐ U.S. Geological Survey map(s). Cite scale & quad name: .
☒ Natural Resources Conservation Service Soil Survey. Citation: https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm.
☒ National wetlands inventory map(s). Cite name: https://www.fws.gov/wetlands/Data/Mapper.html.
☐ State/Local wetland inventory map(s): .
☐ FEMA/FIRM maps: .
☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
☒ Photographs: ☒ Aerial (Name & Date):Google Earth 20 March 2020.
  or ☐ Other (Name & Date): .
☐ Previous determination(s). File no. and date of response letter: .
☐ Other information (please specify): .

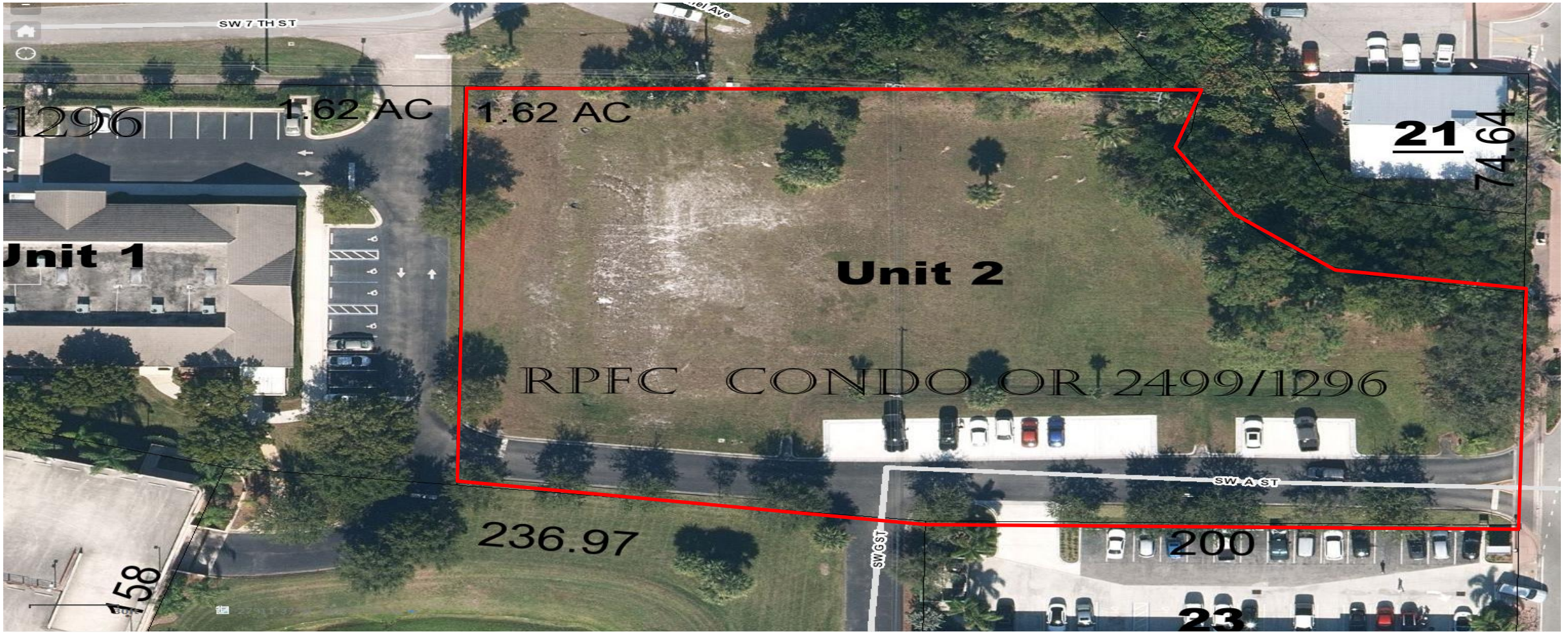
IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.



20 March 2020

_____	_____
Signature and date of Regulatory staff member completing PJD	Signature and date of person requesting preliminary JD (REQUIRED, unless obtaining the signature is impracticable)[1]

[1] Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.



12/3/2019

Property Appraiser Map

Project: Glasrud

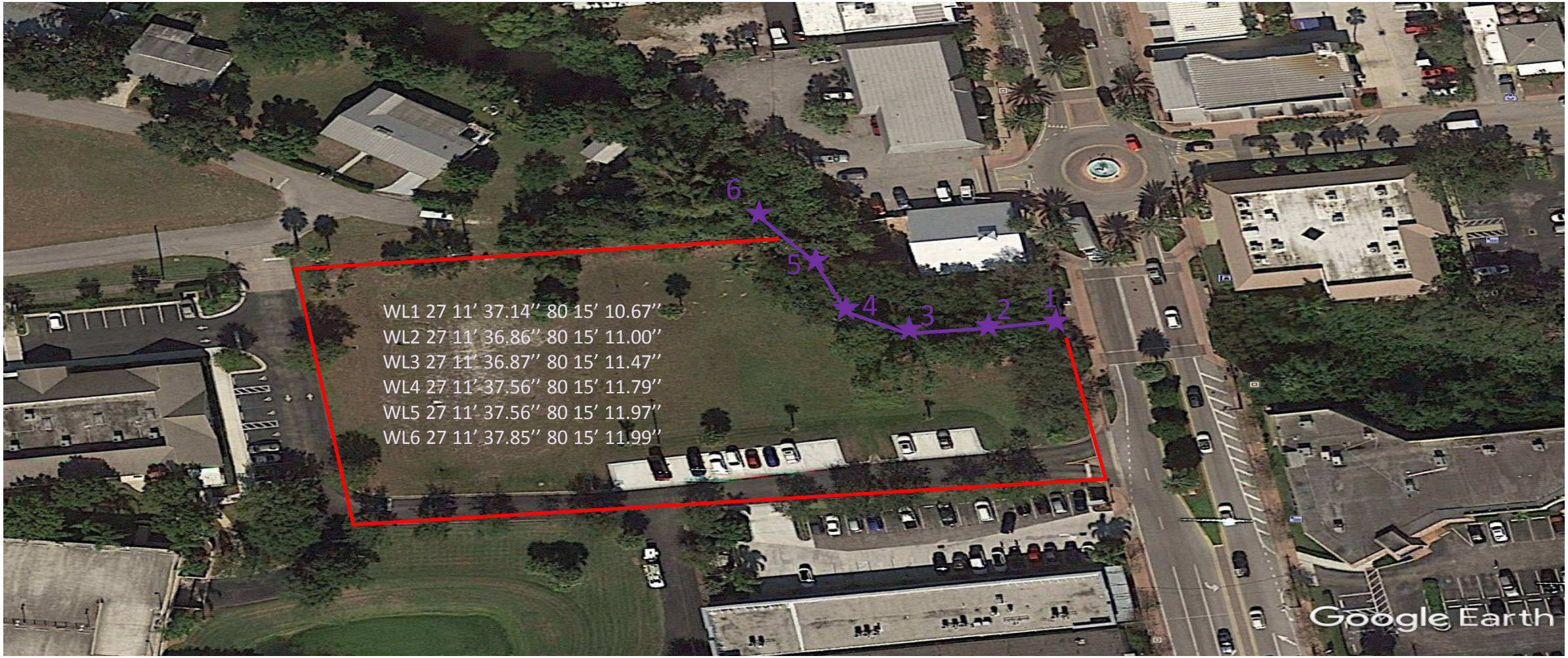
N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology



12/3/2019

Google Earth Map

Project: Glasrud

N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology



12/3/2019

Soil Map

Project: Glasrud

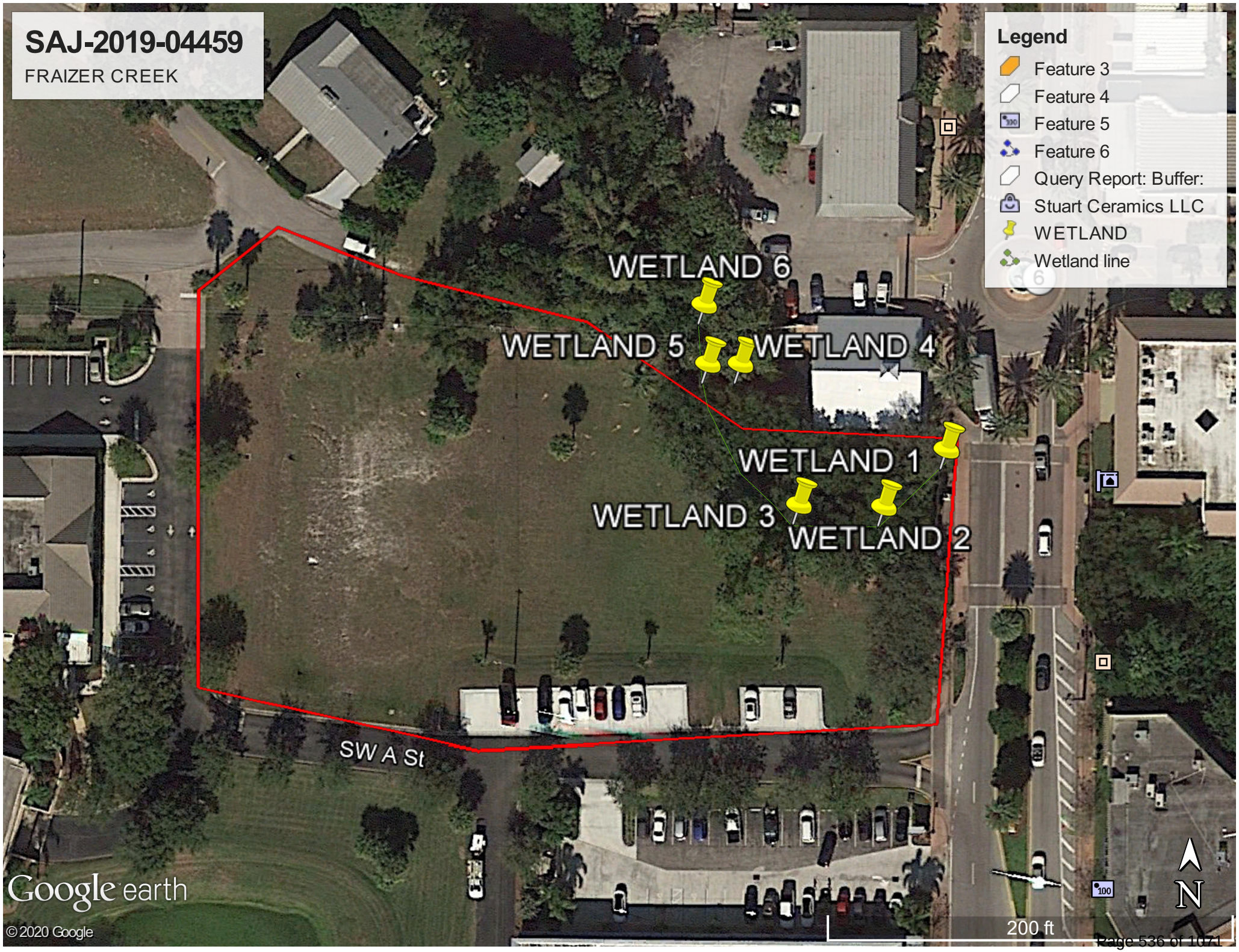
N

Environmental Site Assessment

05-38-41-032-000-00020-0

Stuart, Florida

Advanced Restoration Ecology


SAJ-2019-04459
FRAIZER CREEK
Legend
Feature 3
Feature 4
Feature 5
Feature 6
Query Report: Buffer:
Stuart Ceramics LLC
WETLAND
Wetland line
WETLAND 6
WETLAND 5
WETLAND 4
WETLAND 1
WETLAND 3
WETLAND 2
SW A St
Google earth
© 2020 Google
200 ft
N

Stormwater Management Report

for

Creekside Hotel & Restraurant

City of Stuart, Florida

August, 2023

Prepared By:

Velcon Engineering & Surveying, LLC
1449 NW Commerce Centre Dr., Port St. Lucie, FL, 34986
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BPR & FBPE License No. 32222

Certificate of Authorization No. 32222
Engineer's Project No. 21-1005

Darren C Guettler

DARREN C. GUETTLER LICENSE No. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Darren Guettler, P.E.
Florida Lic. No. 74637
Date: 9/7/2023

1. Purpose

The purpose of this report is to provide the City of Stuart and SFWMD with calculations and documentation which demonstrates that the proposed surface water management system meets the criteria of the master stormwater management system.

2. Background

The project site was previously known as Phase 5 of the Martin County Financial Center.This site has been indentified as BASIN II of the Martin County Financial Center Master stormwater management system (SFWMD Permit No. 43-000406-S). The previous Environmental Resource Permit for this site was withdrawn and due to the lack of information available for the existing Martin County Financial Center stormwater managemnet system, we've decied to model the proposed site ourselves. The 1.62 acres site proposes 0.42 acres of building coverage and 0.70 acres of pavement and walks.

The onsite system provides all attenuation for the subject basin. According to the previous SFWMD permit for this basin, and the recorded mean tidal elevation, the control elevation is -0.50 N.A.V.D. 1988, the minimum road crown, minimum perimeter berm and the minimum Finished Floor Elevation have been determined in the attached models included in Appendix B.

The site is currently vacant and the existing elevations range from -0.50 to 9.00 N.A.V.D. 1988.The existing grades appear to direct stormwater runoff from the existing roadway into a depressed area where it is contained. In the event of a flood condition the entire site would act as a retention area with an eventual outfall over the perimeter berm into the adjacent Frazier Creek. We've gathered from the previously withdrawn stormwater management report that the adjacent Basin I (Construction Journal Site) provides all water quality and attenuation onsite, therefore this flow will be bypassed from our site into Frazier Creek.

The site is bordered on the north by residential homes, to the north east by Frazier Creek, to the south and west by SW A Street, and on the east by Colorado Ave.

All environmental requirements, wetland impacts, and mitigation were addressed as part of the original permit.

3. Proposed System

The proposed improvements for the project include the construction of a three storty Hotel and a single story restaurant with associated paved parking, a stormwater chamber system for stormwater management, and water and wastewater improvements. The chamber system will provide the required nutrient removal and atenuation onsite prior to a controlled discharge into Frazier Creek.

For nutrient loading, we have provided 0.670 ac-ft of storage volume prior to discharge in order to meet the required 0.610 ac-ft needed to achieve the removal rate outlined in the nutrient loading analysis found in Appendix A.

Please note that greater of the two volumes, either 150% of the site for an impaired basin or nutrient loading control the volume of chamber system that has been provided. For this project, the nutrient loading volume of 0.610 ac-ft is greater than the 150% of the water quality treatment volume of 0.140 ac-ft, so that is the volume that has been used as the controlling retention volume.

The project has been designed to meet the grading criteria of Basin II by using a control elevation of -0.50 N.A.V.D. 1988, the minimum pavement elevation is 2.96 N.A.V.D. 1988, and the minimum finished floor elevation of 8.07 N.A.V.D. 1988.

4. Drainage Calculcations

Proposed Site Data

Area	SF	AC	%
Project Area	70,754	1.62	90.29
Offsite Area	7,607	0.17	9.71
Drainage Area	78,361	1.80	100.00
Impervious Areas:			
Prop. Bldgs.	18,400	0.42	26.01
Prop. Pavt./Sidewalks	30,493	0.70	43.10
Ex. Pavt/Walks from Offsite	7,607	0.17	10.75
Total Impervious	56,500	1.30	72.10
Pervious Area:			
Open Space Areas	21,861	0.50	27.90
Total Pervious	21,861	0.50	27.90

Soil Storage

Wet Season
Water Table Elevation = -0.50 NAVD
Avg. Grade Elevation = 9.0 NAVD
Depth to Wet Season W.T. = **9.5 FT**

Soil Storage - Reference SFWMD Permit Manual Vol IV						
Depth to	**Coastal (1)**		**Flatwoods (2)**		**Depression (3)**	
W.T. (ft)	**Storage (in)**	**CN**	**Storage (in)**	**CN**	**Storage (in)**	**CN**
1.0	0.6	94	0.6	94	0.6	94
1.5	1.6	87	1.6	87	1.4	88
2.0	2.5	80	2.5	80	2.1	83
2.5	4.6	70	4.0	72	3.3	76
3.0	6.6	60	5.4	65	4.4	69
3.5	8.8	54	7.2	59	5.6	65
4.0	10.9	48	**9.0**	53	6.8	60

Soil Storage = 9.0 inches
Soil Moisture Storage, S = (0.75)(% Pervious)(Soil Storage)

S =	1.88 inches

Water Quality Calculations

1.0 Inch Over the Project Area

1.0 inch * 1ft / 12in * 1.80 (Drainage Area (AC)) = 0.15 (Treated Volume) ac-ft

OR

2.5 Inches Times the Percent Impervious

(Site Area) 1.80 (Project Area (AC)) - (0.00 (Dry Retention (AC)*) + 0.00 (Wetlands (AC)*) + 0.42 (Roofs)) = 1.38 (Site Area Acres)

(Impervious Area) 1.38 (Site Area (AC)) - 0.50 (Pervious Area (AC)) = 0.87 (Impervious Area) ac

(% Impervious) Impervious Area * 100 % / Site Area (AC) = 63.5%

(2.5 in. * % Imp.) 2.50 inches * 63.5% (Percent Impervious) = 1.59 (Inches To Be Treated) inches

(Treated Volume) 1.59 (Treated Inches) * 1ft / 12 inches * 1.38 (Site Area (AC)) = 0.18 (Treated Volume) ac-ft

Required Wet Detention	=	**0.18 ac-ft**
Required Dry Detention	=	**0.14 ac-ft**
Required Retention	=	**0.09 ac-ft**
IMPAIRED BASIN Required Retention (@ 150%)	=	**0.14 ac-ft**
Required Retention per BMPTRAINS	=	**0.61 ac-ft** ⇦

The "IMPAIRED BASIN" value is the required retention volume necessary to meet SFWMD Water Quality requirements. Additional retention volume shall be required to achieve the necessary pollution removal per the BMPTRAINS model (0.610 AC-ft). Refer to details on the preceding pages…

Water Quality is Provided at:	**Elev.**	**1.17 NAVD** (Dry Retention Area)
Pollution Removal is Achieved at:	**Elev.**	**3.70 NAVD** (Dry Retention Area)

Set Overflow at Elevation 4.00 NAVD

Stage - Storage

	Stormwater Chmabers		Other Areas			Total
Elevation	Vol.	Vol.	Pavement[1]	Pervious[2]	Exfil. Trench	Volume
(FT - NAVD)	(CF)	(ac-ft)	(ac-ft)	(ac-ft)	(ac-ft)	(ac-ft)
0.00	0	0.00	0.00	0.00	0.00	0.00
1.00	2,330	0.05	0.00	0.06	0.00	0.11
2.00	7,099	0.16	0.00	0.10	0.00	0.26
3.00	11,693	0.27	0.00	0.21	0.00	0.48
4.00	15,995	0.37	0.00	0.30	0.00	0.67
5.00	19,831	0.46	0.00	0.46	0.00	0.91
6.00	22,721	0.52	0.00	0.60	0.00	1.13
7.00	25,051	0.58	0.25	0.81	0.00	1.64
8.00	0	0.00	0.67	1.00	0.00	1.68
9.00	0	0.00	1.34	1.26	0.00	2.60
9.50	0	0.00	1.37	1.25	0.00	2.62
10.00	0	0.00	2.14	1.52	0.00	3.66

[1]Pavement Area Varies Linearly from EL. 5.90 to EL. 9.00 NAVD
Impervious area = 1.30 ac

[2]Pervious Area Varies Linearly from EL. -0.50 to EL. 9.50 NAVD
Pervious area = 0.50 ac

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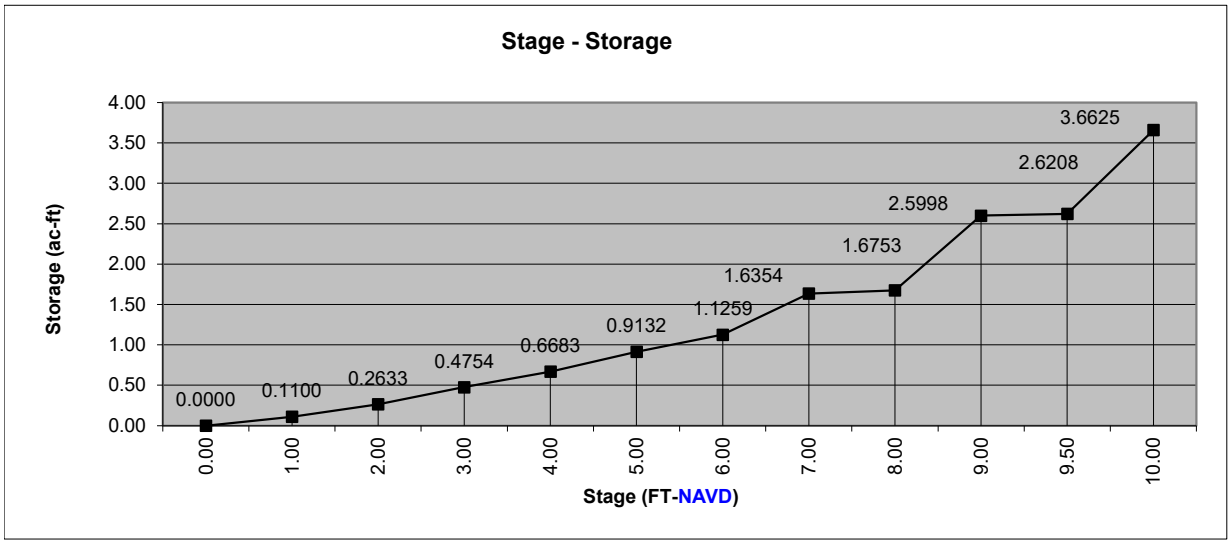


Conclusion

As demonstrated in this drainage report, all the proposed improvements meet the development criteria for the Master Permit. treatment is provided in the proposed dry retention areas prior to discharge to the master system per the nutrient loading requirements, and the grading is consistent with the assumptions for the master permit, and all minimum elevations are met for the proposed site improvements.

Pre-development Discharge

The project shall discharge to the Frazier Creek, located in the SFWMD's Tidal St. Lucie basin. For this basin, the project must demonstrate that the peak Post Development runoff-rate does not exceed the peak Pre Development runoff-rate for the 25-year/3-day event. The ICPR storm modeling software was utilized to determine the pre-development discharge rate for each storm event. The ICPR software calculates the pre-development discharge rates using the USDA TR-55 criteria for small watersheds. The chart below

Tailwater Justification

The project tailwater has been justified by reviewing NOAA tidal elevations for the project area. NOAA places the highest tidal elevation at Frazier Creek at 1.86 NAVD. Please see the attached justification on the following sheet. This value shall be assumed constant for the duration of each modeled storm event.

Flood Plain Compensation Justification

A portion of our site (0.57 acres) lies within flood zone AE (elevation 5) and will be filled with the construction of our site. The existing grades in this area average at elevation 4.0, therfore we need to provide at least 0.57 ac-ft of stroage volume prior to discharge, our Nutrient Removal Requirement states we need 0.61 ac-ft of storage volume prior to discharge so the nurtient requirement will override the flood plain compensation requirement.

Chamber Recovery

A separate model has been developed to demonstrate the recovery of the stormwater chamber system. Given the percolation rates reported in the soils report, and considering a Safety Factor of 4.0+, the system demonstrated recovery within a few hours following a storm event. This is supported by the USGS soil survey for the area; both the USGS report and the independent analysis and test results have been included with this report.

Post-Development Stage & Discharge

(See Output From ICPR Software)

Event	Rainfall (inches)	Max Stage (FT-NAVD)	PRE Q (cfs)	POST Q (cfs)
3yr-1 day (Roads)	4.75	2.47	3.26	0.00
5yr-1 day (Roads)	6.00	2.89	4.48	0.00
10yr-3 day (Roads)	9.50	3.00	6.19	0.00
10yr-1 day (Roads)	6.50	2.96 < 5.80 (Min. Pavement)	4.96	0.00
25yr-3 day (Berm)	11.50	3.50 < 5.0 Berm	7.63	0.00
100yr-3 day (FFE)	13.50	8.07 < 9.60 FFE (minimum)	NA	0.00

Conclusion

As demonstrated in this drainage report, all the proposed improvements meet the development criteria for the City of Stuart, Martin County, and SFWMD stormwater management and flood protection. All minimum elevations are met for the proposed site improvements, and the discharge rate meets the minimum requirements for discharge rates. Please refer to the included ICPR Report for complete details.

NOTICE: All data values are relative to the NAVD88.

Elevations on NAVD88

Station: 8722357, STUART, ST. LUCIE RIVER, FL
Status: Accepted (Jan 7 2011)
Units: Feet
Control Station: 8723170 Miami Beach, FL

T.M.: 75
Epoch: 1983-2001
Datum: NAVD88

Datum	Value	Description
MHHW	-0.28	Mean Higher-High Water
MHW	-0.39	Mean High Water
MTL	-0.82	Mean Tide Level
MSL	-0.81	Mean Sea Level
DTL	-0.82	Mean Diurnal Tide Level
MLW	-1.25	Mean Low Water
MLLW	-1.36	Mean Lower-Low Water
NAVD88	0.00	North American Vertical Datum of 1988
STND	-4.11	Station Datum
GT	1.08	Great Diurnal Range
MN	0.86	Mean Range of Tide
DHQ	0.11	Mean Diurnal High Water Inequality
DLQ	0.11	Mean Diurnal Low Water Inequality
HWI	3.39	Greenwich High Water Interval (in hours)
LWI	10.50	Greenwich Low Water Interval (in hours)
Max Tide	1.86	Highest Observed Tide
Max Tide Date & Time	10/31/1969 14:36	Highest Observed Tide Date & Time
Min Tide	-2.36	Lowest Observed Tide
Min Tide Date & Time	12/31/1969 23:06	Lowest Observed Tide Date & Time
HAT		Highest Astronomical Tide
HAT Date & Time		HAT Date and Time
LAT		Lowest Astronomical Tide
LAT Date & Time		LAT Date and Time

"BASIN TWO" DRAINAGE BASIN CHARACTERISTICS

SITE DATA (CURVE NUMBER) POST-CONDITION BASIN

GROUND COVER (CONDITION)	SOIL GROUP	AREA (ACRES)	%	CN	AREA × CN
DRAINAGE AREA		1.80			
BUILDINGS	A/D	0.42	23.5%	98	41
PAVEMENT	A/D	0.87	48.6%	98	86
WET RETENTION	A/D	0.00	0.0%	98	0
PERVIOUS	A/D	0.50	27.9%	39	20
	TOTAL	1.80	100.0%		82

SITE DATA (AREAS BREAKDOWN)

ONSITE AREA	1.80 AC-ft		70,754 sqft
BASIN TOTAL	1.80 AC-ft		#REF! sqft
TOTAL IMPERVIOUS	1.30 AC-ft		
TOTAL IMPERVIOUS AREA	1.30 AC-ft		
BUILDINGS =	0.42 AC-ft		18,400 sqft
PAVEMENT =	0.87 AC-ft		30,493 sqft
WET RETENTION/DETENTION =	0.00 AC-ft	None Provided	15959 sqft
TOTAL PERVIOUS AREA	0.50 AC-ft		
GREEN SPACE =	0.50 AC-ft		55,074 sqft
DIRECTLY CONNECTED IMPERVIOUS AREA =	1.30 AC-ft	72.10% % DCIA	
IMPERVIOUS AREA LESS WET SWM AREAS =	1.30 AC-ft		
DRAINAGE AREA LESS WET DETENTION =	1.80 AC-ft		

NUTRIENT LOADING REQUIREMENTS

PRE DEVELOPMENT CONDITIONS

POLLUTANT LOADING CONCENTRATIONS ARE BASED BMPTRAINS LAND USE CLASSIFICATIONS (SEE ATTACHED), SUMMARIZED BELOW. THE PRE-CONDITION SOILS CURVE NUMBER IS BASED ON HYRDOLOGIC GROUP "D" SOILS (REFER TO ATTACHE SOILS REPORT & USGS SOIL SURVEY). THE "WOODS" COVER TYPE IN GOOD CONDITION WAS USED TO DETERMINE THE CURVE NUMBER.

LAND USE	RUNOFF	NITROGEN	PHOSPHORUS	ANNUAL C
UNDEVELOPED - XERIC SCRUB	2.60 AC-ft/yr	1.60 mg/l	0.16 mg/l	0.135

TOTAL ANNUAL PHOSPHORUS =	0.50 kg/yr	PRE DEVELOPMENT LOADING
TOTAL ANNUAL NITROGEN =	5.12 kg/yr	PRE DEVELOPMENT LOADING

POST DEVELOPMENT CONDITIONS

POLLUTANT LOADING CONCENTRATIONS ARE BASED BMPTRAINS LAND USE CLASSIFICATIONS (SEE ATTACHED), SUMMARIZED BELOW. THE POST-CONDITION SOILS CURVE NUMBER IS BASED ON HYROLOGIC SOIL GROUP "A", AS THE SITE WILL BE WELL DRAINED POST DEVELOPMENT.

LAND USE	RUNOFF	NITROGEN	PHOSPHORUS	ANNUAL C
MULTI-FAMILY RESIDENTIAL	8.59 AC-ft/yr	2.32 mg/l	0.52 mg/l	0.361

TOTAL ANNUAL PHOSPHORUS =	5.51 kg/yr	POST DEVELOPMENT LOADING
TOTAL ANNUAL NITROGEN =	24.58 kg/yr	POST DEVELOPMENT LOADING

REMOVAL REQUIREMENT

=(POST LOADING-PRE LOADING) / POST LOADING

91% PHOSPHORUS REMOVAL

79% NITROGEN REMOVAL

TO REMOVE THE REQUISTE NUTRIENTS, WE HAVE SPECIFIED A DRY RETENTION SYSTEM WITH 0.680 AC-FT OF RETENTION VOLUME. THIS SYSTEM ALONE IS SUFFICIENT TO REMOVE THE REQUIRED NUTRIENTS. REFER TO THE BMPTRAINS MODEL REPORT FOR DETAILS.

Appendix A

BMPTrains - Nutrient Removal

Complete Report Ver 4.3.5

Project: Creekside
Date: 9/1/2023 3:30:54 PM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Creekside
Rainfall Zone	Florida Zone 5
Annual Mean Rainfall	57.00

Pre-Condition Landuse Information

Landuse	Undeveloped - Mesic Flatwoods: TN=1.09 TP=0.043
Area (acres)	1.80
Rational Coefficient (0-1)	0.13
Non DCIA Curve Number	77.00
DCIA Percent (0-100)	0.00
Nitrogen EMC (mg/l)	1.090
Phosphorus EMC (mg/l)	0.043
Runoff Volume (ac-ft/yr)	1.153
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	1.549
Phosphorus Loading (kg/yr)	0.061

Post-Condition Landuse Information

Landuse	High-Intensity Commercial: TN=2.40 TP=0.345
Area (acres)	1.80
Rational Coefficient (0-1)	0.59
Non DCIA Curve Number	39.00
DCIA Percent (0-100)	72.10
Wet Pond Area (ac)	0.00
Nitrogen EMC (mg/l)	2.400

Phosphorus EMC (mg/l)	0.345
Runoff Volume (ac-ft/yr)	5.022
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	14.862
Phosphorus Loading (kg/yr)	2.136

Catchment Number: 1 Name: Creekside

Project: Creekside
Date: 9/1/2023

Exfiltration Trench Design

Pipe Span (in)	100.0
Pipe Rise (in)	60.0
Pipe Length (ft)	550.0
Trench Width (ft)	10.3
Trench Depth (ft)	7.0
Trench Length (ft)	550.0
Aggregate Void %	0.40
Storage Volume (Ac-ft)	0.61
Retention Depth (in over CA)	4.080

Watershed Characteristics

Catchment Area (acres)	1.80
Contributing Area (acres)	1.800
Non-DCIA Curve Number	39.00
DCIA Percent	72.10
Rainfall Zone	Florida Zone 5
Rainfall (in)	57.00

Surface Water Discharge

Required TN Treatment Efficiency (%)	90
Provided TN Treatment Efficiency (%)	97
Required TP Treatment Efficiency (%)	97
Provided TP Treatment Efficiency (%)	97

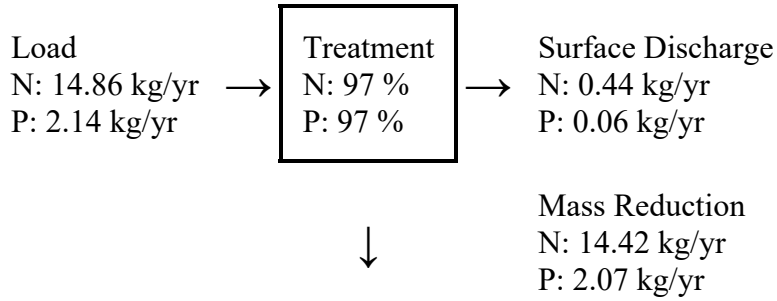
Media Mix Information

Type of Media Mix	Not Specified
Media N Reduction (%)	
Media P Reduction (%)	

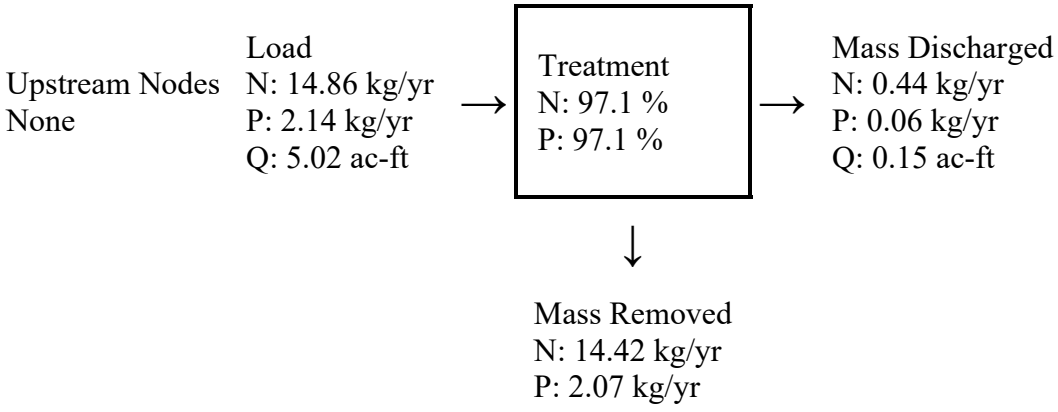
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr)	1.564
TN Mass Load (kg/yr)	14.424
TN Concentration (mg/L)	2.400
TP Mass Load (kg/yr)	2.073
TP Concentration (mg/L)	0.345

Load Diagram for Exfiltration Trench (stand-alone)



Load Diagram for Exfiltration (As Used In Routing)



Summary Treatment Report Version: 4.3.5

Project: Creekside

Analysis Type: Net Improvement

Date:9/1/2023

BMP Types:

Catchment 1 - (Creekside) Exfiltration Trench

Based on % removal values to the nearest percent

Routing Summary
Catchment 1 Routed to Outlet

Total nitrogen target removal met? **Yes**
Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	1.55 kg/yr	
Total N post load	14.86 kg/yr	
Target N load reduction	90 %	
Target N discharge load	1.55 kg/yr	
Percent N load reduction	97 %	
Provided N discharge load	.44 kg/yr	.97 lb/yr
Provided N load removed	14.42 kg/yr	31.8 lb/yr

Phosphorus

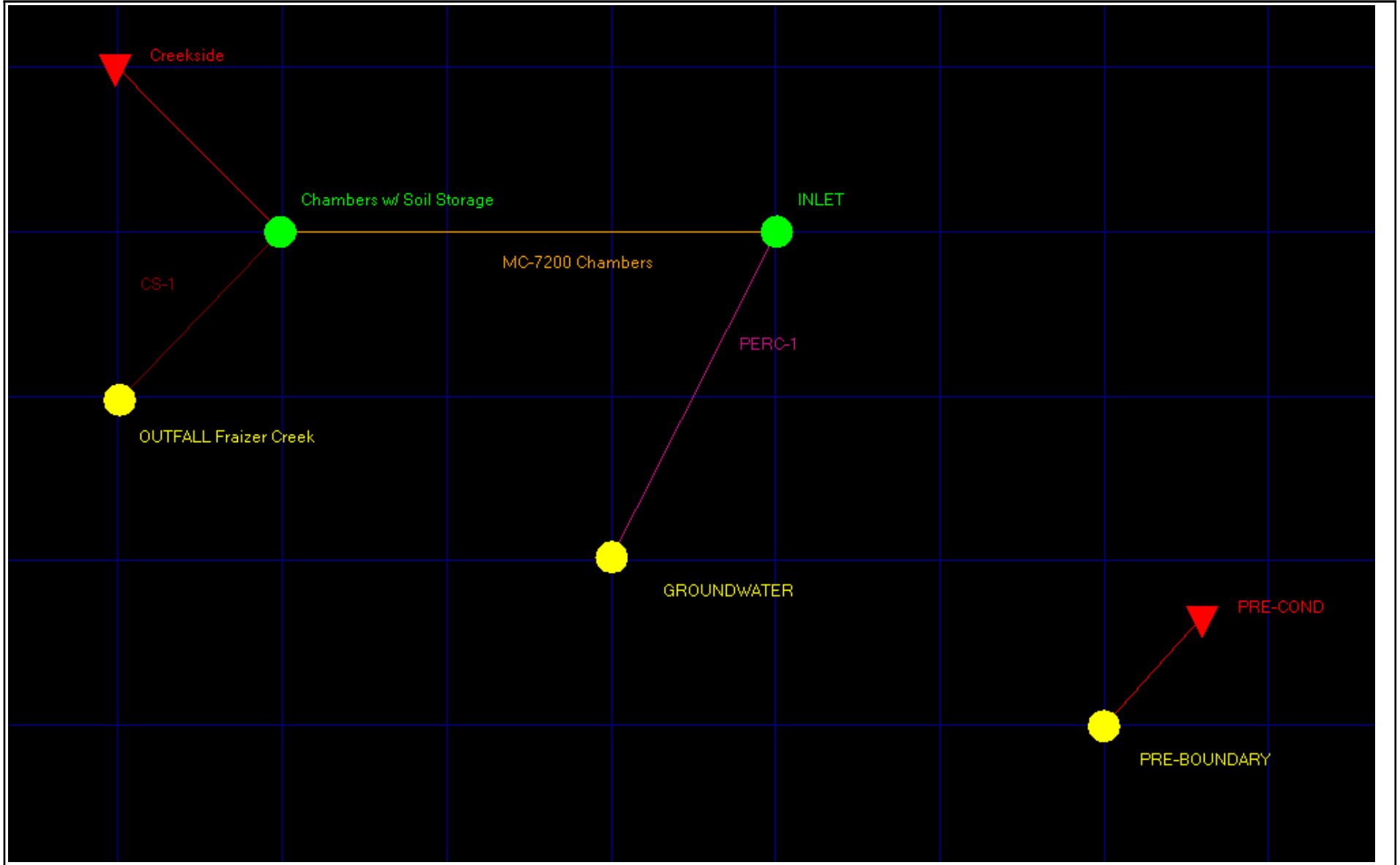
Surface Water Discharge

Total P pre load	.061 kg/yr	
Total P post load	2.136 kg/yr	
Target P load reduction	97 %	
Target P discharge load	.061 kg/yr	
Percent P load reduction	97 %	
Provided P discharge load	.063 kg/yr	.14 lb/yr
Provided P load removed	2.073 kg/yr	4.572 lb/yr

Appendix B

ICPR - Routing Models

Background Image: Nodal Diagram



Simple Basin: Creekside

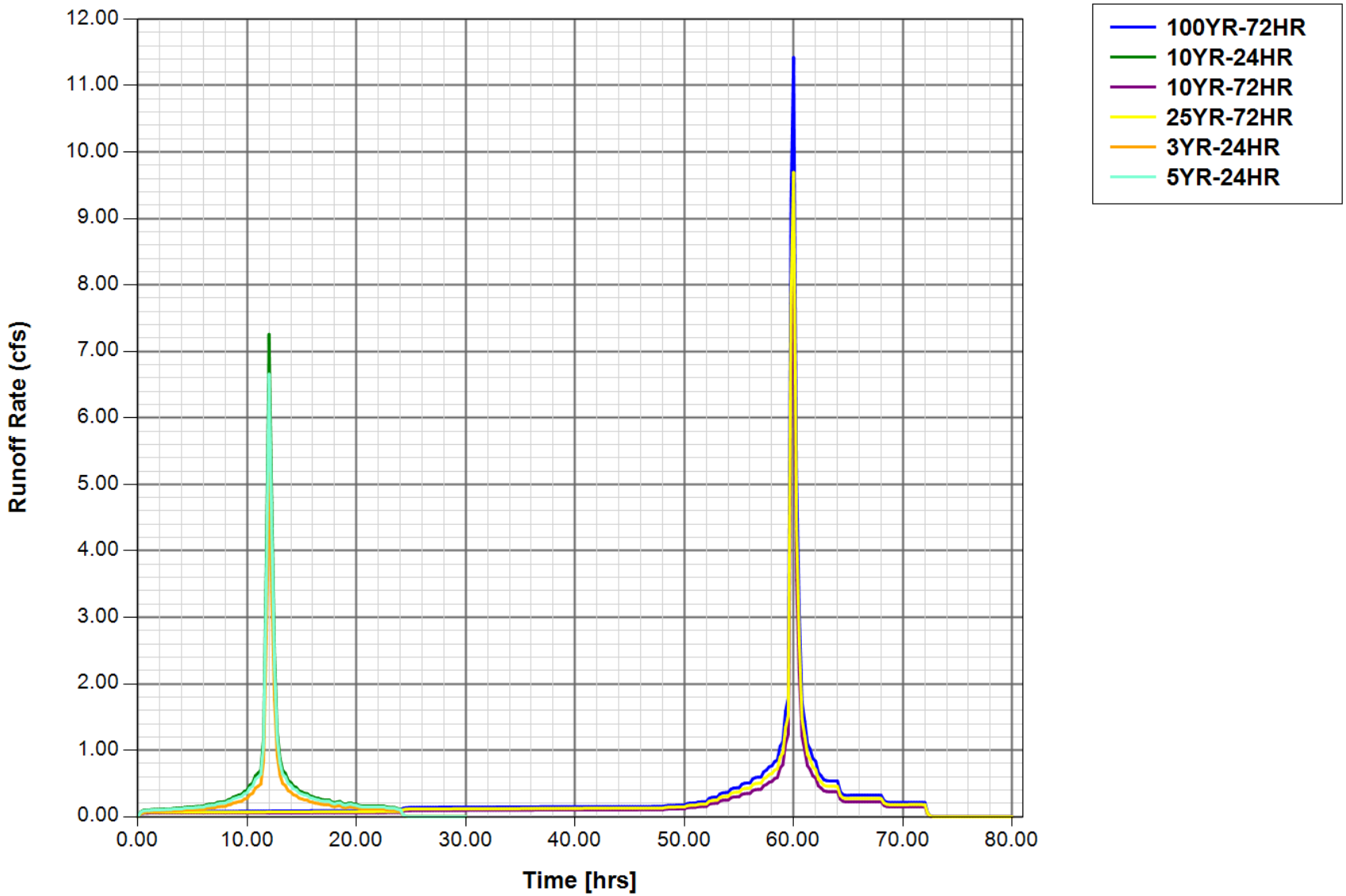
Scenario:	w/ Discharge
Node:	Chambers w/ Soil Storage
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	999999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH323
Peaking Factor:	323.0
Area:	1.8000 ac
Curve Number:	82.0
% Impervious:	72.00
% DCIA:	72.00
% Direct:	0.00
Rainfall Name:	

Comment:

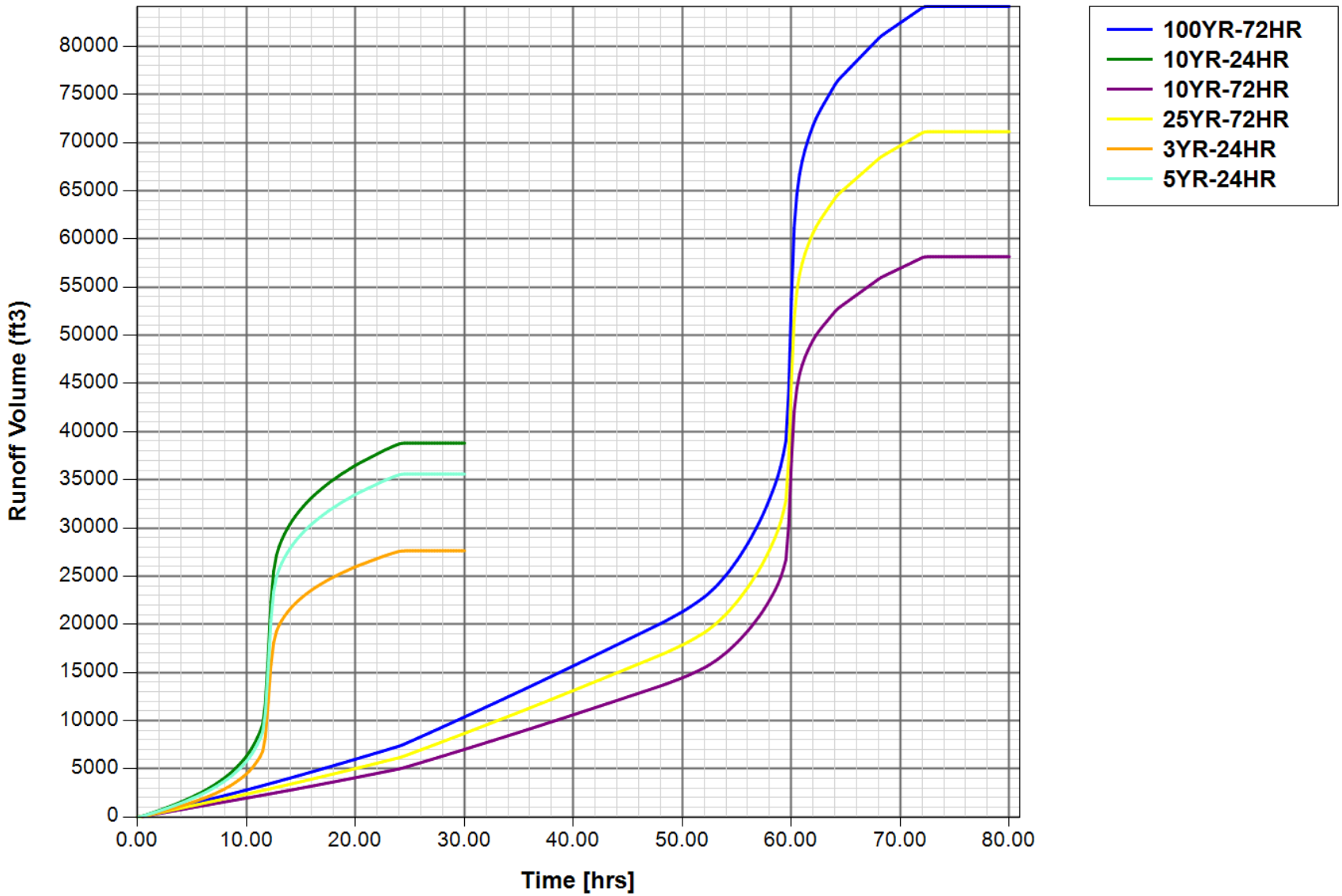
Simple Basin Runoff Summary [w/ Discharge]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
Creekside	100YR-72HR	11.42	60.0000	13.50	12.88	1.8000	94.7	72.00	72.00
Creekside	10YR-24HR	7.26	12.0333	6.50	5.94	1.8000	95.1	72.00	72.00
Creekside	10YR-72HR	7.96	60.0167	9.50	8.90	1.8000	94.9	72.00	72.00
Creekside	25YR-72HR	9.69	60.0000	11.50	10.89	1.8000	94.8	72.00	72.00
Creekside	3YR-24HR	5.16	12.0333	4.75	4.23	1.8000	95.4	72.00	72.00
Creekside	5YR-24HR	6.66	12.0333	6.00	5.45	1.8000	95.2	72.00	72.00

Simple Basin Runoff Rate: Creekside [w/ Discharge]



Simple Basin Runoff Volume: Creekside



Simple Basin: PRE-COND

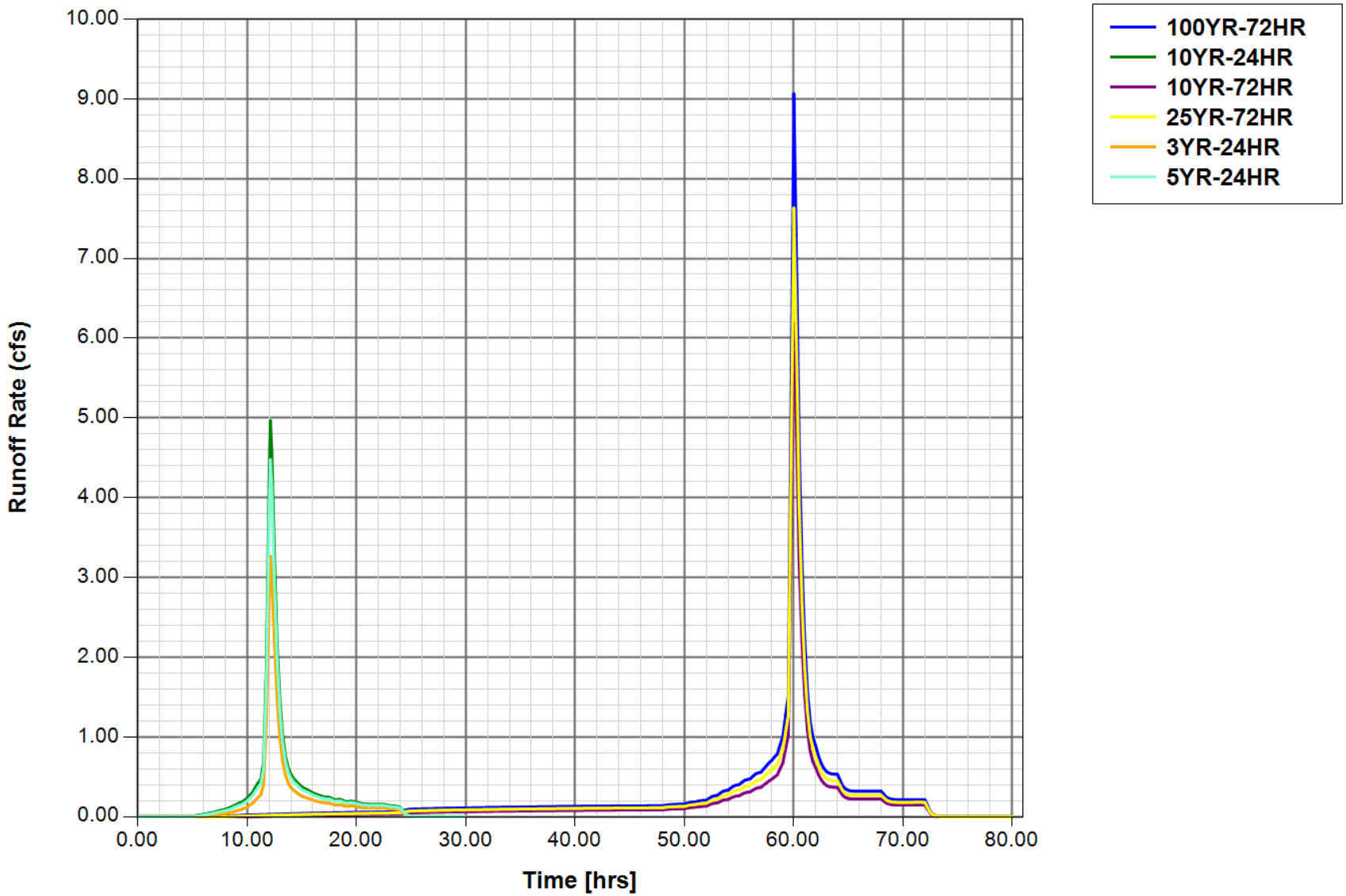
Scenario:	w/ Discharge
Node:	PRE-BOUNDARY
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	20.0000 min
Max Allowable Q:	999999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH323
Peaking Factor:	323.0
Area:	1.8000 ac
Curve Number:	84.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

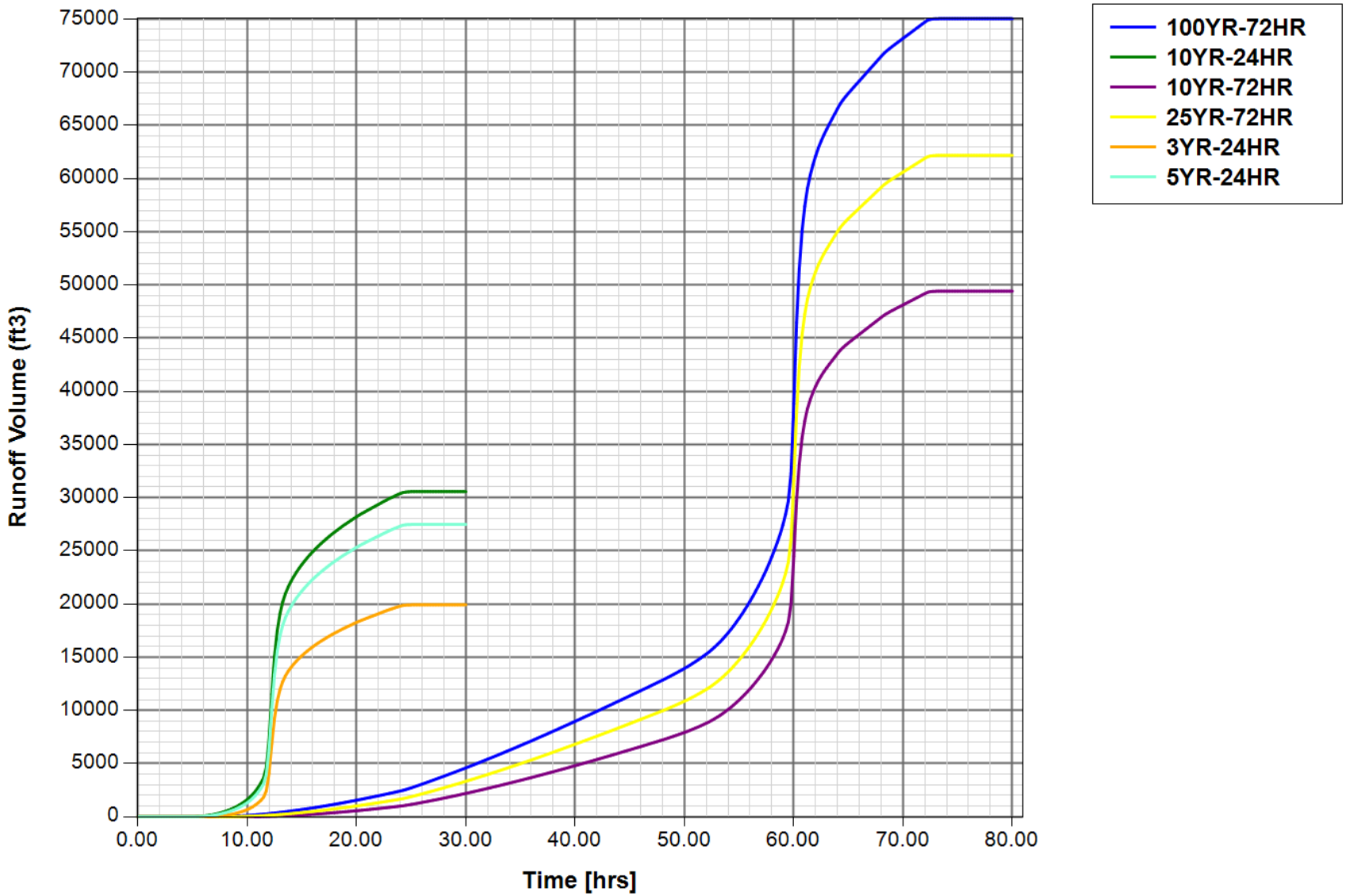
Simple Basin Runoff Summary [w/ Discharge]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
PRE-COND	100YR-72HR	9.06	60.0833	13.50	11.48	1.8000	84.0	0.00	0.00
PRE-COND	10YR-24HR	4.96	12.1333	6.50	4.68	1.8000	84.0	0.00	0.00
PRE-COND	10YR-72HR	6.19	60.0833	9.50	7.56	1.8000	84.0	0.00	0.00
PRE-COND	25YR-72HR	7.63	60.0833	11.50	9.52	1.8000	84.0	0.00	0.00
PRE-COND	3YR-24HR	3.26	12.1500	4.75	3.05	1.8000	84.0	0.00	0.00
PRE-COND	5YR-24HR	4.48	12.1333	6.00	4.21	1.8000	84.0	0.00	0.00

Simple Basin Runoff Rate: PRE-COND [w/ Discharge]



Simple Basin Runoff Volume: PRE-COND



Node: Chambers w/ Soil Storage

Scenario: w/ Discharge
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 1.86 ft
Warning Stage: 9.00 ft

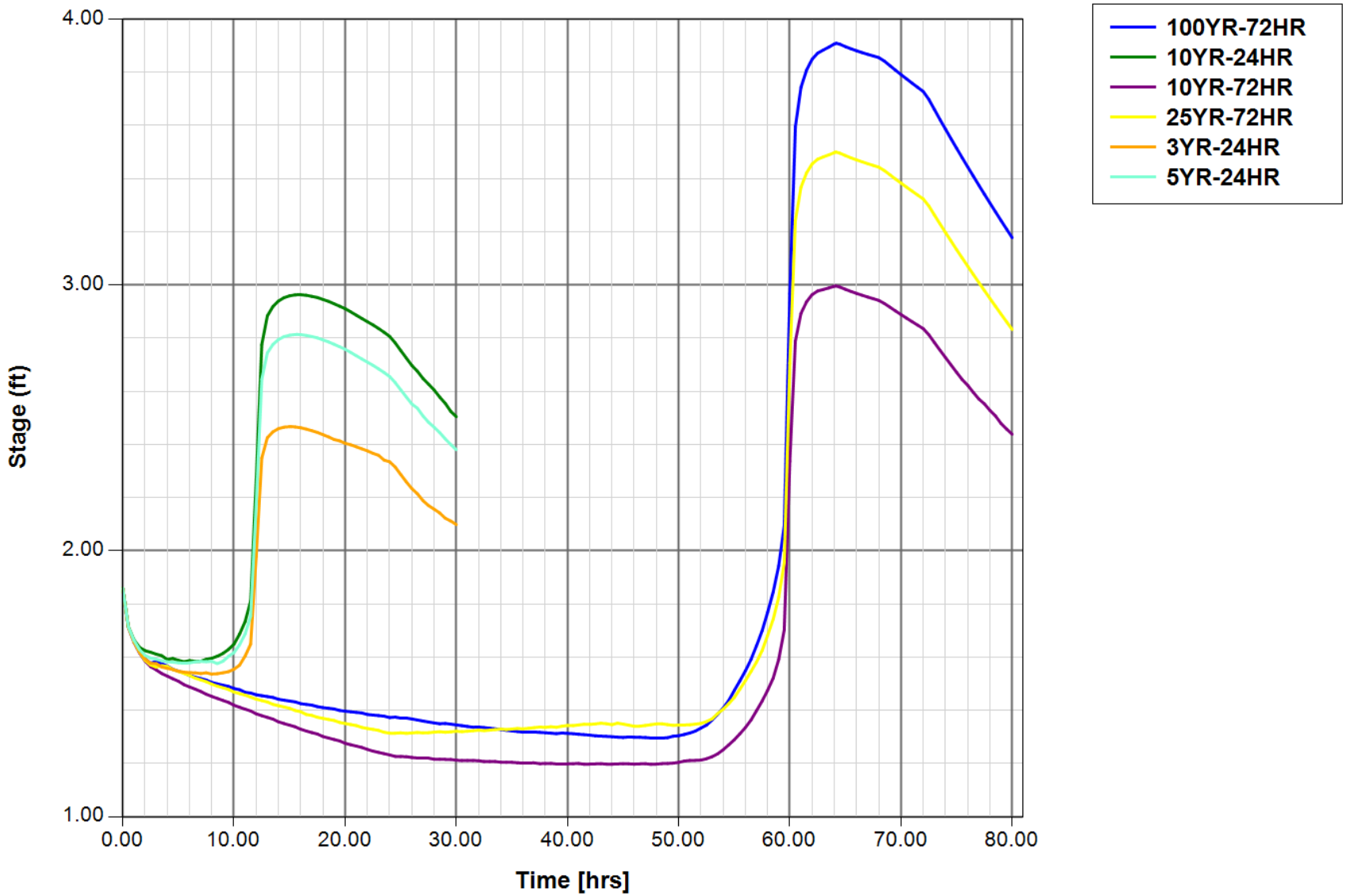
Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
1.00	0.11	4792
2.00	0.26	11326
3.00	0.48	20909
4.00	0.67	29185
5.00	0.91	39640
6.00	1.13	49223
7.00	1.64	71438
8.00	1.68	73181
9.00	2.60	113256
9.50	2.62	114127

Comment:

Node Max Conditions [w/ Discharge]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Chambers w/ Soil Storage	100YR-72HR	9.00	3.91	0.0010	11.42	3.15	12550
Chambers w/ Soil Storage	10YR-24HR	9.00	2.96	0.0010	7.26	2.41	12144
Chambers w/ Soil Storage	10YR-72HR	9.00	3.00	0.0010	7.96	2.41	12174
Chambers w/ Soil Storage	25YR-72HR	9.00	3.50	0.0010	9.69	2.71	12392
Chambers w/ Soil Storage	3YR-24HR	9.00	2.47	0.0010	5.16	2.41	11662
Chambers w/ Soil Storage	5YR-24HR	9.00	2.81	0.0010	6.66	2.41	12004

Stage [Node: Chambers w/ Soil Storage]



Node Max Conditions [w/ Discharge]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Chambers w/ Soil Storage	100YR-72HR	9.00	3.91	0.0010	11.42	3.15	12550
GROUNDWATER	100YR-72HR	9.00	1.86	0.0000	3.18	0.36	0
INLET	100YR-72HR	9.50	3.91	0.0010	3.15	3.18	3368
OUTFALL Fraizer Creek	100YR-72HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	100YR-72HR	9.00	8.00	0.0000	9.06	0.00	0
Chambers w/ Soil Storage	10YR-24HR	9.00	2.96	0.0010	7.26	2.41	12144
GROUNDWATER	10YR-24HR	9.00	1.86	0.0000	3.18	0.65	0
INLET	10YR-24HR	9.50	2.96	-0.0010	2.41	3.18	3366
OUTFALL Fraizer Creek	10YR-24HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	10YR-24HR	9.00	8.00	0.0000	4.96	0.00	0
Chambers w/ Soil Storage	10YR-72HR	9.00	3.00	0.0010	7.96	2.41	12174
GROUNDWATER	10YR-72HR	9.00	1.86	0.0000	3.18	0.73	0
INLET	10YR-72HR	9.50	3.00	0.0010	2.41	3.18	3367
OUTFALL Fraizer Creek	10YR-72HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	10YR-72HR	9.00	8.00	0.0000	6.19	0.00	0
Chambers w/ Soil Storage	25YR-72HR	9.00	3.50	0.0010	9.69	2.71	12392
GROUNDWATER	25YR-72HR	9.00	1.86	0.0000	3.18	0.37	0
INLET	25YR-72HR	9.50	3.50	0.0010	2.71	3.18	3368
OUTFALL Fraizer Creek	25YR-72HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	25YR-72HR	9.00	8.00	0.0000	7.63	0.00	0
Chambers w/ Soil Storage	3YR-24HR	9.00	2.47	0.0010	5.16	2.41	11662
GROUNDWATER	3YR-24HR	9.00	1.86	0.0000	3.18	0.52	0
INLET	3YR-24HR	9.50	2.47	0.0010	2.41	3.18	3329
OUTFALL Fraizer Creek	3YR-24HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	3YR-24HR	9.00	8.00	0.0000	3.26	0.00	0
Chambers w/ Soil Storage	5YR-24HR	9.00	2.81	0.0010	6.66	2.41	12004
GROUNDWATER	5YR-24HR	9.00	1.86	0.0000	3.18	0.68	0

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
INLET	5YR-24HR	9.50	2.81	0.0010	2.41	3.18	3361
OUTFALL Fraizer Creek	5YR-24HR	9.00	1.86	0.0000	0.00	0.00	0
PRE-BOUNDARY	5YR-24HR	9.00	8.00	0.0000	4.48	0.00	0

Drop Structure Link: CS-1		Upstream Pipe		Downstream Pipe	
Scenario:	w/ Discharge	Invert:	2.60 ft	Invert:	-0.50 ft
From Node:	Chambers w/ Soil Storage	Manning's N:	0.0130	Manning's N:	0.0130
To Node:	OUTFALL Fraizer Creek	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	1.50 ft	Max Depth:	1.50 ft
Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	10	Op Table:		Op Table:	
Pipe Count:	1	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0130	Manning's N:	0.0130
Length:	30.00 ft	Top Clip			
FHWA Code:	1	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	0.00	Op Table:		Op Table:	
Exit Loss Coef:	1.00	Ref Node:		Ref Node:	
Bend Loss Coef:	0.00	Manning's N:	0.0130	Manning's N:	0.0130
Bend Location:	0.00 dec				
Energy Switch:	Energy				

Pipe Comment:

Weir Component		Bottom Clip	
Weir:	1	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Horizontal	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	4.00 ft	Ref Node:	
Control Elevation:	-0.50 ft	Discharge Coefficients	
Max Depth:	1.00 ft	Weir Default:	3.200
Max Width:	2.00 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Drop Structure Comment:

Link Min/Max Conditions [w/ Discharge]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
CS-1 - Pipe	100YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	100YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	100YR-72HR	3.15	-0.69	2.67	0.34	0.35	0.35
PERC-1	100YR-72HR	3.18	-0.36	0.54	0.00	0.00	0.00
CS-1 - Pipe	10YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	10YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	10YR-24HR	2.41	-0.50	1.62	0.34	0.35	0.35
PERC-1	10YR-24HR	3.18	-0.65	-0.51	0.00	0.00	0.00
CS-1 - Pipe	10YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	10YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	10YR-72HR	2.41	-0.60	1.43	0.34	0.35	0.35
PERC-1	10YR-72HR	3.18	-0.73	-0.61	0.00	0.00	0.00
CS-1 - Pipe	25YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	25YR-72HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	25YR-72HR	2.71	-0.82	2.01	0.34	0.35	0.35
PERC-1	25YR-72HR	3.18	-0.37	0.52	0.00	0.00	0.00
CS-1 - Pipe	3YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	3YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	3YR-24HR	2.41	-0.63	1.21	0.34	0.35	0.35
PERC-1	3YR-24HR	3.18	-0.52	0.64	0.00	0.00	0.00
CS-1 - Pipe	5YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
CS-1 - Weir: 1	5YR-24HR	0.00	0.00	0.00	0.00	0.00	0.00
MC-7200 Chambers	5YR-24HR	2.41	-0.65	1.28	0.34	0.35	0.35
PERC-1	5YR-24HR	3.18	-0.68	-0.38	0.00	0.00	0.00

Creekside
Water Management Calculations

100-Year, 72-Hour, Zero Discharge Flood Stage (NAVD)

100-Year, 72-Hour Rainfall =	13.5	inches	
Site's Equivalent Soil Storage (inches)		1.88	
Runoff (inches)		11.6	
Runoff Volume (Ac-ft)		1.7	
Flood Stage (ft-NAVD)		8.07	
100 year, 3 day zero discharge stage elevation		**8.07**	**NAVD**

Calculations
From the Stage-Storage Curve, the zero discharge elevation is at stage:

Interpolate Stage Between	*8.00*	*y*	*9.00*	*y*
Interpolate Runoff Between	*1.68*	*1.7*	*2.60*	*x*

100 year - 72 hour w/ Discharge

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
100YR-72HR	0.0000	1.86	10757	0.00	0.00
100YR-72HR	0.5050	1.71	10349	0.07	0.46
100YR-72HR	1.0044	1.66	10203	0.08	0.32
100YR-72HR	1.5076	1.62	10096	0.08	0.24
100YR-72HR	2.0083	1.59	10016	0.08	0.19
100YR-72HR	2.5058	1.58	9971	0.08	0.08
100YR-72HR	3.0035	1.59	9993	0.08	0.16
100YR-72HR	3.5039	1.58	9966	0.08	0.15
100YR-72HR	4.0027	1.57	9942	0.08	0.11
100YR-72HR	4.5040	1.55	9908	0.08	0.14
100YR-72HR	5.0052	1.55	9889	0.08	0.14
100YR-72HR	5.5004	1.54	9870	0.08	0.14
100YR-72HR	6.0006	1.53	9844	0.08	0.05
100YR-72HR	6.5019	1.53	9826	0.08	0.13
100YR-72HR	7.0003	1.52	9811	0.08	0.13
100YR-72HR	7.5023	1.51	9796	0.08	0.13
100YR-72HR	8.0038	1.51	9771	0.08	0.10
100YR-72HR	8.5068	1.50	9756	0.08	0.13
100YR-72HR	9.0035	1.50	9742	0.08	0.13
100YR-72HR	9.5003	1.49	9730	0.08	0.13
100YR-72HR	10.0026	1.48	9707	0.08	0.09
100YR-72HR	10.5062	1.48	9695	0.08	0.13
100YR-72HR	11.0051	1.47	9667	0.08	0.12
100YR-72HR	11.5036	1.47	9660	0.08	0.12
100YR-72HR	12.0046	1.46	9642	0.09	0.09
100YR-72HR	12.5068	1.46	9632	0.09	0.12
100YR-72HR	13.0013	1.45	9623	0.09	0.13
100YR-72HR	13.5030	1.45	9614	0.09	0.13
100YR-72HR	14.0016	1.44	9594	0.09	0.12
100YR-72HR	14.5041	1.44	9585	0.09	0.13
100YR-72HR	15.0003	1.44	9576	0.09	0.13
100YR-72HR	15.5034	1.43	9568	0.09	0.13
100YR-72HR	16.0050	1.43	9549	0.09	0.12
100YR-72HR	16.5001	1.42	9541	0.09	0.13
100YR-72HR	17.0014	1.42	9533	0.09	0.13

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
100YR-72HR	17.5068	1.41	9517	0.09	0.04
100YR-72HR	18.0076	1.41	9507	0.09	0.12
100YR-72HR	18.5031	1.41	9500	0.09	0.13
100YR-72HR	19.0044	1.41	9494	0.09	0.13
100YR-72HR	19.5037	1.40	9477	0.09	0.07
100YR-72HR	20.0081	1.40	9469	0.09	0.12
100YR-72HR	20.5022	1.39	9464	0.09	0.13
100YR-72HR	21.0022	1.39	9457	0.09	0.13
100YR-72HR	21.5022	1.39	9452	0.09	0.12
100YR-72HR	22.0000	1.38	9435	0.09	0.11
100YR-72HR	22.5043	1.38	9430	0.09	0.12
100YR-72HR	23.0011	1.38	9424	0.09	0.12
100YR-72HR	23.5017	1.38	9418	0.10	0.00
100YR-72HR	24.0036	1.37	9403	0.10	0.12
100YR-72HR	24.5026	1.37	9408	0.14	0.14
100YR-72HR	25.0030	1.37	9397	0.14	0.14
100YR-72HR	25.5039	1.37	9399	0.14	0.15
100YR-72HR	26.0047	1.37	9388	0.14	0.14
100YR-72HR	26.5004	1.36	9378	0.14	0.14
100YR-72HR	27.0069	1.36	9367	0.14	0.13
100YR-72HR	27.5064	1.36	9357	0.14	0.13
100YR-72HR	28.0001	1.35	9347	0.14	0.13
100YR-72HR	28.5036	1.35	9339	0.14	0.16
100YR-72HR	29.0046	1.35	9342	0.14	0.18
100YR-72HR	29.5050	1.35	9334	0.14	0.14
100YR-72HR	30.0068	1.35	9326	0.14	0.14
100YR-72HR	30.5015	1.34	9319	0.14	0.13
100YR-72HR	31.0008	1.34	9310	0.14	0.13
100YR-72HR	31.5025	1.34	9302	0.15	0.12
100YR-72HR	32.0007	1.34	9305	0.15	0.24
100YR-72HR	32.5042	1.34	9298	0.15	0.15
100YR-72HR	33.0088	1.33	9292	0.15	0.14
100YR-72HR	33.5049	1.33	9286	0.15	0.14
100YR-72HR	34.0002	1.33	9279	0.15	0.14
100YR-72HR	34.5031	1.33	9270	0.15	0.14

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
100YR-72HR	35.0061	1.32	9263	0.15	0.14
100YR-72HR	35.5016	1.32	9258	0.15	0.13
100YR-72HR	36.0048	1.32	9250	0.15	0.14
100YR-72HR	36.5024	1.32	9252	0.15	0.36
100YR-72HR	37.0079	1.32	9253	0.15	0.14
100YR-72HR	37.5007	1.32	9249	0.15	0.14
100YR-72HR	38.0077	1.32	9244	0.15	0.14
100YR-72HR	38.5010	1.31	9240	0.15	0.14
100YR-72HR	39.0037	1.31	9235	0.15	0.15
100YR-72HR	39.5046	1.32	9242	0.15	0.18
100YR-72HR	40.0031	1.31	9238	0.15	0.14
100YR-72HR	40.5024	1.31	9235	0.15	0.14
100YR-72HR	41.0044	1.31	9229	0.15	0.14
100YR-72HR	41.5021	1.31	9225	0.15	0.14
100YR-72HR	42.0030	1.31	9219	0.15	0.14
100YR-72HR	42.5020	1.30	9213	0.15	0.14
100YR-72HR	43.0013	1.30	9209	0.15	0.14
100YR-72HR	43.5063	1.30	9207	0.15	0.14
100YR-72HR	44.0043	1.30	9203	0.15	0.14
100YR-72HR	44.5023	1.30	9198	0.15	0.15
100YR-72HR	45.0044	1.30	9195	0.15	0.13
100YR-72HR	45.5023	1.30	9200	0.15	0.30
100YR-72HR	46.0032	1.30	9198	0.15	0.20
100YR-72HR	46.5026	1.30	9197	0.15	0.14
100YR-72HR	47.0080	1.30	9194	0.15	0.14
100YR-72HR	47.5055	1.30	9189	0.15	0.14
100YR-72HR	48.0025	1.30	9188	0.15	0.14
100YR-72HR	48.5053	1.30	9189	0.17	0.14
100YR-72HR	49.0032	1.30	9192	0.17	0.14
100YR-72HR	49.5011	1.30	9208	0.17	0.18
100YR-72HR	50.0086	1.30	9214	0.18	0.15
100YR-72HR	50.5029	1.31	9226	0.20	0.15
100YR-72HR	51.0050	1.32	9242	0.21	0.15
100YR-72HR	51.5018	1.32	9261	0.22	0.16
100YR-72HR	52.0058	1.33	9294	0.23	0.29

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
100YR-72HR	52.5021	1.34	9323	0.29	0.46
100YR-72HR	53.0032	1.36	9377	0.30	0.19
100YR-72HR	53.5002	1.38	9436	0.36	0.20
100YR-72HR	54.0019	1.41	9502	0.36	0.21
100YR-72HR	54.5007	1.44	9580	0.43	0.23
100YR-72HR	55.0081	1.48	9687	0.44	0.25
100YR-72HR	55.5039	1.51	9786	0.50	0.26
100YR-72HR	56.0052	1.55	9892	0.51	0.26
100YR-72HR	56.5029	1.59	10010	0.59	0.28
100YR-72HR	57.0021	1.64	10155	0.60	0.73
100YR-72HR	57.5053	1.70	10310	0.70	0.32
100YR-72HR	58.0025	1.77	10503	0.77	0.35
100YR-72HR	58.5025	1.85	10716	0.85	0.38
100YR-72HR	59.0026	1.94	10991	1.12	0.46
100YR-72HR	59.5012	2.10	11258	1.73	0.63
100YR-72HR	60.0000	2.97	12146	11.42	3.14
100YR-72HR	60.5006	3.60	12430	3.17	1.28
100YR-72HR	61.0015	3.74	12487	1.45	0.77
100YR-72HR	61.5009	3.81	12512	1.02	0.66
100YR-72HR	62.0021	3.85	12527	0.84	0.38
100YR-72HR	62.5001	3.87	12536	0.62	0.54
100YR-72HR	63.0018	3.88	12540	0.54	1.09
100YR-72HR	63.5008	3.89	12544	0.54	0.49
100YR-72HR	64.0013	3.91	12549	0.54	0.44
100YR-72HR	64.5004	3.91	12549	0.34	0.39
100YR-72HR	65.0015	3.90	12545	0.32	0.12
100YR-72HR	65.5018	3.89	12542	0.32	0.25
100YR-72HR	66.0012	3.88	12539	0.32	0.21
100YR-72HR	66.5030	3.87	12536	0.32	0.06
100YR-72HR	67.0000	3.87	12534	0.32	0.33
100YR-72HR	67.5020	3.86	12532	0.32	0.38
100YR-72HR	68.0014	3.86	12530	0.32	0.33
100YR-72HR	68.5019	3.84	12525	0.22	0.71
100YR-72HR	69.0019	3.82	12518	0.21	0.33
100YR-72HR	69.5001	3.81	12512	0.21	0.83

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
100YR-72HR	70.0001	3.79	12506	0.21	0.54
100YR-72HR	70.5012	3.77	12499	0.22	0.35
100YR-72HR	71.0024	3.76	12493	0.22	0.16
100YR-72HR	71.5007	3.74	12487	0.22	0.30
100YR-72HR	72.0021	3.73	12481	0.22	0.34
100YR-72HR	72.5009	3.70	12470	0.01	0.26
100YR-72HR	73.0034	3.66	12456	0.00	0.26
100YR-72HR	73.5045	3.62	12441	0.00	0.00
100YR-72HR	74.0019	3.59	12427	0.00	0.26
100YR-72HR	74.5023	3.55	12413	0.00	0.25
100YR-72HR	75.0025	3.51	12398	0.00	0.23
100YR-72HR	75.5040	3.48	12383	0.00	0.41
100YR-72HR	76.0034	3.44	12369	0.00	0.07
100YR-72HR	76.5002	3.41	12355	0.00	0.60
100YR-72HR	77.0053	3.37	12342	0.00	0.07
100YR-72HR	77.5021	3.34	12329	0.00	0.17
100YR-72HR	78.0011	3.31	12316	0.00	0.24
100YR-72HR	78.5029	3.27	12300	0.00	0.22
100YR-72HR	79.0002	3.24	12285	0.00	0.23
100YR-72HR	79.5013	3.21	12271	0.00	0.22

25 year - 72 hour

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25YR-72HR	0.0000	1.86	10757	0.00	0.00
25YR-72HR	0.5050	1.71	10347	0.06	0.46
25YR-72HR	1.0044	1.66	10196	0.07	0.31
25YR-72HR	1.5011	1.62	10087	0.07	0.24
25YR-72HR	2.0018	1.59	10002	0.07	0.19
25YR-72HR	2.5083	1.57	9953	0.07	0.06
25YR-72HR	3.0027	1.56	9931	0.07	0.12
25YR-72HR	3.5062	1.57	9946	0.07	0.01
25YR-72HR	4.0028	1.57	9938	0.07	0.13
25YR-72HR	4.5042	1.55	9906	0.07	0.13
25YR-72HR	5.0043	1.55	9886	0.07	0.13
25YR-72HR	5.5038	1.54	9865	0.07	0.13
25YR-72HR	6.0004	1.53	9844	0.14	0.00
25YR-72HR	6.5006	1.52	9816	0.07	0.13
25YR-72HR	7.0003	1.51	9798	0.07	0.12
25YR-72HR	7.5042	1.51	9779	0.07	0.12
25YR-72HR	8.0056	1.50	9753	0.07	0.01
25YR-72HR	8.5014	1.49	9732	0.07	0.12
25YR-72HR	9.0032	1.49	9714	0.07	0.12
25YR-72HR	9.5006	1.48	9698	0.07	0.12
25YR-72HR	10.0054	1.47	9670	0.07	0.12
25YR-72HR	10.5027	1.46	9654	0.07	0.12
25YR-72HR	11.0010	1.46	9638	0.07	0.12
25YR-72HR	11.5010	1.45	9618	0.19	0.00
25YR-72HR	12.0052	1.44	9596	0.07	0.12
25YR-72HR	12.5056	1.44	9581	0.07	0.12
25YR-72HR	13.0014	1.43	9566	0.07	0.12
25YR-72HR	13.5078	1.42	9541	0.07	0.11
25YR-72HR	14.0030	1.42	9528	0.07	0.12
25YR-72HR	14.5050	1.41	9514	0.07	0.12
25YR-72HR	15.0031	1.41	9500	0.07	0.12
25YR-72HR	15.5018	1.40	9477	0.07	0.11
25YR-72HR	16.0021	1.40	9464	0.07	0.12
25YR-72HR	16.5010	1.38	9435	0.07	0.12
25YR-72HR	17.0028	1.38	9426	0.08	0.11

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25YR-72HR	17.5002	1.37	9406	0.08	0.08
25YR-72HR	18.0056	1.37	9394	0.08	0.12
25YR-72HR	18.5056	1.37	9384	0.08	0.12
25YR-72HR	19.0026	1.36	9373	0.08	0.12
25YR-72HR	19.5094	1.35	9352	0.08	0.10
25YR-72HR	20.0045	1.35	9341	0.08	0.11
25YR-72HR	20.5029	1.35	9330	0.08	0.12
25YR-72HR	21.0031	1.34	9320	0.08	0.12
25YR-72HR	21.5021	1.34	9300	0.08	0.07
25YR-72HR	22.0038	1.33	9289	0.08	0.12
25YR-72HR	22.5012	1.33	9280	0.08	0.12
25YR-72HR	23.0031	1.32	9269	0.08	0.12
25YR-72HR	23.5080	1.32	9250	0.08	0.10
25YR-72HR	24.0095	1.31	9240	0.08	0.12
25YR-72HR	24.5035	1.31	9239	0.11	0.13
25YR-72HR	25.0039	1.32	9244	0.12	0.13
25YR-72HR	25.5083	1.31	9238	0.12	0.12
25YR-72HR	26.0031	1.32	9243	0.12	0.13
25YR-72HR	26.5008	1.32	9247	0.12	0.13
25YR-72HR	27.0014	1.32	9244	0.12	0.05
25YR-72HR	27.5061	1.32	9245	0.12	0.13
25YR-72HR	28.0026	1.32	9250	0.12	0.13
25YR-72HR	28.5004	1.32	9256	0.12	0.13
25YR-72HR	29.0069	1.32	9250	0.12	0.13
25YR-72HR	29.5065	1.32	9255	0.12	0.13
25YR-72HR	30.0026	1.32	9260	0.12	0.13
25YR-72HR	30.5053	1.32	9256	0.12	0.06
25YR-72HR	31.0000	1.32	9260	0.12	0.13
25YR-72HR	31.5022	1.32	9265	0.12	0.13
25YR-72HR	32.0021	1.33	9271	0.12	0.09
25YR-72HR	32.5072	1.32	9266	0.12	0.13
25YR-72HR	33.0010	1.33	9272	0.12	0.13
25YR-72HR	33.5016	1.33	9278	0.12	0.13
25YR-72HR	34.0008	1.33	9283	0.12	0.14
25YR-72HR	34.5013	1.33	9278	0.12	0.13

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25YR-72HR	35.0069	1.33	9283	0.12	0.13
25YR-72HR	35.5036	1.33	9289	0.12	0.13
25YR-72HR	36.0026	1.33	9285	0.12	0.10
25YR-72HR	36.5087	1.33	9291	0.13	0.13
25YR-72HR	37.0043	1.34	9298	0.13	0.13
25YR-72HR	37.5041	1.34	9304	0.13	0.14
25YR-72HR	38.0097	1.34	9301	0.13	0.12
25YR-72HR	38.5029	1.34	9307	0.13	0.13
25YR-72HR	39.0027	1.34	9301	0.13	0.13
25YR-72HR	39.5046	1.34	9313	0.13	0.13
25YR-72HR	40.0052	1.34	9321	0.13	0.13
25YR-72HR	40.5041	1.34	9319	0.13	0.10
25YR-72HR	41.0034	1.35	9326	0.13	0.13
25YR-72HR	41.5011	1.35	9333	0.13	0.13
25YR-72HR	42.0051	1.35	9332	0.13	0.08
25YR-72HR	42.5036	1.35	9337	0.13	0.14
25YR-72HR	43.0041	1.35	9344	0.13	0.13
25YR-72HR	43.5065	1.35	9339	0.13	0.14
25YR-72HR	44.0029	1.35	9329	0.13	0.04
25YR-72HR	44.5067	1.35	9345	0.13	0.12
25YR-72HR	45.0033	1.35	9335	0.13	0.12
25YR-72HR	45.5046	1.34	9324	0.13	0.12
25YR-72HR	46.0011	1.34	9312	0.13	0.13
25YR-72HR	46.5060	1.34	9313	0.13	0.10
25YR-72HR	47.0027	1.34	9320	0.13	0.13
25YR-72HR	47.5009	1.35	9329	0.13	0.13
25YR-72HR	48.0000	1.35	9337	0.13	0.11
25YR-72HR	48.5028	1.35	9338	0.14	0.14
25YR-72HR	49.0008	1.35	9330	0.14	0.14
25YR-72HR	49.5010	1.34	9322	0.15	0.13
25YR-72HR	50.0092	1.35	9326	0.15	0.20
25YR-72HR	50.5061	1.35	9326	0.17	0.15
25YR-72HR	51.0058	1.35	9328	0.17	0.15
25YR-72HR	51.5031	1.35	9335	0.19	0.15
25YR-72HR	52.0007	1.35	9342	0.19	0.15

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25YR-72HR	52.5005	1.36	9361	0.24	0.17
25YR-72HR	53.0023	1.37	9389	0.25	0.17
25YR-72HR	53.5029	1.39	9444	0.30	0.22
25YR-72HR	54.0048	1.40	9491	0.31	0.19
25YR-72HR	54.5045	1.43	9549	0.36	0.21
25YR-72HR	55.0036	1.45	9613	0.37	0.21
25YR-72HR	55.5041	1.48	9699	0.43	0.60
25YR-72HR	56.0075	1.51	9789	0.43	0.25
25YR-72HR	56.5008	1.55	9883	0.50	0.26
25YR-72HR	57.0017	1.58	9983	0.50	0.26
25YR-72HR	57.5013	1.62	10101	0.59	0.28
25YR-72HR	58.0024	1.68	10263	0.65	0.32
25YR-72HR	58.5014	1.74	10431	0.72	0.33
25YR-72HR	59.0012	1.83	10664	0.95	0.40
25YR-72HR	59.5002	1.96	11025	1.46	0.55
25YR-72HR	60.0004	2.71	11900	9.69	2.70
25YR-72HR	60.5002	3.24	12285	2.69	1.15
25YR-72HR	61.0000	3.37	12339	1.23	0.22
25YR-72HR	61.5020	3.42	12360	0.87	0.57
25YR-72HR	62.0001	3.46	12374	0.71	0.51
25YR-72HR	62.5012	3.47	12381	0.53	0.42
25YR-72HR	63.0018	3.48	12384	0.46	0.33
25YR-72HR	63.5021	3.49	12387	0.46	0.46
25YR-72HR	64.0018	3.50	12391	0.46	0.11
25YR-72HR	64.5013	3.50	12390	0.28	0.31
25YR-72HR	65.0024	3.49	12386	0.27	0.27
25YR-72HR	65.5029	3.48	12383	0.28	0.11
25YR-72HR	66.0008	3.47	12380	0.28	0.27
25YR-72HR	66.5025	3.46	12377	0.28	0.34
25YR-72HR	67.0025	3.46	12374	0.28	0.53
25YR-72HR	67.5032	3.45	12371	0.28	0.27
25YR-72HR	68.0008	3.44	12369	0.28	0.26
25YR-72HR	68.5043	3.43	12363	0.19	0.09
25YR-72HR	69.0010	3.41	12357	0.18	0.30
25YR-72HR	69.5038	3.40	12351	0.18	0.08

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
25YR-72HR	70.0006	3.38	12345	0.18	0.29
25YR-72HR	70.5002	3.37	12339	0.18	0.06
25YR-72HR	71.0013	3.35	12334	0.18	0.28
25YR-72HR	71.5002	3.34	12328	0.18	0.13
25YR-72HR	72.0037	3.32	12323	0.18	0.06
25YR-72HR	72.5008	3.30	12311	0.01	0.24
25YR-72HR	73.0024	3.26	12295	0.00	0.23
25YR-72HR	73.5020	3.23	12280	0.00	0.29
25YR-72HR	74.0055	3.20	12266	0.00	0.16
25YR-72HR	74.5016	3.17	12253	0.00	0.22
25YR-72HR	75.0032	3.13	12238	0.00	0.01
25YR-72HR	75.5018	3.10	12224	0.00	0.21
25YR-72HR	76.0030	3.07	12210	0.00	0.21
25YR-72HR	76.5049	3.04	12195	0.00	0.27
25YR-72HR	77.0001	3.01	12181	0.00	0.20
25YR-72HR	77.5049	2.98	12157	0.00	0.05
25YR-72HR	78.0044	2.95	12130	0.00	0.08
25YR-72HR	78.5031	2.92	12103	0.00	0.20
25YR-72HR	79.0000	2.89	12076	0.00	0.20
25YR-72HR	79.5047	2.86	12048	0.00	0.19

10 year - 72 hour

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-72HR	0.0000	1.86	10757	0.00	0.00
10YR-72HR	0.5050	1.71	10344	0.05	0.45
10YR-72HR	1.0024	1.66	10190	0.06	0.31
10YR-72HR	1.5003	1.62	10079	0.06	0.24
10YR-72HR	2.0045	1.59	9994	0.06	0.19
10YR-72HR	2.5013	1.56	9936	0.06	0.16
10YR-72HR	3.0032	1.55	9902	0.06	0.15
10YR-72HR	3.5003	1.54	9864	0.06	0.14
10YR-72HR	4.0021	1.53	9837	0.06	0.13
10YR-72HR	4.5047	1.52	9809	0.06	0.13
10YR-72HR	5.0024	1.51	9783	0.06	0.13
10YR-72HR	5.5048	1.50	9747	0.06	0.12
10YR-72HR	6.0048	1.49	9724	0.06	0.12
10YR-72HR	6.5018	1.48	9701	0.06	0.12
10YR-72HR	7.0004	1.47	9677	0.07	0.00
10YR-72HR	7.5048	1.46	9647	0.06	0.08
10YR-72HR	8.0091	1.45	9624	0.06	0.11
10YR-72HR	8.5056	1.45	9603	0.06	0.12
10YR-72HR	9.0057	1.44	9582	0.06	0.12
10YR-72HR	9.5033	1.43	9562	0.06	0.12
10YR-72HR	10.0076	1.42	9532	0.06	0.08
10YR-72HR	10.5020	1.41	9511	0.06	0.11
10YR-72HR	11.0053	1.40	9491	0.06	0.11
10YR-72HR	11.5004	1.40	9472	0.06	0.11
10YR-72HR	12.0094	1.39	9442	0.06	0.11
10YR-72HR	12.5055	1.38	9423	0.06	0.11
10YR-72HR	13.0027	1.37	9405	0.06	0.11
10YR-72HR	13.5021	1.37	9387	0.06	0.11
10YR-72HR	14.0017	1.36	9359	0.06	0.11
10YR-72HR	14.5012	1.35	9341	0.06	0.11
10YR-72HR	15.0022	1.34	9324	0.06	0.11
10YR-72HR	15.5014	1.34	9307	0.06	0.11
10YR-72HR	16.0018	1.33	9281	0.06	0.03
10YR-72HR	16.5066	1.32	9263	0.06	0.11
10YR-72HR	17.0016	1.32	9246	0.06	0.11

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-72HR	17.5028	1.31	9231	0.06	0.11
10YR-72HR	18.0028	1.30	9205	0.06	0.09
10YR-72HR	18.5036	1.30	9189	0.06	0.11
10YR-72HR	19.0052	1.29	9174	0.06	0.11
10YR-72HR	19.5028	1.29	9159	0.06	0.11
10YR-72HR	20.0013	1.28	9134	0.06	0.10
10YR-72HR	20.5027	1.27	9119	0.06	0.11
10YR-72HR	21.0004	1.27	9105	0.06	0.11
10YR-72HR	21.5017	1.26	9091	0.06	0.11
10YR-72HR	22.0003	1.25	9070	0.06	0.00
10YR-72HR	22.5065	1.25	9052	0.06	0.10
10YR-72HR	23.0044	1.24	9039	0.06	0.11
10YR-72HR	23.5004	1.24	9026	0.06	0.11
10YR-72HR	24.0014	1.23	9013	0.06	0.10
10YR-72HR	24.5080	1.23	8997	0.09	0.11
10YR-72HR	25.0009	1.23	8995	0.09	0.11
10YR-72HR	25.5000	1.23	8994	0.09	0.11
10YR-72HR	26.0029	1.22	8986	0.10	0.00
10YR-72HR	26.5058	1.22	8981	0.09	0.11
10YR-72HR	27.0032	1.22	8980	0.09	0.12
10YR-72HR	27.5015	1.22	8979	0.10	0.12
10YR-72HR	28.0104	1.22	8968	0.10	0.11
10YR-72HR	28.5027	1.22	8967	0.10	0.12
10YR-72HR	29.0037	1.22	8966	0.10	0.12
10YR-72HR	29.5012	1.22	8965	0.10	0.12
10YR-72HR	30.0007	1.21	8957	0.10	0.02
10YR-72HR	30.5041	1.21	8954	0.10	0.12
10YR-72HR	31.0026	1.21	8954	0.10	0.12
10YR-72HR	31.5034	1.21	8953	0.10	0.12
10YR-72HR	32.0036	1.21	8952	0.10	0.01
10YR-72HR	32.5055	1.21	8943	0.10	0.12
10YR-72HR	33.0057	1.21	8943	0.10	0.12
10YR-72HR	33.5022	1.21	8944	0.10	0.12
10YR-72HR	34.0015	1.21	8936	0.10	0.04
10YR-72HR	34.5028	1.20	8935	0.10	0.12

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-72HR	35.0004	1.20	8935	0.10	0.12
10YR-72HR	35.5026	1.20	8931	0.12	0.00
10YR-72HR	36.0010	1.20	8927	0.10	0.12
10YR-72HR	36.5038	1.20	8928	0.10	0.12
10YR-72HR	37.0004	1.20	8930	0.10	0.11
10YR-72HR	37.5039	1.20	8921	0.10	0.11
10YR-72HR	38.0076	1.20	8923	0.10	0.12
10YR-72HR	38.5039	1.20	8924	0.10	0.12
10YR-72HR	39.0078	1.20	8918	0.10	0.03
10YR-72HR	39.5047	1.20	8918	0.10	0.12
10YR-72HR	40.0053	1.20	8919	0.10	0.12
10YR-72HR	40.5004	1.20	8921	0.10	0.12
10YR-72HR	41.0034	1.20	8923	0.10	0.12
10YR-72HR	41.5016	1.20	8915	0.10	0.11
10YR-72HR	42.0049	1.20	8917	0.10	0.12
10YR-72HR	42.5068	1.20	8919	0.10	0.12
10YR-72HR	43.0011	1.20	8922	0.10	0.12
10YR-72HR	43.5015	1.20	8916	0.10	0.05
10YR-72HR	44.0057	1.20	8916	0.10	0.12
10YR-72HR	44.5045	1.20	8918	0.10	0.12
10YR-72HR	45.0018	1.20	8921	0.10	0.12
10YR-72HR	45.5011	1.20	8920	0.11	0.00
10YR-72HR	46.0045	1.20	8916	0.10	0.12
10YR-72HR	46.5016	1.20	8919	0.10	0.12
10YR-72HR	47.0015	1.20	8921	0.10	0.12
10YR-72HR	47.5094	1.20	8914	0.10	0.11
10YR-72HR	48.0010	1.20	8916	0.10	0.12
10YR-72HR	48.5020	1.20	8921	0.12	0.12
10YR-72HR	49.0039	1.20	8924	0.12	0.00
10YR-72HR	49.5031	1.20	8927	0.12	0.12
10YR-72HR	50.0016	1.20	8935	0.12	0.12
10YR-72HR	50.5034	1.21	8948	0.14	0.13
10YR-72HR	51.0088	1.21	8954	0.14	0.14
10YR-72HR	51.5010	1.21	8955	0.15	0.13
10YR-72HR	52.0070	1.21	8958	0.16	0.13

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-72HR	52.5025	1.22	8973	0.20	0.15
10YR-72HR	53.0043	1.23	8993	0.20	0.15
10YR-72HR	53.5034	1.24	9023	0.25	0.17
10YR-72HR	54.0020	1.25	9066	0.25	0.30
10YR-72HR	54.5011	1.27	9117	0.30	0.22
10YR-72HR	55.0077	1.29	9171	0.30	0.19
10YR-72HR	55.5026	1.31	9233	0.35	0.20
10YR-72HR	56.0031	1.34	9299	0.35	0.20
10YR-72HR	56.5026	1.36	9376	0.41	0.22
10YR-72HR	57.0064	1.40	9476	0.41	0.25
10YR-72HR	57.5042	1.43	9575	0.48	0.25
10YR-72HR	58.0010	1.48	9687	0.53	0.26
10YR-72HR	58.5011	1.52	9815	0.59	0.28
10YR-72HR	59.0048	1.59	10013	0.78	0.34
10YR-72HR	59.5013	1.70	10320	1.20	0.46
10YR-72HR	60.0001	2.34	11526	7.96	2.26
10YR-72HR	60.5001	2.79	11980	2.22	0.94
10YR-72HR	61.0006	2.89	12078	1.01	0.58
10YR-72HR	61.5031	2.94	12119	0.71	0.47
10YR-72HR	62.0034	2.96	12144	0.59	0.43
10YR-72HR	62.5027	2.98	12156	0.43	0.43
10YR-72HR	63.0014	2.98	12161	0.38	0.83
10YR-72HR	63.5018	2.99	12167	0.38	0.33
10YR-72HR	64.0012	3.00	12172	0.38	0.30
10YR-72HR	64.5016	2.99	12170	0.23	0.42
10YR-72HR	65.0004	2.98	12162	0.23	1.43
10YR-72HR	65.5011	2.98	12155	0.23	0.30
10YR-72HR	66.0048	2.97	12148	0.23	0.30
10YR-72HR	66.5022	2.96	12142	0.23	0.28
10YR-72HR	67.0049	2.95	12135	0.23	0.40
10YR-72HR	67.5026	2.95	12130	0.23	0.26
10YR-72HR	68.0019	2.94	12124	0.23	0.07
10YR-72HR	68.5061	2.93	12113	0.16	0.00
10YR-72HR	69.0031	2.92	12100	0.15	0.25
10YR-72HR	69.5014	2.90	12087	0.15	0.11

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-72HR	70.0019	2.89	12074	0.15	0.24
10YR-72HR	70.5020	2.88	12062	0.15	0.24
10YR-72HR	71.0041	2.86	12049	0.15	0.41
10YR-72HR	71.5022	2.85	12037	0.15	0.24
10YR-72HR	72.0008	2.84	12025	0.15	0.24
10YR-72HR	72.5033	2.81	12003	0.01	0.20
10YR-72HR	73.0027	2.78	11975	0.00	0.19
10YR-72HR	73.5027	2.75	11948	0.00	0.19
10YR-72HR	74.0021	2.73	11921	0.00	0.29
10YR-72HR	74.5048	2.70	11894	0.00	0.19
10YR-72HR	75.0030	2.67	11867	0.00	0.18
10YR-72HR	75.5046	2.64	11840	0.00	0.19
10YR-72HR	76.0011	2.62	11819	0.00	0.19
10YR-72HR	76.5065	2.60	11792	0.00	0.17
10YR-72HR	77.0022	2.57	11767	0.00	0.15
10YR-72HR	77.5016	2.55	11749	0.00	0.16
10YR-72HR	78.0031	2.53	11724	0.00	0.15
10YR-72HR	78.5025	2.51	11703	0.00	0.16
10YR-72HR	79.0030	2.48	11673	0.00	0.16
10YR-72HR	79.5050	2.46	11652	0.00	0.00

10 year - 24 hour

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-24HR	0.0000	1.86	10757	0.00	0.00
10YR-24HR	0.5050	1.72	10354	0.10	0.47
10YR-24HR	1.0017	1.67	10217	0.10	0.37
10YR-24HR	1.5063	1.64	10137	0.11	0.21
10YR-24HR	2.0021	1.62	10103	0.11	0.18
10YR-24HR	2.5012	1.62	10086	0.12	0.19
10YR-24HR	3.0046	1.61	10066	0.12	0.37
10YR-24HR	3.5055	1.61	10050	0.13	0.22
10YR-24HR	4.0045	1.59	10010	0.13	0.06
10YR-24HR	4.5003	1.60	10021	0.14	0.14
10YR-24HR	5.0013	1.59	10001	0.15	0.23
10YR-24HR	5.5032	1.58	9986	0.16	0.14
10YR-24HR	6.0076	1.59	9999	0.16	0.15
10YR-24HR	6.5027	1.58	9992	0.19	0.16
10YR-24HR	7.0030	1.58	9992	0.19	0.21
10YR-24HR	7.5064	1.59	10013	0.22	0.18
10YR-24HR	8.0004	1.60	10023	0.23	0.18
10YR-24HR	8.5003	1.60	10044	0.27	0.19
10YR-24HR	9.0025	1.61	10074	0.31	0.20
10YR-24HR	9.5009	1.63	10115	0.34	0.21
10YR-24HR	10.0037	1.65	10171	0.40	0.22
10YR-24HR	10.5081	1.69	10277	0.51	0.41
10YR-24HR	11.0050	1.73	10407	0.66	0.31
10YR-24HR	11.5027	1.81	10623	1.20	0.45
10YR-24HR	12.0004	2.27	11449	7.12	1.99
10YR-24HR	12.5000	2.77	11967	2.46	0.97
10YR-24HR	13.0014	2.88	12069	0.88	0.23
10YR-24HR	13.5002	2.92	12102	0.65	0.45
10YR-24HR	14.0026	2.94	12121	0.51	0.40
10YR-24HR	14.5013	2.95	12133	0.44	0.33
10YR-24HR	15.0017	2.96	12139	0.37	0.39
10YR-24HR	15.5014	2.96	12143	0.35	0.33
10YR-24HR	16.0015	2.96	12144	0.30	0.74
10YR-24HR	16.5002	2.96	12141	0.28	0.32
10YR-24HR	17.0039	2.96	12138	0.26	0.75

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
10YR-24HR	17.5002	2.95	12134	0.25	0.32
10YR-24HR	18.0022	2.95	12127	0.21	0.29
10YR-24HR	18.5042	2.94	12121	0.23	0.51
10YR-24HR	19.0032	2.93	12112	0.19	0.29
10YR-24HR	19.5038	2.92	12104	0.21	0.14
10YR-24HR	20.0021	2.91	12095	0.19	0.20
10YR-24HR	20.5022	2.90	12084	0.16	0.25
10YR-24HR	21.0039	2.89	12072	0.16	0.24
10YR-24HR	21.5051	2.87	12060	0.16	0.24
10YR-24HR	22.0016	2.86	12049	0.16	0.24
10YR-24HR	22.5007	2.85	12038	0.16	0.24
10YR-24HR	23.0001	2.84	12025	0.14	0.24
10YR-24HR	23.5036	2.82	12012	0.14	0.23
10YR-24HR	24.0010	2.81	11997	0.12	0.23
10YR-24HR	24.5031	2.78	11974	0.01	0.20
10YR-24HR	25.0006	2.75	11946	0.00	0.04
10YR-24HR	25.5027	2.73	11919	0.00	0.19
10YR-24HR	26.0051	2.70	11892	0.00	0.42
10YR-24HR	26.5022	2.68	11871	0.00	0.18
10YR-24HR	27.0048	2.65	11844	0.00	0.23
10YR-24HR	27.5041	2.63	11823	0.00	0.18
10YR-24HR	28.0012	2.61	11801	0.00	0.20
10YR-24HR	28.5075	2.58	11774	0.00	0.16
10YR-24HR	29.0078	2.55	11751	0.15	0.00
10YR-24HR	29.5019	2.52	11720	0.00	0.15
10YR-24HR	30.0020	2.50	11700	0.00	0.16

5 year - 24 hour

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
5YR-24HR	0.0000	1.86	10757	0.00	0.00
5YR-24HR	0.5050	1.71	10352	0.09	0.46
5YR-24HR	1.0064	1.66	10211	0.09	0.32
5YR-24HR	1.5037	1.63	10114	0.10	0.25
5YR-24HR	2.0022	1.61	10054	0.10	0.23
5YR-24HR	2.5053	1.60	10025	0.11	0.05
5YR-24HR	3.0027	1.59	10013	0.11	0.04
5YR-24HR	3.5015	1.59	9997	0.12	0.16
5YR-24HR	4.0065	1.58	9987	0.12	0.16
5YR-24HR	4.5005	1.58	9982	0.13	0.16
5YR-24HR	5.0013	1.58	9976	0.28	0.00
5YR-24HR	5.5013	1.58	9971	0.14	0.16
5YR-24HR	6.0038	1.58	9975	0.14	0.15
5YR-24HR	6.5039	1.58	9986	0.17	0.16
5YR-24HR	7.0017	1.58	9991	0.17	0.18
5YR-24HR	7.5060	1.58	9987	0.20	0.17
5YR-24HR	8.0076	1.58	9991	0.21	0.17
5YR-24HR	8.5002	1.58	9967	0.24	0.22
5YR-24HR	9.0020	1.58	9992	0.28	0.21
5YR-24HR	9.5101	1.60	10043	0.31	0.25
5YR-24HR	10.0037	1.62	10083	0.36	0.59
5YR-24HR	10.5026	1.65	10164	0.46	0.25
5YR-24HR	11.0026	1.69	10277	0.60	0.29
5YR-24HR	11.5022	1.75	10463	1.10	0.42
5YR-24HR	12.0004	2.17	11348	6.53	1.84
5YR-24HR	12.5019	2.65	11841	2.25	0.89
5YR-24HR	13.0000	2.74	11938	0.81	0.69
5YR-24HR	13.5025	2.78	11968	0.60	0.62
5YR-24HR	14.0015	2.79	11986	0.47	0.38
5YR-24HR	14.5002	2.81	11996	0.41	0.36
5YR-24HR	15.0002	2.81	12001	0.34	0.23
5YR-24HR	15.5021	2.81	12004	0.32	0.07
5YR-24HR	16.0012	2.81	12003	0.28	0.52
5YR-24HR	16.5025	2.81	12001	0.26	0.20
5YR-24HR	17.0016	2.81	11997	0.23	0.65

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
5YR-24HR	17.5014	2.80	11992	0.23	0.28
5YR-24HR	18.0008	2.79	11985	0.19	0.24
5YR-24HR	18.5030	2.79	11977	0.21	0.08
5YR-24HR	19.0015	2.78	11969	0.17	0.25
5YR-24HR	19.5020	2.77	11960	0.19	0.27
5YR-24HR	20.0017	2.76	11951	0.17	0.24
5YR-24HR	20.5023	2.75	11939	0.15	0.23
5YR-24HR	21.0007	2.73	11927	0.15	0.23
5YR-24HR	21.5027	2.72	11916	0.15	0.23
5YR-24HR	22.0057	2.71	11904	0.15	0.41
5YR-24HR	22.5045	2.70	11893	0.15	0.24
5YR-24HR	23.0028	2.68	11880	0.13	0.09
5YR-24HR	23.5016	2.67	11866	0.13	0.21
5YR-24HR	24.0063	2.66	11851	0.11	0.43
5YR-24HR	24.5001	2.63	11829	0.01	0.19
5YR-24HR	25.0028	2.61	11802	0.00	0.33
5YR-24HR	25.5047	2.58	11775	0.00	0.18
5YR-24HR	26.0011	2.55	11748	0.00	0.17
5YR-24HR	26.5007	2.54	11732	0.00	0.17
5YR-24HR	27.0026	2.51	11703	0.00	0.21
5YR-24HR	27.5066	2.48	11678	0.00	0.13
5YR-24HR	28.0004	2.47	11660	0.00	0.16
5YR-24HR	28.5026	2.44	11639	0.00	0.16
5YR-24HR	29.0081	2.42	11614	0.00	0.03
5YR-24HR	29.5018	2.40	11592	0.00	0.16
5YR-24HR	30.0020	2.38	11571	0.00	0.16

3 year - 24 hour

All Elevations in NAVD88

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
3YR-24HR	0.0000	1.86	10757	0.00	0.00
3YR-24HR	0.5050	1.71	10348	0.07	0.46
3YR-24HR	1.0044	1.66	10200	0.07	0.32
3YR-24HR	1.5076	1.62	10093	0.08	0.24
3YR-24HR	2.0083	1.59	10015	0.08	0.19
3YR-24HR	2.5058	1.58	9971	0.09	0.08
3YR-24HR	3.0053	1.58	9967	0.09	0.16
3YR-24HR	3.5029	1.56	9932	0.09	0.15
3YR-24HR	4.0012	1.56	9918	0.09	0.15
3YR-24HR	4.5024	1.55	9905	0.11	0.15
3YR-24HR	5.0065	1.55	9888	0.11	0.02
3YR-24HR	5.5066	1.54	9878	0.11	0.14
3YR-24HR	6.0057	1.54	9873	0.11	0.14
3YR-24HR	6.5027	1.54	9872	0.13	0.14
3YR-24HR	7.0052	1.54	9864	0.13	0.15
3YR-24HR	7.5043	1.54	9872	0.15	0.15
3YR-24HR	8.0022	1.54	9858	0.16	0.15
3YR-24HR	8.5047	1.54	9862	0.19	0.41
3YR-24HR	9.0069	1.54	9872	0.22	0.17
3YR-24HR	9.5057	1.55	9883	0.23	0.17
3YR-24HR	10.0012	1.55	9909	0.28	0.19
3YR-24HR	10.5016	1.57	9950	0.35	0.21
3YR-24HR	11.0032	1.60	10046	0.46	0.27
3YR-24HR	11.5042	1.65	10171	0.85	0.35
3YR-24HR	12.0004	1.98	11088	5.06	1.45
3YR-24HR	12.5012	2.35	11538	1.75	0.72
3YR-24HR	13.0026	2.43	11619	0.63	0.68
3YR-24HR	13.5030	2.45	11642	0.47	0.35
3YR-24HR	14.0025	2.46	11654	0.37	0.34
3YR-24HR	14.5016	2.47	11660	0.32	0.08
3YR-24HR	15.0025	2.47	11662	0.27	0.33
3YR-24HR	15.5005	2.47	11661	0.25	0.37
3YR-24HR	16.0031	2.46	11657	0.22	0.42
3YR-24HR	16.5036	2.46	11652	0.20	0.43
3YR-24HR	17.0049	2.45	11646	0.18	0.07

Sim	Relative Time [hrs]	Stage [ft]	Surface Area [ft2]	Total Inflow Rate [cfs]	Total Outflow Rate [cfs]
3YR-24HR	17.5015	2.45	11639	0.18	0.14
3YR-24HR	18.0053	2.44	11631	0.15	0.21
3YR-24HR	18.5062	2.43	11622	0.17	0.12
3YR-24HR	19.0060	2.42	11612	0.14	0.21
3YR-24HR	19.5002	2.41	11606	0.15	0.21
3YR-24HR	20.0010	2.40	11597	0.13	0.40
3YR-24HR	20.5025	2.40	11591	0.12	0.19
3YR-24HR	21.0015	2.39	11583	0.12	0.26
3YR-24HR	21.5030	2.38	11575	0.12	0.19
3YR-24HR	22.0007	2.38	11567	0.12	0.19
3YR-24HR	22.5016	2.37	11557	0.12	0.19
3YR-24HR	23.0015	2.36	11549	0.10	0.18
3YR-24HR	23.5019	2.34	11530	0.10	0.17
3YR-24HR	24.0022	2.34	11523	0.08	0.19
3YR-24HR	24.5066	2.32	11502	0.00	0.14
3YR-24HR	25.0012	2.29	11472	0.00	0.13
3YR-24HR	25.5007	2.26	11442	0.00	0.12
3YR-24HR	26.0010	2.23	11414	0.00	0.21
3YR-24HR	26.5004	2.21	11392	0.00	0.11
3YR-24HR	27.0010	2.19	11364	0.00	0.11
3YR-24HR	27.5029	2.17	11343	0.00	0.12
3YR-24HR	28.0001	2.16	11328	0.00	0.13
3YR-24HR	28.5010	2.14	11312	0.00	0.14
3YR-24HR	29.0088	2.12	11289	0.00	0.00
3YR-24HR	29.5034	2.11	11277	0.00	0.12
3YR-24HR	30.0030	2.10	11261	0.00	0.05

Appendix C

ICPR - Recovery Analysis

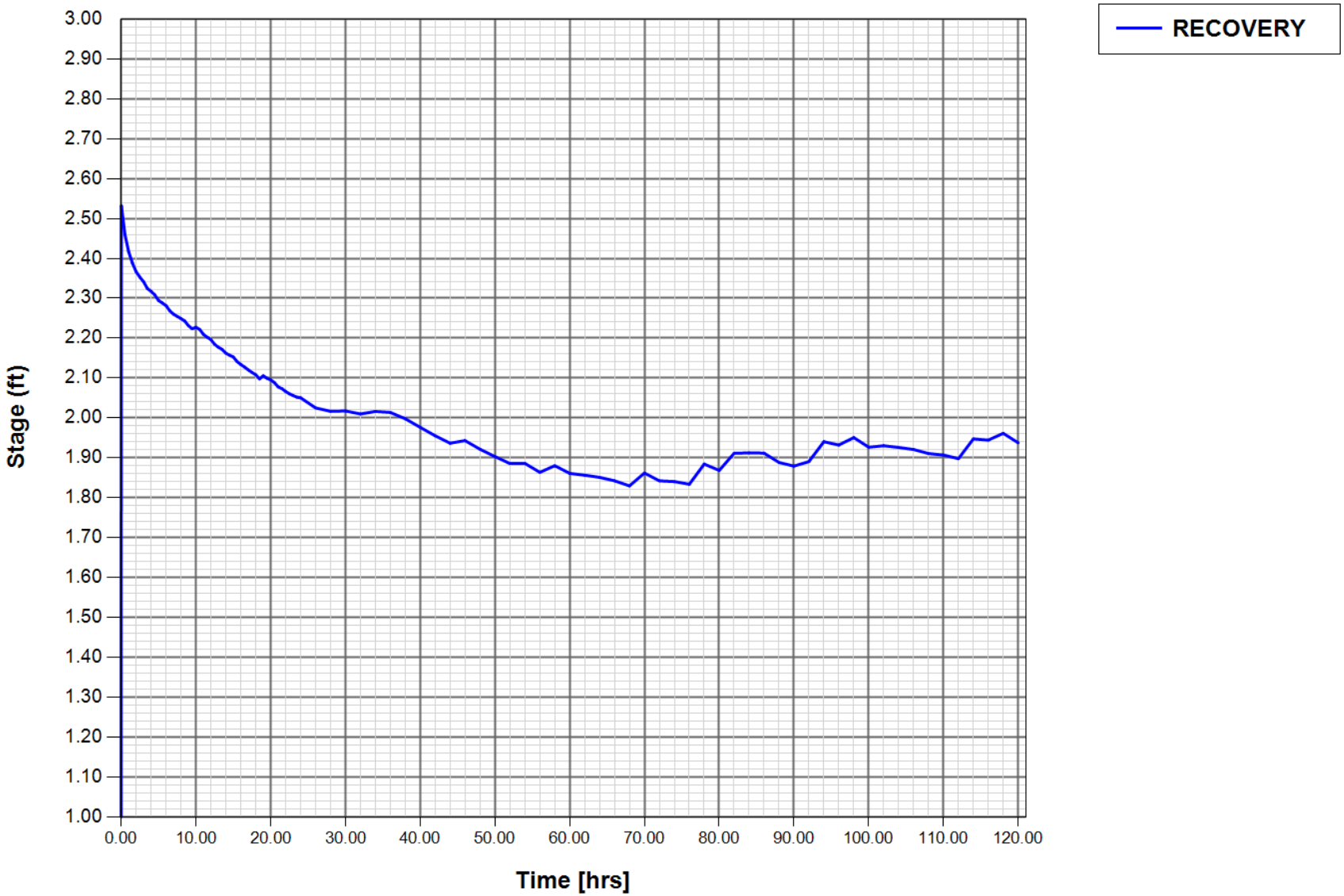
Node: Chambers w/ Soil Storage

Scenario: w/ Discharge
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 1.00 ft
Warning Stage: 9.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
1.00	0.11	4792
2.00	0.26	11326
3.00	0.48	20909
4.00	0.67	29185
5.00	0.91	39640
6.00	1.13	49223
7.00	1.64	71438
8.00	1.68	73181
9.00	2.60	113256
9.50	2.62	114127

Comment:

Stage [Node: Chambers w/ Soil Storage]

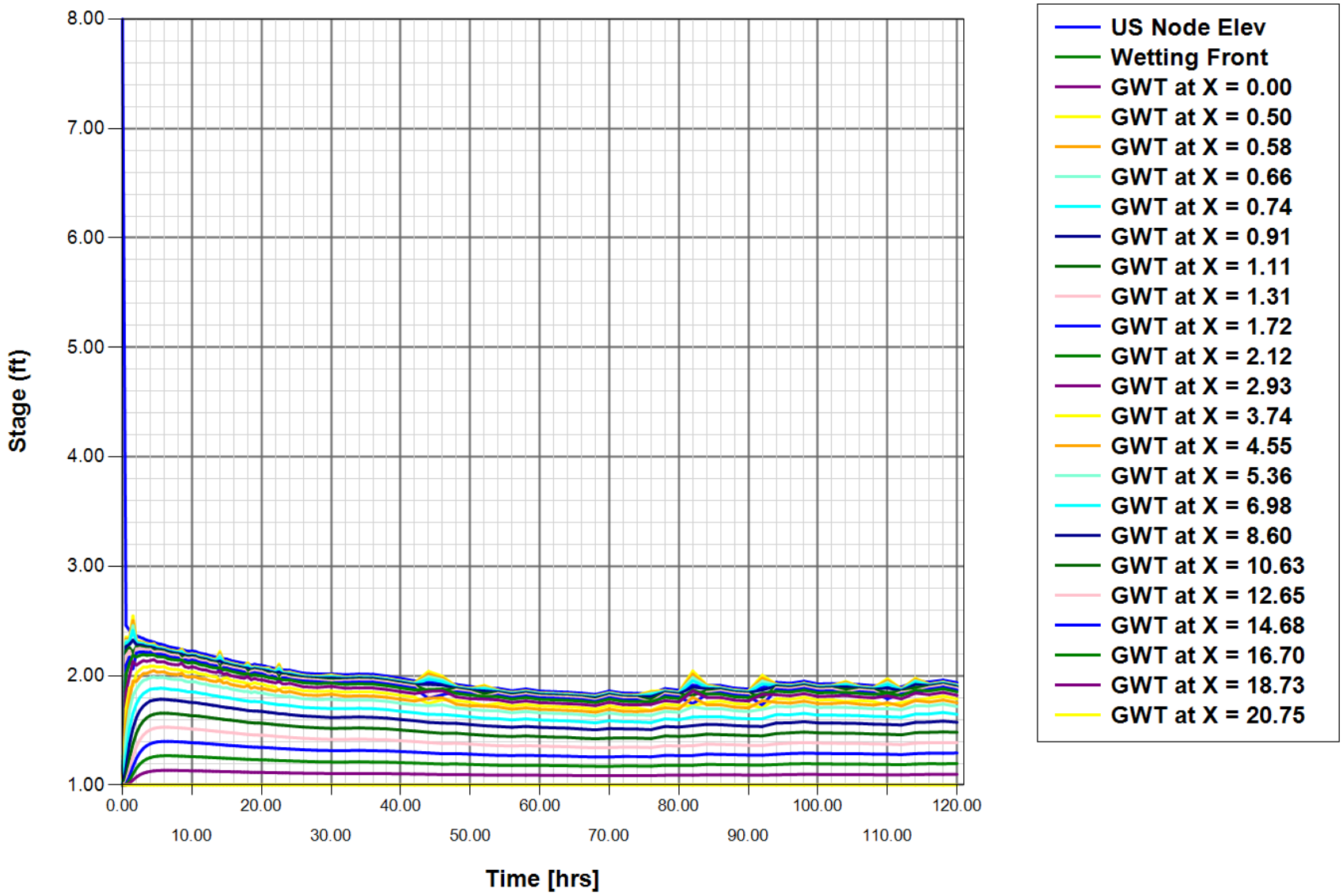


Percolation Link: PERC-1

Scenario:	w/ Discharge	Surface Area Option:	User Specified
From Node:	INLET	Bottom Elevation:	0.00 ft
To Node:	GROUNDWATER	Surface Area:	0.1337 ac
Link Count:	1	Vertical Flow Termination:	Horizontal Flow Algorithm
Flow Direction:	Both	Perimeter 1:	970.00 ft
Aquifer Base Elevation:	-7.00 ft	Perimeter 2:	970.00 ft
Water Table Elevation:	1.00 ft	Perimeter 3:	970.00 ft
Annual Recharge Rate:	0 ipy	Distance P1 to P2:	5.00 ft
Horizontal Conductivity:	20.000 fpd	Distance P2 to P3:	15.00 ft
Vertical Conductivity:	10.000 fpd	# of Cells P1 to P2:	5
Fillable Porosity:	0.330	# of Cells P2 to P3:	10
Layer Thickness:	0.00 ft		

Comment:

Perc Link: PERC-1 (Sim: RECOVERY) [PERC-1]



Appendix D

USDA Soils Report

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Martin County, Florida



Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
Martin County, Florida.....13
23—Urban land, 0 to 2 percent slopes.....13
99—Water.....15
References.....17

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 21, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 21, 2021—Feb 4, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23	Urban land, 0 to 2 percent slopes	1.1	68.8%
99	Water	0.5	31.2%
Totals for Area of Interest		**1.7**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Martin County, Florida

23—Urban land, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9fc
Elevation: 0 to 200 feet
Mean annual precipitation: 40 to 68 inches
Mean annual air temperature: 68 to 79 degrees F
Frost-free period: 345 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Flatwoods on marine terraces, rises on marine terraces, knolls on marine terraces, ridges on marine terraces, hills on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Side slope, interfluve, riser, talf, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: Unranked

Minor Components

Matlacha

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

St. augustine

Percent of map unit: 3 percent
Landform: Marine terraces
Landform position (three-dimensional): Tread, rise
Down-slope shape: Linear
Across-slope shape: Convex
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)

Hydric soil rating: No

Apopka

Percent of map unit: 1 percent
Landform: Ridges on marine terraces, hills on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, riser
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G155XB111FL), Longleaf Pine-Turkey Oak Hills (R155XY002FL)
Hydric soil rating: No

Adamsville

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, rises on marine terraces
Landform position (three-dimensional): Tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Upland Hardwood Hammock (R155XY008FL)
Hydric soil rating: No

Eaugallie

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pomello

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Paola

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on ridges and dunes of xeric uplands (G155XB111FL), Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Cypress lake

Percent of map unit: 1 percent

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, convex
Across-slope shape: Concave, linear
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Immokalee

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Brynwood

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Myakka

Percent of map unit: 1 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G156BC999FL)
Other vegetative classification: Forage suitability group not assigned (G156BC999FL)

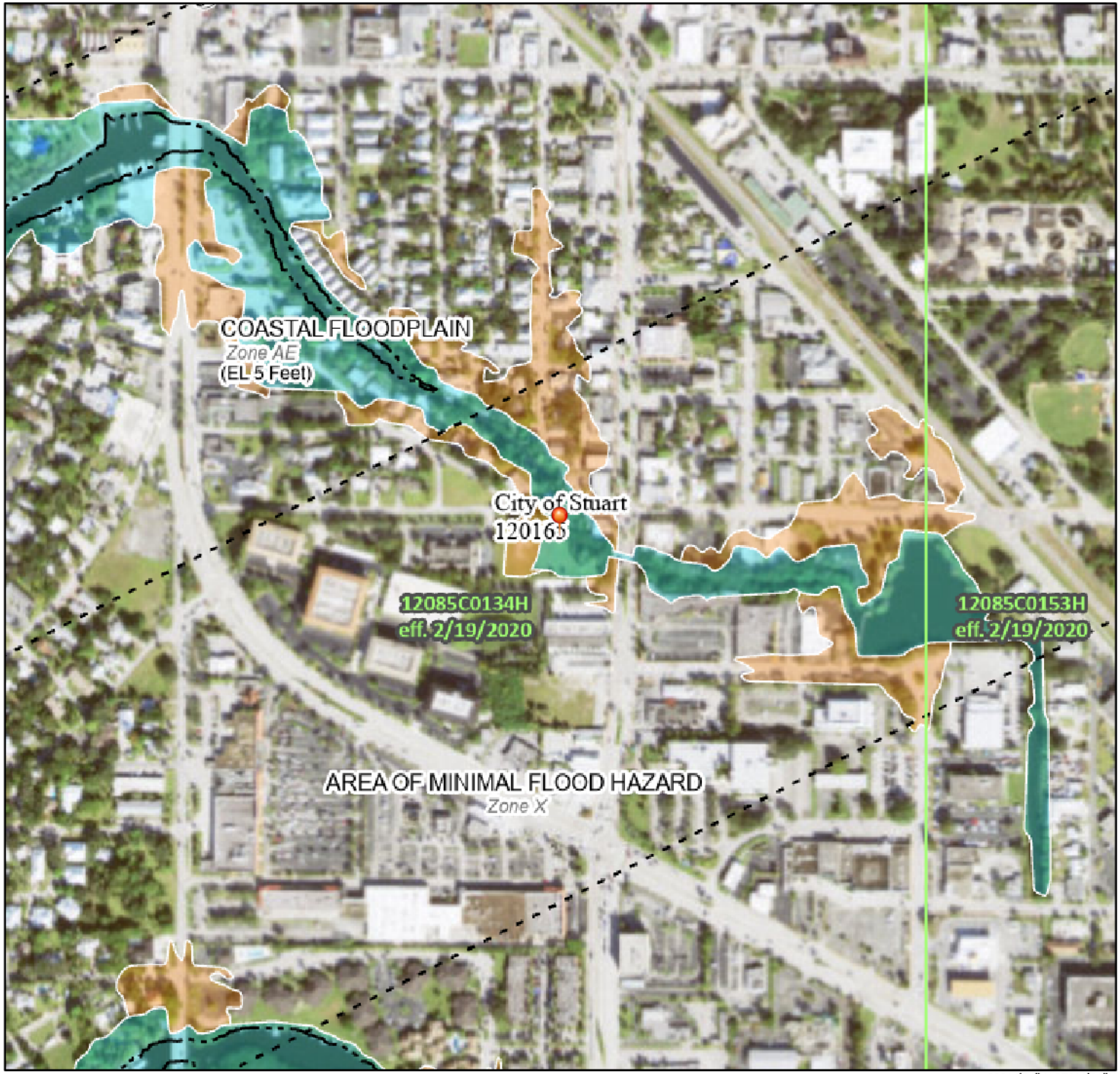
Appendix E

Fema Firmette

National Flood Hazard Layer FIRMette

FEMA

80°15'31"W 27°11'53"N



80°14'54"W 27°11'21"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

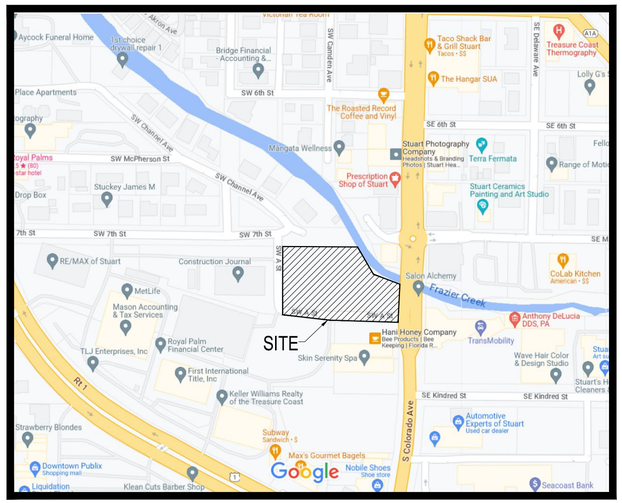
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/7/2023 at 8:15 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

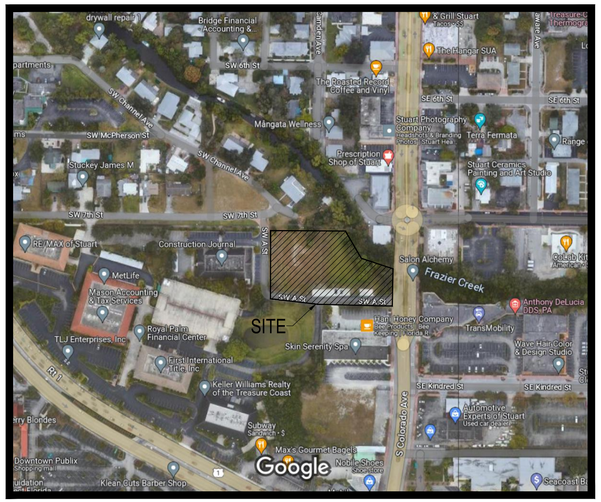
CREEKSIDE HOTEL/RETAIL

CONCEPTUAL CONSTRUCTION PLAN SET

SECTION 04, TOWNSHIP 38 S, RANGE 41 E
STUART, FLORIDA



LOCATION MAP
N.T.S.



VICINITY \ AERIAL MAP
N.T.S.

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
COV.	COVER SHEET
01	HORIZONTAL CONTROL PLAN
02	PAVING, GRADING, AND DRAINAGE PLAN
03	PAVING, GRADING, AND DRAINAGE DETAILS
04	ADS MC-7200 STORMWATER CHAMBER DETAILS
05	WATER AND SEWER PLAN
06	WATER AND SEWER PLAN DETAILS
07	DEMOLITION EROSION CONTROL PLAN
08	STORMWATER POLLUTION PREVENTION PLAN

PLAN FOR
RAJ PATEL

ENGINEER & SURVEYOR

VELCON
ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477

ENGINEER'S PROJECT NO. 22-1036

Darren C Guettler

Digitally signed by Darren C Guettler
DN: CN=Darren C Guettler, o=Guettler-MSA1ACM000018f9970CEC2C0000096035, O=Florida, C=US
Date: 2023.12.08 08:45:49-05'00'

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS
JM	12-07-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT: CREEKSIDE HOTEL/RETAIL

CLIENT: RAJ PATEL
CITY OF STUART FLORIDA

DARREN GUETTLER LICENSE NO. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

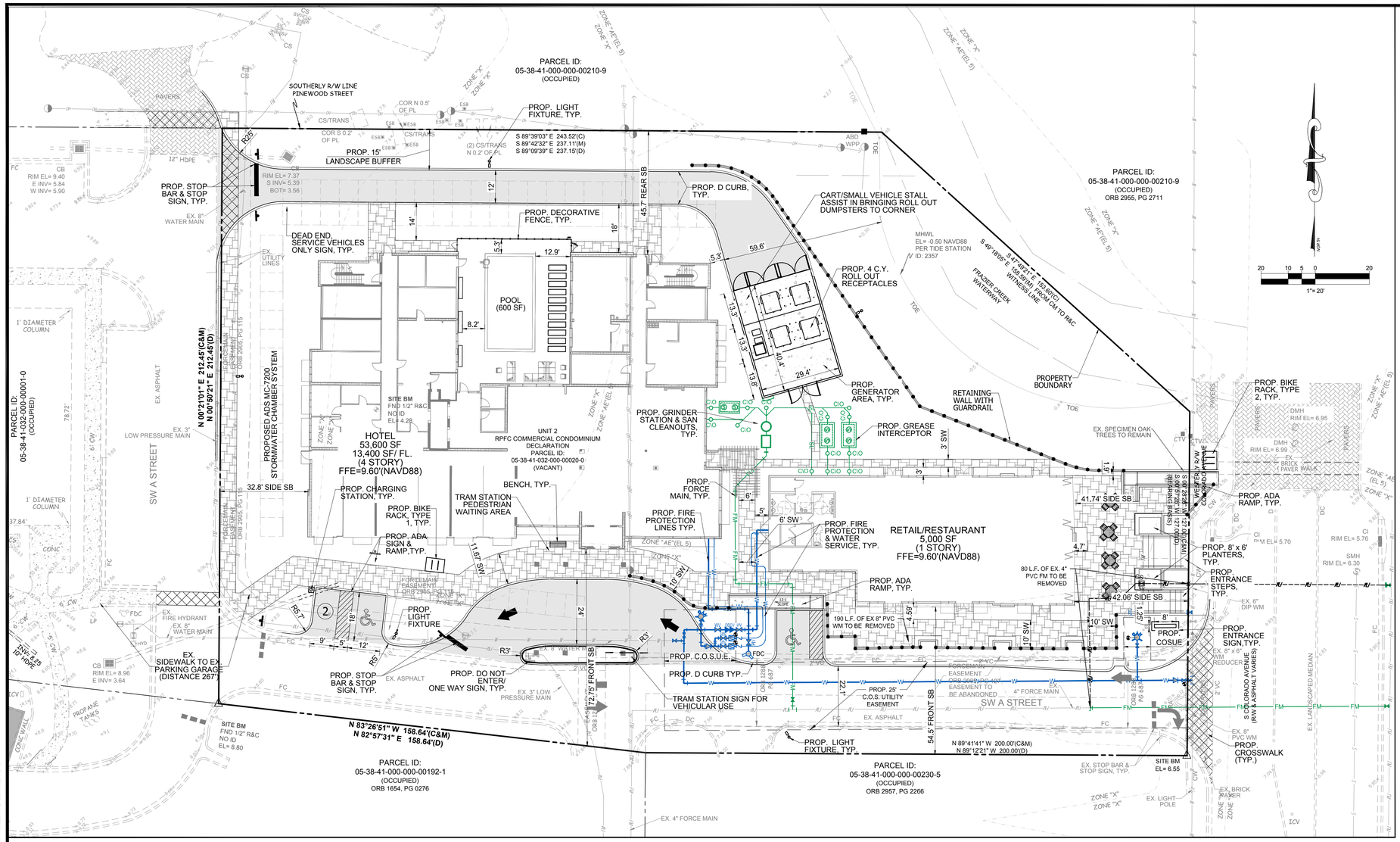
DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
11/10/23

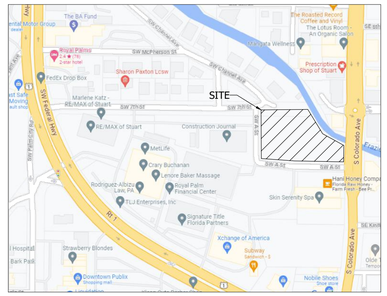
PROJECT No.:	22-1036
DRAWN BY:	LG
CHECKED BY:	JM
DATE:	04/20/2023
CAD I.D.:	22-1036 COVER

SHEET TITLE: Cover

SHEET NUMBER: COV.

Printed on Friday, November 10, 2023, 1:55 PM by Jacob McClellan





LOCATION MAP

N.T.S.

LEGEND			
17.4	EXISTING GRADE ELEVATION		PROPOSED ASPHALT PAVEMENT
T/CURB 21.50 21.00 B/CURB	PROPOSED ELEVATION (H.P. = HIGH POINT)		DECORATIVE PAVERS OR CONCRETE
			PROPOSED CONCRETE SIDEWALK
	RUNOFF FLOW DIRECTION		PROPOSED ADA DETECTABLE WARNING MAT
WM	EXISTING WATER MAIN		PROPOSED CLEAN OUT
FM	EXISTING FORCE MAIN	D.E.	DRAINAGE EASEMENT
S	EXISTING GRAVITY SEWER MAIN	U.E.	UTILITY EASEMENT
	EXISTING EDGE OF PAVEMENT	L.B.	LANDSCAPE BUFFER
	EXISTING LIGHT POLE	S	PROPOSED GRAVITY SEWER MAIN
	PROPOSED LIGHT FIXTURE	SL	PROPOSED BLDG. SEWER
	PROPOSED SQUARE CATCH BASIN	W	PROPOSED WATER SERVICE
	PROPOSED DRAINAGE MAN HOLE		PROPSED STORM SEWER
	PROPOSED ROUND CATCH BASIN		PROPOSED MITERED END SWALE
	PROPOSED STORMWATER CHAMBER SYSTEM		

LEGAL DESCRIPTION:

UNIT 2 RPFC COMMERCIAL CONDO PER DOC IN OR 2499/1296 CONSISTING OF 70,614 SF VACANT LAND

NOTE:
THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT-OF-WAY IN ACCORDANCE WITH CITY CODE, SECTION 41.08(g).

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS
JM	12-07-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT: CREEKSIDE HOTEL/RETAIL

CLIENT: RAJ PATEL
CITY OF STUART FLORIDA

DARREN GUETTLER LICENSE NO. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

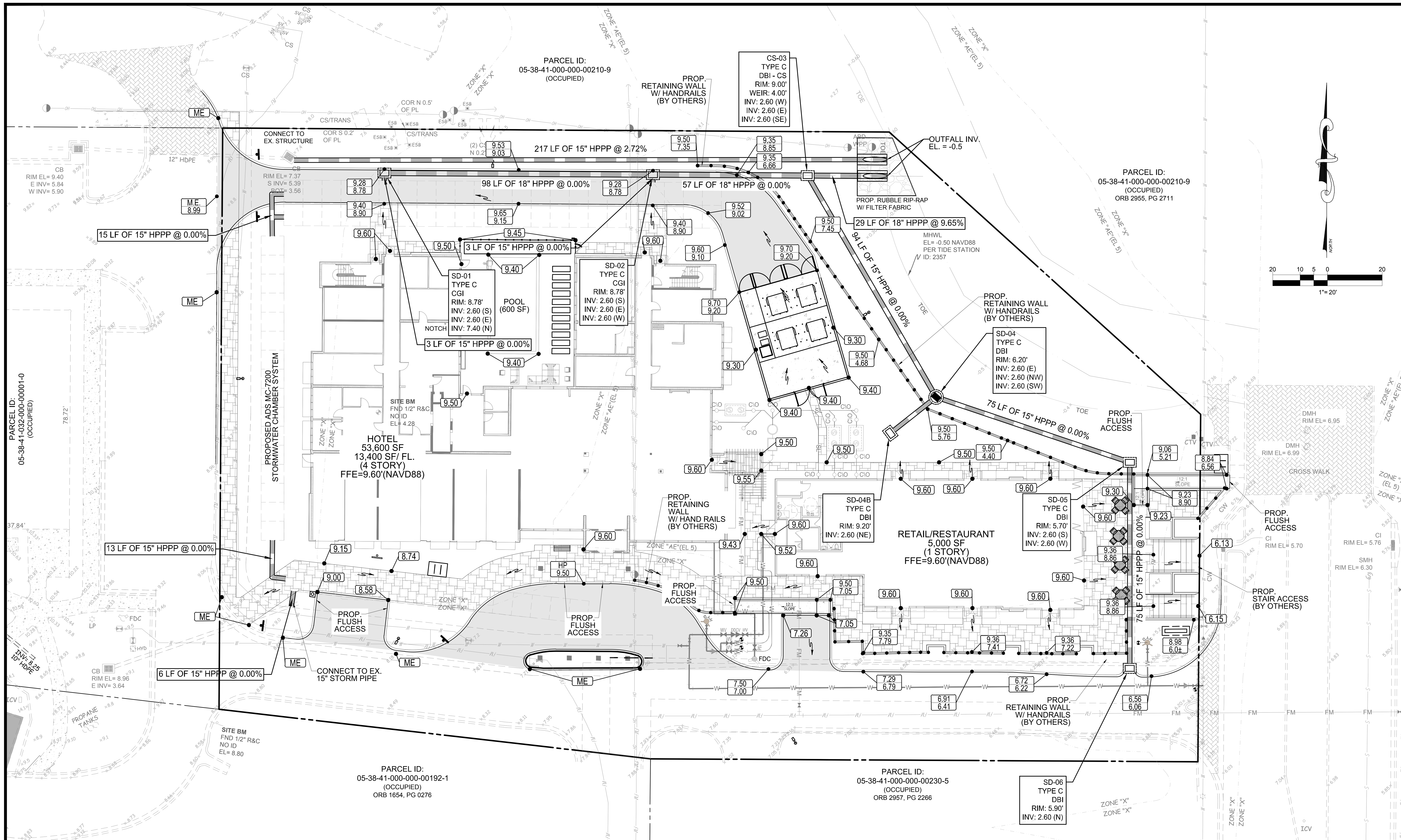
DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
12/7/23

PROJECT No.: 22-1036
DRAWN BY: LG
CHECKED BY: JM
DATE: 04/20/2023
C3D TEMPLATE: 22-1036 HORIZONTAL CONTROL

SHEET TITLE:
HORIZONTAL CONTROL PLAN

SHEET NUMBER:
01

Printed on Thursday, December 07, 2023, 7:33 PM by Jacob McClellan PLANS\CONSTRUCTION PLANS\22-1036 HORIZONTAL CONTROL - CAPUT 01 HORIZONTAL CONTROL PLAN



LEGEND

17.4	EXISTING GRADE ELEVATION		PROPOSED ASPHALT PAVEMENT
T/CURB 21.50 / 21.00 B/CURB	PROPOSED ELEVATION (H.P. = HIGH POINT)		DECORATIVE PAVERS OR CONCRETE
			PROPOSED CONCRETE SIDEWALK
	RUNOFF FLOW DIRECTION		PROPOSED ADA DETECTABLE WARNING MAT
WM	EXISTING WATER MAIN		PROPOSED CLEAN OUT
FM	EXISTING FORCE MAIN	D.E.	DRAINAGE EASEMENT
S	EXISTING GRAVITY SEWER MAIN	U.E.	UTILITY EASEMENT
	EXISTING EDGE OF PAVEMENT	L.B.	LANDSCAPE BUFFER
	EXISTING LIGHT POLE	S	PROPOSED GRAVITY SEWER MAIN
	PROPOSED LIGHT FIXTURE	SL	PROPOSED BLDG. SEWER
	PROPOSED SQUARE CATCH BASIN	W	PROPOSED WATER SERVICE
	PROPOSED DRAINAGE MAN HOLE		PROPSED STORM SEWER
	PROPOSED ROUND CATCH BASIN		PROPOSED MITERED END SWALE
	PROPOSED STORMWATER CHAMBER SYSTEM		

NOTE:
MITERED END SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #272.

NOTE:
ALL DRAINAGE PIPE JOINTS, INCLUDING ROUND CONCRETE PIPES, SHALL HAVE A FILTER FABRIC JACKET IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DRAINAGE STANDARDS. ALL RCP PIPE USED FOR EXFILTRATION SHALL HAVE SLOTS, IN ACCORDANCE TO FDOT INDEX #443-001 OPTION 'B'.

SIDEWALK SLOPES PER ADA

LENGTH	MAX. SLOPE	LONGITUDINAL
L < 6'	1:12	NO HANDRAILS
6'< L < 30'	1:12	HANDRAILS BOTH SIDES
6'< L < 50'	1:20	NO HANDRAILS

Printed on Thursday, December 07, 2023, 7:35 PM by Jacob McClellan
J:\2022\22-1036 RAJ PATEL FRAZIER CREEK HOTEL STUART\ENGINEERING\PLANS\CONSTRUCTION PLANS\22-1036 PGD PLAN----->LAYOUT: 02 PAVING GRADING & DRAINGE PLAN

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTING THE SITE PRIOR TO BIDDING WORK AND SHALL TAKE INTO CONSIDERATION ANY OMISSIONS, UNDERGROUND UTILITIES, OR OTHER ITEMS AFFECTING THE INSTALLATION OF PAVING, DRAINAGE, AND UTILITIES. SHOULD UNCHARTED OR INCORRECTLY CHARTED UTILITIES OR OTHER ITEMS BE ENCOUNTERED DURING CONSTRUCTION, CONSULT ENGINEER OF RECORD IMMEDIATELY FOR DIRECTIONS. REPAIR DAMAGED UTILITIES OR OTHER ITEMS TO SATISFACTION OF UTILITY OWNER AND ENGINEER OF RECORD.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL REGULATIONS, CODES, AND ORDINANCES, INCLUDING OSHA AND FDOT SPECIFICAIONS, LASTEST EDITION UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER IN WRITING.
3. LOCATION AND SIZES OF ALL EX. UTILITIES ARE APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR EXACT FIELD LOCATION AND SIZES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION TO ALLOW FOR PIPE RECONFIGURATION IF NEEDED. THE CONTRACTOR SHALL CONTACT ALL AFFECTED UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
4. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING WORK.
5. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD.
6. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS / LICENSES PRIOR TO COMMENCING WORK.
7. THE CONTRACTOR SHALL KEEP COPIES OF ALL PERMITS, PLANS, AND SPECIFICATIONS ON SITE DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTING TO BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUPPLY DENSITY TESTS TO ENGINEER OF RECORD ON ALL SUB GRADE AND BASE. TESTS SHALL BE PREPARED IN ACCORDANCE WITH AASHTO T-180 METHOD AT ALL AREAS OF DISTURBED ASPHALT & PIPE TRENCHING.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE RESULTING FROM HIS OPERATIONS, TO EXISTING PAVEMENT, SWALES, ETC.
10. THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE THAT PROJECT HAS BEEN ACCEPTED. ALL FAULTY CONSTRUCTION AND/OR MATERIALS THAT OCCUR DURING AFORESAID PERIOD SHALL BE CORRECTED AT THE CONTRACTORS'S EXPENSE AND IN A TIMELY MANNER.
11. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY AND CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.
12. THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.
13. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO ANY REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY FOR INSPECTIONS AND/OR TESTING.
14. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AS-BUILT SURVEYS CERTIFIED BY A LICENSED SURVEYOR UPON COMPLETION OF CONSTRUCTION AND SCHEDULE A FINAL INSPECTION WITH THE ENGINEER OF RECORD.
15. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE.
16. IF HARDPAN IS ENCOUNTERED WITHIN RETENTION AREA OR SWALES, IT SHALL BE REMOVED AND REPLACED WITH A GRANULAR MATERIAL.
17. IF MUCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED, THE MATERIAL SHALL BE COMPLETELY REMOVED AND BACK FILLED WITH A GRANULAR MATERIAL AND COMPACTED TO DENSITIES SUFFICIENT TO ACCOMMODATE THE INTENDED USE.
18. LOCATION OF STRUCTURES SHALL GOVERN AND PIPE LENGTHS MAY HAVE TO BE ADJUSTED TO ACCOMPLISH CONSTRUCTION AS SHOWN ON THESE PLANS.
19. RCP INDICATES REINFORCED CONCRETE PIPE. CMP INDICATES GALVANIZED CORRUGATED METAL PIPE. BCCMP INDICATES BITUMINOUS COATED CORRUGATED METAL PIPE. CAP INDICATES CORRUGATED ALUMINUM PIPE. CPP INDICATES CORRUGATED POLYETHYLENE PIPE (N12) MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS, INC. (ADS). HPPP INDICATES HIGH-PERFORMANCE POLYPROLENE PIPE.
20. MITERED END SECTIONS SPECIFIED ON THE PLANS SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 430-021.
21. COMPACTION REQUIREMENTS FOR PIPE BEDS SHALL BE 90% OF MAXIMUM DRY DENSITY.
22. TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.
23. ALL STORM SEWER LINES AND DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS DURING THE FINAL STAGES OF CONSTRUCTION.
24. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED AS PART OF THE PROPOSED IMPROVEMENTS, SHOULD BE BROUGHT TO THE ATTENTION OF THE GOVERNING AUTHORITY AND THE ENGINEER OF RECORD.
25. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING TREES SHOWN TO REMAIN. IF ANY TREES MARKED TO BE REMOVED CAN BE SAVED, THE CONTRACTOR SHALL SAVE SAID TREES. SHOULD ADDITIONAL TREES NEED TO BE REMOVED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO REMOVING SAID TREES.
26. IF EXCAVATED FILL MATERIAL IS REUSABLE, STOCKPILE EXCESS FOR USE IN LANDSCAPED AREAS.
27. UNUSABLE CLEARED MATERIAL SHALL BE REMOVED FROM SITE AND HAULED TO AN APPROVED DISPOSAL SITE. AS AN ALTERNATIVE, BURNING ON SITE WILL BE ALLOWED WITH PROPER PERMITS. LOCATION OF BURN SITE SHALL BE APPROVED BY OWNER.
28. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER. ALL EXISTING SIGNAGE, PAVEMENT MARKINGS, ABOVE GROUND APPURTENANCES, ETC. SHALL BE RESTORED IN KIND.
29. WHEN PAVEMENT IS SHOWN NEXT TO A CURB OR SIDEWALK, THE ELEVATION OF THE TOP OF CURB OR SIDEWALK IS 6" ABOVE THE PAVEMENT, UNLESS INDICATED AS FLUSH. IN SOME CASES, BOTH ELEVATIONS ARE SHOWN FOR ADDITIONAL CLARITY.
30. ALL CONCRETE SHALL DEVELOP A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI UNLESS OTHERWISE NOTED.
31. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 AND HAVE A TENSILE STRENGTH OF 60,000 PSI UNLESS OTHERWISE NOTED.
32. ALL WATER FLUSHED FROM MAINS SHALL BE DIRECTED AS APPROVED BY THE ENGINEER OF RECORD.
33. NO WATER OR SEWER SERVICE IS TO BE SUPPLIED, UNTIL A LETTER OF CLEARANCE IS RECEIVED FROM FDEP, IF APPLICABLE.
34. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AND THE FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX #600", LATEST EDITIONS.
35. EROSION AND SEDIMENT CONTROL - CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION AND SEDIMENT CONTROL USING THE LATEST F.D.O.T. STANDARDS. BALED HAY, STRAW, AND SILTATION BARRIERS WILL BE INSTALLED WHERE NEEDED TO PREVENT SILTATION OF ADJACENT PROPERTY, PUBLIC RIGHT-OF-WAY, WETLANDS AND WATERWAYS. THESE WILL REMAIN IN PLACE UNTIL GRASSING OR SODDING HAS BEEN COMPLETED OR UNTIL SILTATION AND EROSION ARE NO LONGER A THREAT TO ADJACENT PROPERTY AND WATERWAYS.
36. ALL BERMS AND GRASSED AREAS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH THE APPROPRIATE SECTIONS OF THE ABOVE REFERENCED SPECIFICATIONS UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER OF RECORD.
37. TOPOGRAPHIC INFORMATION PREPARED BY VELCON ENGINEERING & SURVEYING, LLC. ALL ELEVATIONS PER BENCHMARKS REFERENCED ON SURVEY N.A.V.D.

CONSTRUCTION FIELD OBSERVATIONS

I. DRAINAGE
A. LAYING OF PIPE (BEFORE BACKFILL)
B. ALL DRAINAGE STRUCTURES AND PIPE LAYING COMPLETE.
C. CONSTRUCTION AND STABILIZATION OF RETENTION AREAS AND SWALES.
D. SEEDING, MULCH AND SODDING IN AREAS WHERE EROSION IS EVIDENT.

II. UTILITIES (PERMITS)
A. PIPE LAYING IN RIGHTS-OF-WAYS .
B. JACK AND BORING / DIRECTIONAL BORING.
C. WET TAPS.
D. ABOVE GROUND MANHOLE INSPECTIONS AND INSTALLATIONS.

III. CONCRETE
A. CONSTRUCTION OF CURBING, SIDEWALK, NON-BUILDING SLABS, AND RETAINING WALLS BEFORE PLACEMENT OF CONCRETE.

IV. PAVEMENT
A. LINE AND GRADE (CERTIFICATION).
B. SUBBASE (PRIOR TO ADDING BASE MATERIAL)
C. BASE (PRIOR TO PRIMING AND SAND SEAL)
D. BASE (AFTER PRIMING, SAND SEAL AND BEFORE PLACING OF ASPHALT)
E. ASPHALT OR CONCRETE (WHILE PAVING IS IN PROCESS).
F. TURN OUT CONSTRUCTION ONTO CITY, COUNTY, OR STATE ROAD (ABOVE INSPECTIONS APPLY).
G. TEST RESULTS ON SUBBASE, BASE AND ASPHALT.
H. FINAL PROJECT OBSERVATION.

PROJECT CERTIFICATION REQUIREMENTS

I. PAVEMENT TESTING
A. FLORIDA BEARING VALUE (FBV) OR LIMEROCK BEARING RATIO (LBR) TEST RESULTS.
B. COMPACTION TEST RESULTS.
C. BASE MATERIAL TEST RESULTS.
D. ASPHALT TEST RESULTS.

II. WATER AND SEWER
A. DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFICATION FOR BOTH WATER AND SEWER (OPERATION AND MAINTENANCE) IF APPLICABLE.
B. HEALTH DEPARTMENT CERTIFICATION, IF APPLICABLE.
C. BACTERIOLOGICAL AND PRESSURE TESTING FOR WATER MAINS.
D. VIDEO AND EXFILTRATION TESTING FOR GRAVITY SEWER MAINS, IF APPLICABLE.
E. PRESSURE TESTING FOR FORCE MAINS, IF APPLICABLE.
F. UTILITY ACCEPTANCE FOR OPERATION AND MAINTENANCE, IF APPLICABLE.

III. CERTIFICATION AND RECORD DRAWINGS
A. SEALED CERTIFICATION BY THE ENGINEER OF RECORD FOR COMPLIANCE WITH APPROVED PLANS AND SPECIFICATIONS ALONG WITH RECORD DRAWINGS FOR THE PROJECT.

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

NOTE:
ALL ELEVATIONS SHOWN OR REFERENCED WITHIN THESE PLANS ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.). TO CONVERT FROM N.A.V.D. '88 TO N.G.V.D. '29, ADD 1.48' TO THE N.A.V.D. ELEVATIONS TO GET N.G.V.D. ELEVATIONS.

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ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

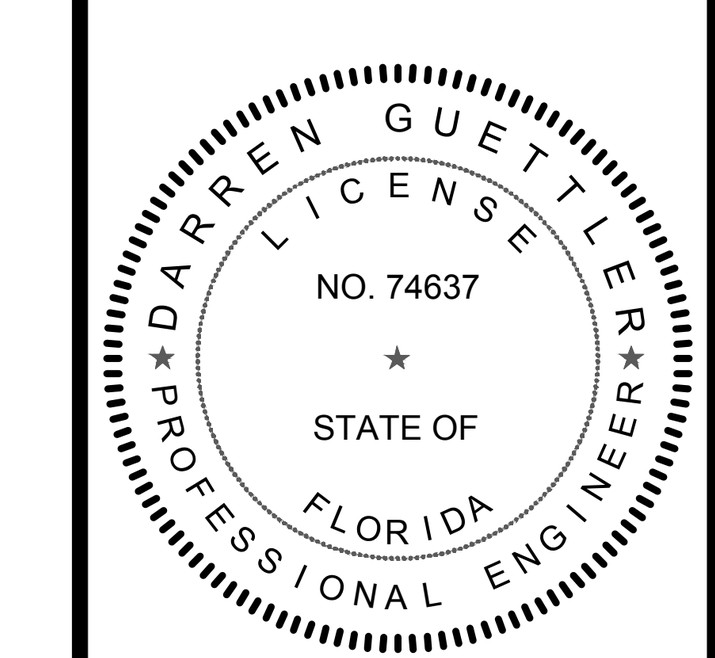
BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS
JM	12-07-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT: CREEKSIDE HOTEL/RETAIL

CLIENT: RAJ PATEL

CITY OF STUART FLORIDA

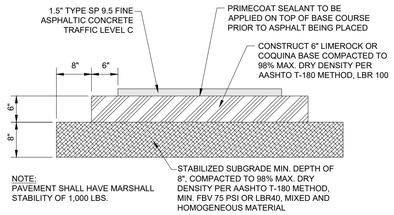


DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
12/7/23

PROJECT No.: 22-1036
DRAWN BY: LG
CHECKED BY: JM
DATE: 04/20/2023
CAD I.D.: 22-1036 PGD PLAN

SHEET TITLE:
CONCEPTUAL PAVING GRADING & DRAINAGE PLAN

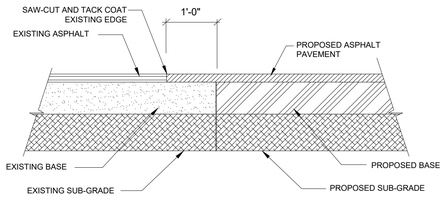
SHEET NUMBER:
02



NOTE:
PAVEMENT SHALL HAVE MARSHALL STABILITY OF 1,000 LBS.

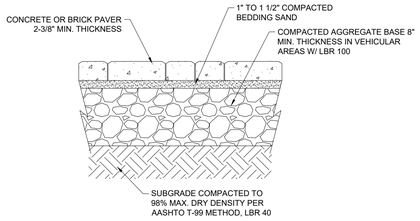
TYPICAL ONSITE ASPHALT PAVEMENT DETAILS

N.T.S.



ASPHALT PAVEMENT SAWCUT & BUTTJOINT DETAIL

N.T.S.

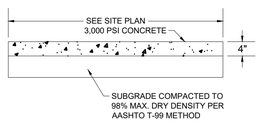


NOTES:

1. SCATTER SAND OR SCREENINGS OVER COMPLETED WORK AND SWEEP INTO CRACKS.
2. CONCRETE PAVERS SHOULD CONFORM TO THE REQUIREMENTS OF ASTM C-1319. BRICK PAVERS SHOULD CONFORM TO THE REQUIREMENTS OF ASTM C902-95.

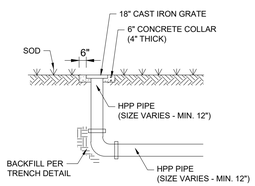
CONCRETE OR BRICK PAVER DETAIL

N.T.S.



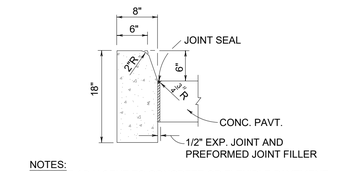
CONCRETE SIDEWALK DETAIL

N.T.S.



YARD DRAIN DETAIL

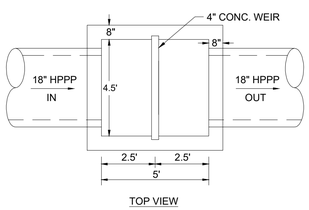
N.T.S.



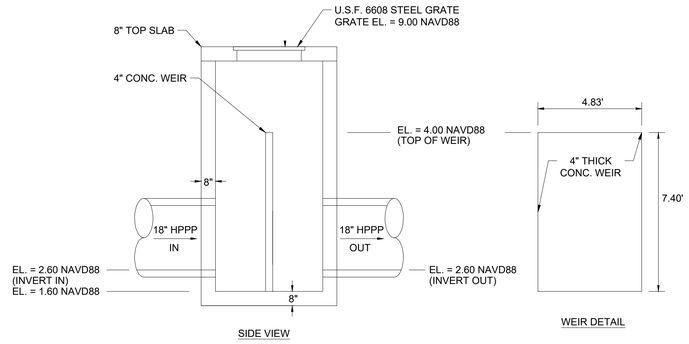
NOTES:
FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.

TYPE "D" CURB

N.T.S.



TOP VIEW



SIDE VIEW

WEIR DETAIL

NOTES:
1. SHOP DRAWING FOR THE STRUCTURE AND SLIDE GATE SHALL BE PROVIDED AND APPROVED PRIOR TO FABRICATION.

CONTROL STRUCTURE CS #1 DETAIL

ITEMS TO BE TESTED	F.B.V.			
	MAX. SPACING LIN.FT.	SQ.FT.	MAX. SPACING LIN.FT.	SQ.FT.
COMPACTED OR STABILIZED SUBGRADE	300	10,000	300	
LIMEROCK BASE	___	___	300	
SHELLROCK BASE	___	___	300	
ASPHALT	___	___	___	

NOTE: ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED, TO THE CENTER, TO A POINT 12" INSIDE OF THE RIGHT EDGE.

INLET AND MANHOLE NOTES:

1. ALL INLET CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT F.D.O.T. STANDARDS INDEX # 201 & 232.

2. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER.

3. STRUCTURES WITH SKEWED PIPE CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH F.D.O.T. STANDARDS INDEX # 200, SHEET 3 OF 5 AND INDEX # 201, SHEET 5 OF 5. ROUND STRUCTURES ARE TO BE USED WHERE SKEW ANGLES EXCEED MAXIMUM ALLOWED OR WHEN PIPE CONNECTION WOULD BE AT THE CORNER OF A RECTANGULAR STRUCTURE. RECTANGULAR STRUCTURES WITH A CORNER OPENING IS ONLY TO BE USED WHEN A ROUND STRUCTURE IS NOT POSSIBLE.

4. ALL EXPOSED CORNERS AND EDGES SHALL BE CHAMFERED ¾".

5. INLETS AND MANHOLES SHALL BE PRECAST CLASS "A" 3,000 P.S.I. CONCRETE.

6. FRAMES AND GRATES SHALL BE CAST IRON AND IN ACCORDANCE WITH F.D.O.T. SPECIFICATIONS.

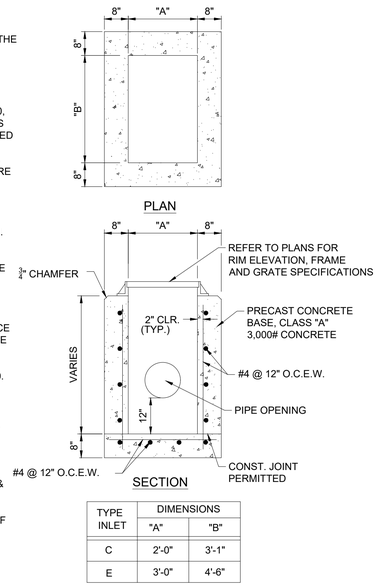
7. INLET GRATES SHALL BE U.S. FOUNDRY OR EQUAL.

8. ALL INLET GRATES SHALL HAVE LOCKING CHAINS IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX #201, OR AN APPROVED ALTERNATE SECURING MECHANISM.

9. REINFORCING STEEL SHALL CONFORM TO A.S.T.M. 615 GRADE 40.

10. AS AN ALTERNATE, PRECAST CIRCULAR (MANHOLES) MAY BE FURNISHED IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX #200 WITH WALLS AND REINFORCEMENT IN ACCORDANCE WITH A.S.T.M. C-478 SPECIFICATIONS, EXCEPT THAT MINIMUM WALL THICKNESS SHALL BE 6".

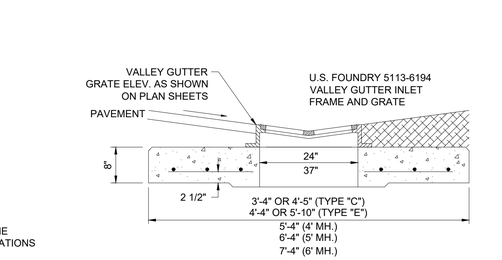
11) ALL INLETS IN GRASSED AREAS SHALL BE STANDARD TYPE "C" & "E" INLETS HAVING CONCRETE COLLARS. ALL INLETS IN GRASSED AREA AND ADJACENT TO GRASSED AREAS SHALL BE PROTECTED FROM SCOUR BY INSTALLATION OF A 4' WIDE PERIMETER APRON OF SOD. ADDITIONALLY ALL INLET GRATES SHALL BE WRAPPED WITH FILTER CLOTH DURING CONSTRUCTION.



TYPE INLET	DIMENSIONS "A"	"B"
C	2'-0"	3'-1"
E	3'-0"	4'-6"

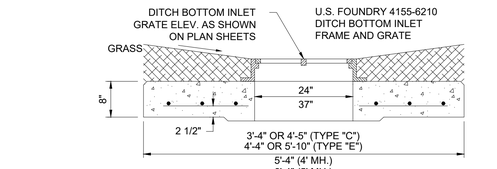
STANDARD TYPE "C"&"E" INLET DETAIL

N.T.S.



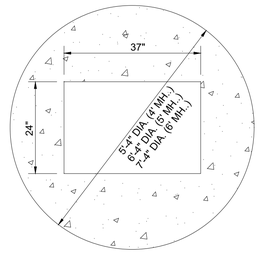
VALLEY GUTTER INLET (VGI) DETAIL

N.T.S.



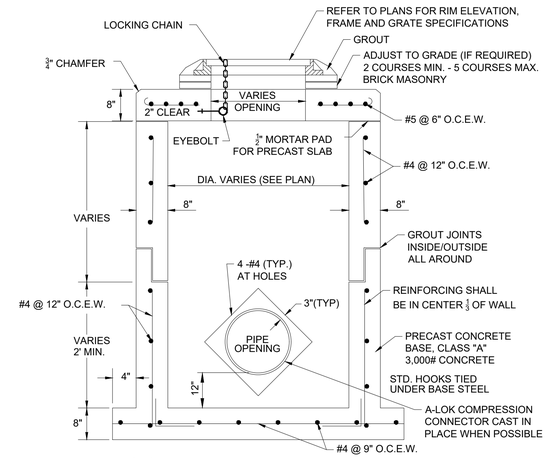
DITCH BOTTOM INLET (DBI) DETAIL

N.T.S.



PLAN (4', 5' OR 6' MH)

N.T.S.



NOTES:

1. ALL REINFORCEMENT TO MEET CURRENT F.D.O.T. SPECIFICATIONS.
2. THIS STRUCTURE MAY BE SUBSTITUTED WITH OTHER STRUCTURES ONLY IF THE STANDARDS HAVE BEEN MET.

STORM MANHOLE DETAIL

N.T.S.

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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NOTE: ALL GRADES SHOWN ARE IN NAVD88

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ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT: CREEKSIDE HOTEL/RETAIL

CLIENT: RAJ PATEL
CITY OF STUART FLORIDA

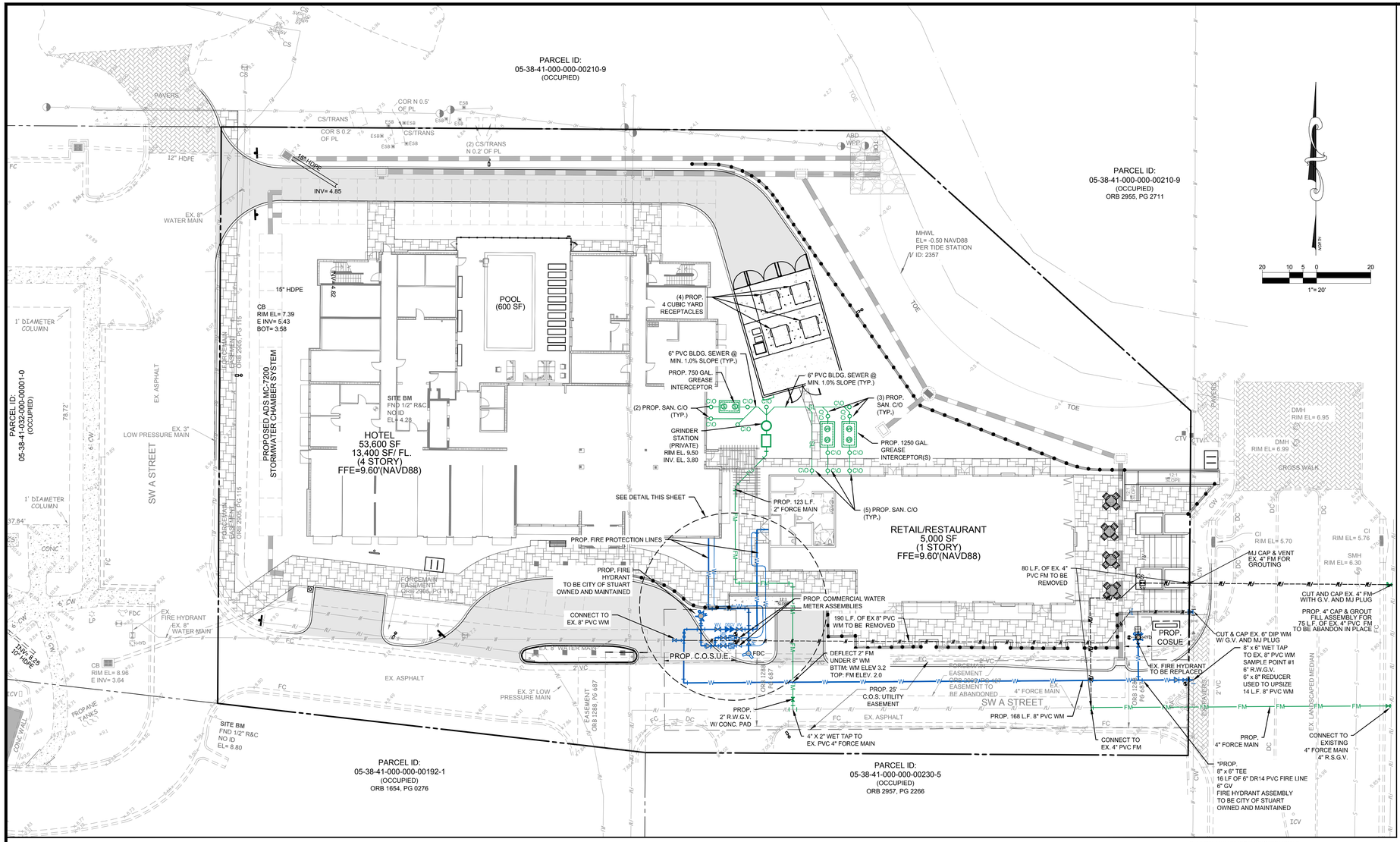
DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
11/10/23

PROJECT No.:	22-1036
DRAWN BY:	LG
CHECKED BY:	JM
DATE:	04/20/2023
CAD I.D.:	22-1036 PGD DETAILS

SHEET TITLE:
PAVING, GRADING, & DRAINGE DETAILS

SHEET NUMBER:
03

Printed on Friday, November 10, 2023, 1:38 PM by Jacob McCallum
...PLANS\CONSTRUCTION PLANS\22-1036 PGD DETAILS.....dwg, 11x17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ORB 2957, PG 2266
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05-38-41-032-000-00001-0
(OCCUPIED)
HOTEL
53,600 SF
13,400 SF/ FL.
(4 STORY)
FFE=9.60'(NAVD88)
RETAIL/RESTAURANT
5,000 SF
(1 STORY)
FFE=9.60'(NAVD88)
POOL
(600 SF)
SW A STREET
SW A STREET
PROPOSED ADS IMC-7200 STORMWATER CHAMBER SYSTEM
SITE BM
FND 1/2" R&C
NO ID
EL= 4.28
SITE BM
FND 1/2" R&C
NO ID
EL= 8.80
MHWL
EL= -0.50 NAVD88
PER TIDE STATION
ID: 2357
CB
RIM EL= 7.39
E INV= 5.43
BOT= 3.58
CB
RIM EL= 8.96
E INV= 3.64
INV= 4.85
15" HDPE
12" HDPE
EX. 8" WATER MAIN
EX. 3" LOW PRESSURE MAIN
EX. ASPHALT
EX. 8" WATER MAIN
EX. FIRE HYDRANT
EX. 8" WATER MAIN
PROP. FIRE PROTECTION LINES
PROP, FIRE HYDRANT TO BE CITY OF STUART OWNED AND MAINTAINED
CONNECT TO EX. 8" PVC WM
PROP. COMMERCIAL WATER METER ASSEMBLIES
190 L.F. OF EX 8" PVC WM TO BE REMOVED
DEFLECT 2° FM UNDER 8" WM
BTTM: WM ELEV 3.2
TOP: FM ELEV. 2.0
PROP. C.O.S.U.E.
PROP. 25' C.O.S. UTILITY EASEMENT
PROP, 2" R.W.G.V. W/ CONC. PAD
4" X 2" WET TAP TO EX. PVC 4" FORCE MAIN
PROP. 168 L.F. 8" PVC WM
CONNECT TO EX. 4" PVC FM
EX. 4" FORCE MAIN
EASEMENT TO BE ABANDONED
EX. FIRE HYDRANT TO BE REPLACED
PROP. COSUE
80 L.F. OF EX. 4" PVC FM TO BE REMOVED
CUT & CAP EX. 6" DIP WM W/ G.V. AND MJ PLUG
8" x 6" WET TAP TO EX. 8" PVC WM
SAMPLE POINT #1
6" R.W.G.V.
6" x 8" REDUCER USED TO UPSIZE
14 L.F. 8" PVC WM
CUT AND CAP EX. 4" FM WITH G.V. AND MJ PLUG
PROP. 4" CAP & GROUT FILL ASSEMBLY FOR 75 L.F. OF EX. 4" PVC FM TO BE ABANDON IN PLACE
MJ CAP & VENT EX. 4" FM FOR GROUTING
PROP, 4" FORCE MAIN
CONNECT TO EXISTING 4" FORCE MAIN 4" R.S.G.V.
*PROP. 8" x 6" TEE 16 LF OF 6" DR14 PVC FIRE LINE 6" GV FIRE HYDRANT ASSEMBLY TO BE CITY OF STUART OWNED AND MAINTAINED
(4) PROP. 4 CUBIC YARD RECEPTACLES
6" PVC BLDG. SEWER @ MIN. 1.0% SLOPE (TYP.)
PROP. 750 GAL. GREASE INTERCEPTOR
(2) PROP. SAN. C/O (TYP.)
GRINDER STATION (PRIVATE) RIM EL. 9.50 INV. EL. 3.80
(3) PROP. SAN. C/O (TYP.)
PROP. 1250 GAL. GREASE INTERCEPTOR(S)
SEE DETAIL THIS SHEET
PROP. 123 L.F. 2" FORCE MAIN
(5) PROP. SAN. C/O (TYP.)
DMH RIM EL= 6.95
DMH RIM EL= 6.99
CROSS WALK
CI RIM EL= 5.70
CI RIM EL= 5.76
SMH RIM EL= 6.30
1" DIAMETER COLUMN
97.84'
78.72'
CONC
EX. 3" LOW PRESSURE MAIN
FORCEMAIN EASEMENT ORB 2955, PG 115
PROPANE TANKS
CONC WALL
EX. 5' CONC SIDEWALK
EX. 25' CONC SIDEWALK
EX. 2" WATER MAIN
EX. 4" FORCE MAIN
EX. 8" FORCE MAIN
EX. 6" FORCE MAIN
EX. 4" FORCE MAIN
EX. 3" LOW PRESSURE MAIN
EASEMENT ORB 1654, PG 487
EASEMENT ORB 1654, PG 487
EASEMENT ORB 1128, PG 687
EASEMENT ORB 1128, PG 687
EX. LANDSCAPED MEDIAN
EX. LANDSCAPED MEDIAN
EX. PAVERS
EX. PAVERS
EX. CROSSWALK
EX. CROSSWALK
EX. ASPHALT
EX. ASPHALT
EX. ASPHALT

CITY OF STUART
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. WATER MAIN WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150 OR 235, DR (18).
3. MIN. CLASS 50 WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE, SHALL CONFORM TO ANSI/AWWA C-150/A-21.50 OR ANSI/AWWA C-151/A-21.51 AND SHALL BE PRESSURE CLASS 350 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR. ALL PIPE REQUIRES THIN TRACER WIRE.
5. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND SEAL COATED.
6. GATE VALVES SHALL BE RESILIENT WEDGE SEAT. VALVES SHALL CONFORM TO AWWA C-509, AS WELL AS THE CITY OF STUART'S APPROVED PRODUCTS LIST.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART'S DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY, THE COUNTY AND FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER AND CITY/COUNTY/FDOT.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, CITY OF STUART AND COUNTY/FDOT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, THE CITY, COUNTY/FDOT AND ANY OTHER APPLICABLE AGENCIES SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 30" FOR MAINS 8" IN DIAMETER OR LESS AND 48" FOR MAINS 10" IN DIAMETER OR MORE, EXCEPT AS APPROVED BY THE ENGINEER AND CITY/COUNTY/FDOT.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-601 FOR DISINFECTION.

CITY OF STUART
WATER DISTRIBUTION NOTES
(CONTINUED)

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE CITY OF STUART ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING SLEEVE AND VALVE. REVERSE TAPS ARE STRICTLY PROHIBITED (TAPS ON MAIN ARE TO BE ON THE SAME SIDE AS THE PROPSED METER LOCATION).
19. SAMPLE POINT TAPS SHALL BE PLACED APPROXIMATELY 3 FEET AWAY FROM GATE VALVES, AS SHOWN. FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINES, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS, AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
20. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND CITY OF STUART REQUIREMENTS, MORE STRINGENT SHALL APPLY.
21. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600.

$$L = \frac{SD(P)^{1/2}}{133,200}$$

OR CURRENT AWWA STANDARD

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

22. PRIOR TO ANY TESTING, ALL MAINS 3 INCHES IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THROUGH THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45° AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY. CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
23. 10 FEET MINIMUM HORIZONTAL AND 12 INCHES MINIMUM VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO (2) JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
24. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
25. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

CITY OF STUART
WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) SDR-26, GREEN IN COLOR.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY, AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY. IN CASES WHERE AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO (2) JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, CITY OF STUART UTILITIES & ENGINEERING DEPT., COUNTY/FDOT AND ANY OTHER NECESSARY AGENCY SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FROM THE ENGINEER, CITY, OR COUNTY/FDOT.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY THE CITY OF STUART 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18 (12" AND SMALLER), OR DR-21, AWWA C-905 (14" AND LARGER).
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR. WASTEWATER FORCE MAIN SHALL HAVE THINN WIRE & LOCATOR TAPE WITH "SEWER" MARKED ON TAPE.
15. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS COPPER WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN.

CITY OF STUART
WASTEWATER CONSTRUCTION NOTES
(CONTINUED)

17. MINIMUM COVER SHALL BE 48 INCHES, PIPES WITH LESS COVER REQUIRE PRIOR APPROVAL OF THE ENGINEER AND CITY OF STUART AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. ALL MANHOLES SHALL HAVE BEWER RAIN GUARDS INSTALLED.
19. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.
20. PRIOR TO ANY TESTING, ALL MAINS 3 INCHES IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THROUGH THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45° AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY, CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

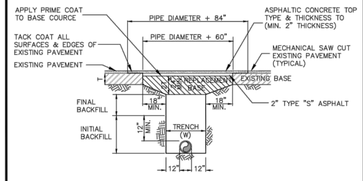
   WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN LESS THAN 12 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DIP AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARENCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

   ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED IN THE CROSSING).

   WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 12 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.
2. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

   IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

   WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
3. ALL DIP SHALL BE PRESSURE CLASS 350, MINIMUM. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

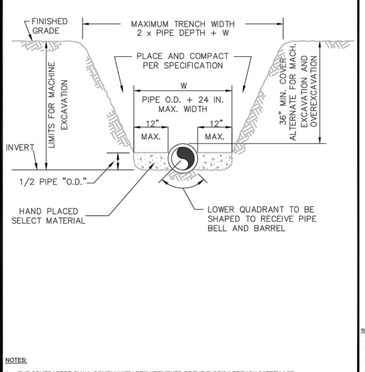


LIMEROCK, SAND-CLAY, SHELL, ETC. 6" LAYERS, COMPACTED THICKNESS.

DENSITY REQUIREMENTS:
98% UNDER ROADWAY (WITHIN 3' OF E.O.P.
95% SHOULDER PAVEMENT.
(METHOD AASHTO T-180)

NOTES:

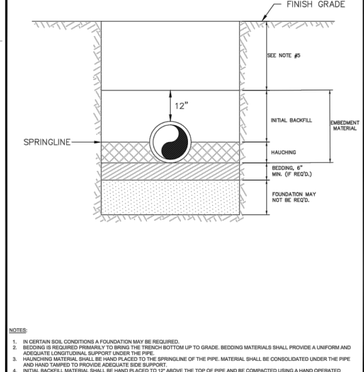
PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ARTERIAL STREETS SHALL INCLUDE FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.



NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2. INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-180.

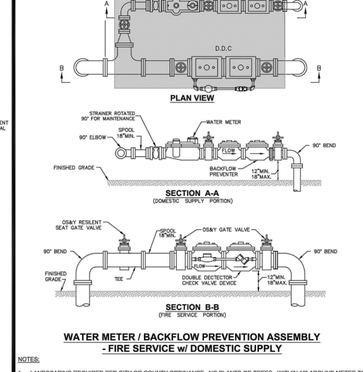
TYPICAL TRENCH CONSTRUCTION



NOTES:

1. IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2. BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3. ADDITIONAL MATERIAL SHALL BE USED PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4. INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE AND BE COMPACTED USING A HAND OPERATED TAMPING DEVICE.
5. BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6. DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE DESIGN ENGINEER OR PERMIT AGENCY HAVING JURISDICTION.

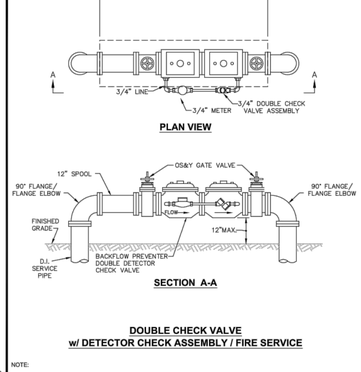
BACKFILLING REQUIREMENTS



WATER METER / BACKFLOW PREVENTION ASSEMBLY - FIRE SERVICE w/ DOMESTIC SUPPLY

NOTES:

1. LANDSCAPING REQUIRED PER CITY OR COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.

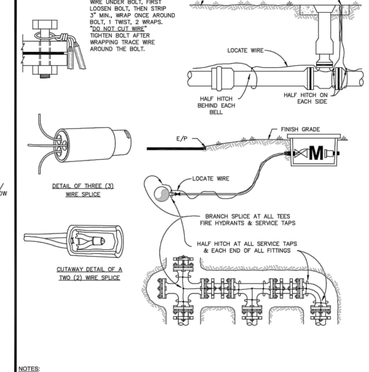


SECTION A-A

DOUBLE CHECK VALVE w/ DETECTOR CHECK ASSEMBLY / FIRE SERVICE

NOTE:

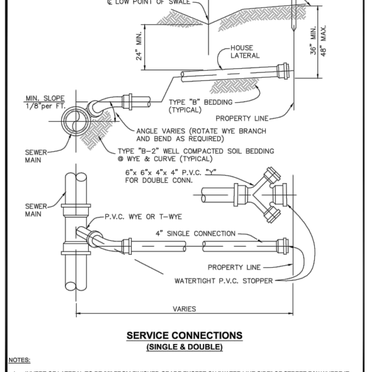
LANDSCAPING IS REQUIRED PER CITY OR COUNTY ORDINANCE. PLANTINGS MUST SCREEN AT PLANT HEIGHT,NO GROW IN PERIOD.



NOTES:

1. LOCATE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER, AND SHOWN IN STANDARD DETAILS.
2. INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3. CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL LOCATE WIRE.

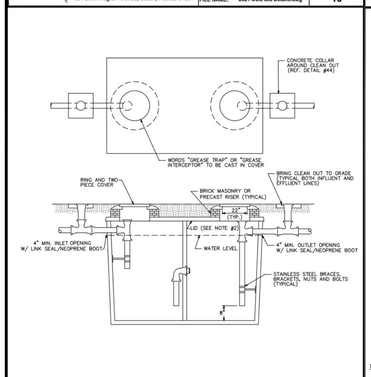
LOCATE WIRE



SERVICE CONNECTIONS
(SINGLE & DOUBLE)

NOTES:

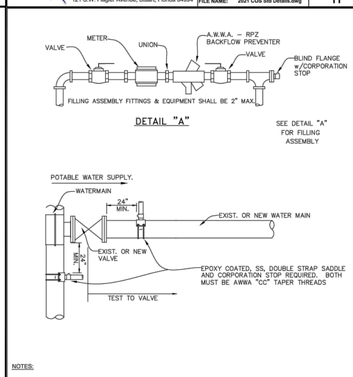
1. INVERT OF LATERAL TO BE 36" FROM FINISHED GRADE EXCEPT ON "WATER LINE SIDE" OF STREET R/W WHERE IT SHALL DROP TO 48" AS SOON AS DEPTH OF SEWER MAIN PERMITS.
2. THIS DETAIL TO BE USED WHEN TOP OF SEWER MAIN IS LESS THAN 7'-0" DEEP.



NOTES:

1. GREASE TRAPS SHALL MEET OR EXCEED ALL THE REQUIREMENTS FOR GREASE INTERCEPTORS/SEPTIC TANKS AS IN THE FLORIDA DEPT. OF HEALTH CHP. 64E-6.013, FL ADMINISTRATIVE CODE, AND CITY OF STUART "SPECIFICATIONS AND STANDARDS". THE SHOP DRAWINGS SHALL BE FORWARDED TO THE CITY FOR REVIEW AND APPROVAL.
2. LID TYPES:
   a. 4' REGULAR LID
   b. 8" TRAFFIC BEARING LID
3. TANKS WITH REMOVABLE BAFFLES, BAFFLES MUST BE SECURED IN PLACE.

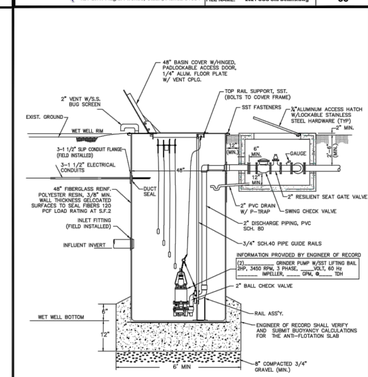
GREASE TRAP



NOTES:

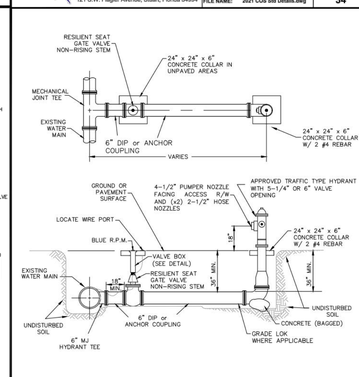
1. GATE VALVE SHALL BE KEPT CLOSED.
2. DEPARTMENT SHALL BE NOTIFIED BEFORE FILLING AND FLUSHING.
3. AFTER BACTERIOLOGICAL CLEARANCE, GATE VALVE IS TO BE OPEN WITH VALVE BOX.
4. PRESSURE TEST PUMP CONNECTS TO SERVICE LINE OR BLOWOFF. NO EXTRA TAPS ARE PERMITTED.
5. PRESSURE GAUGE TO BE LOCATED IN VICINITY OF TEST PUMP CONNECTION.
6. GAUGE AND RISER TO BE REMOVED AFTER PRESSURE TEST.
7. REMOVE TEMPORARY CONNECTION AT CORPORATION STOPS AFTER FILLING & FLUSHING HAS BEEN COMPLETED.
8. INJECT CHLORINE ON PROJECT SIDE OF BACKFLOW PREVENTER.
9. MUST OBTAIN METER AND BACKFLOW ASSEMBLY FROM CITY OF STUART. PRIOR TO INSTALLATION.

FILLING & FLUSHING CONNECTION



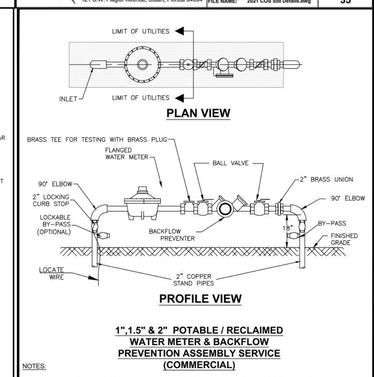
SECTION VIEW
NOT TO SCALE

3 PHASE DUPLEX COMMERICAL GRINDER SYSTEM



1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED FROM FACTORY.
3. FOOT TO REST IN UNDISTURBED SOIL.
4. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
5. ALL FITTINGS TO BE MECHANICAL JOINT.
6. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
7. ALL HYDRANTS ARE TO UTILIZE ANCHOR COUPLINGS, WHEN APPLICABLE.

FIRE HYDRANT ASSEMBLY

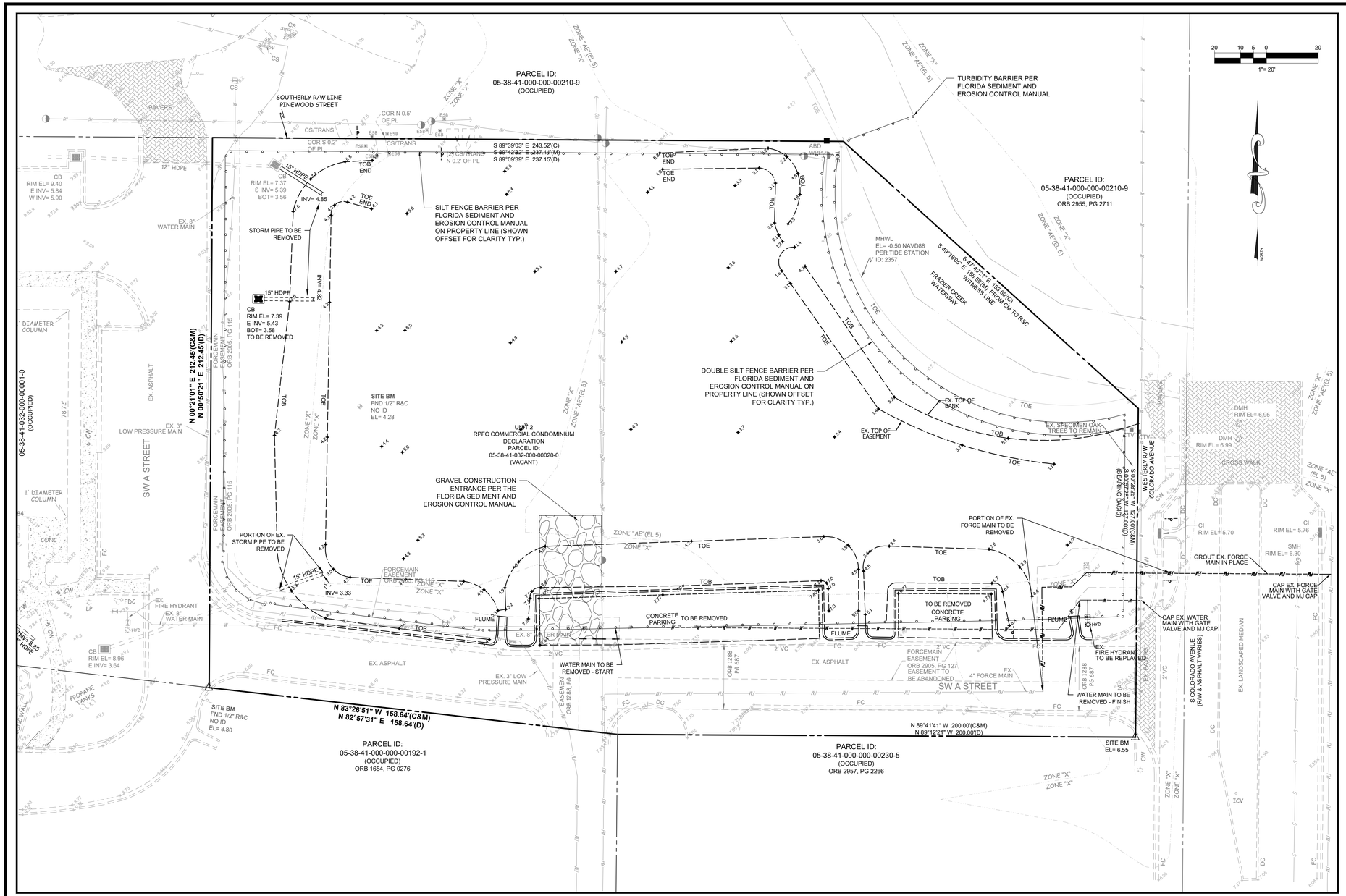


PROFILE VIEW

1",1.5" & 2" POTABLE / RECLAIMED WATER METER & BACKFLOW PREVENTION ASSEMBLY SERVICE (COMMERCIAL)

NOTES:

1. L



NOTE:
EROSION AND SEDIMENT CONTROL - CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING EROSION AND SEDIMENT CONTROL USING THE LATEST F.D.O.T. STANDARDS. BALED HAY, STRAW, AND SILTATION BARRIERS WILL BE INSTALLED WHERE NEEDED TO PREVENT SILTATION OF ADJACENT PROPERTY, PUBLIC RIGHT-OF-WAY, WETLANDS AND WATERWAYS. THESE WILL REMAIN IN PLACE UNTIL GRASSING OR SODDING HAS BEEN COMPLETED OR UNTIL SILTATION AND EROSION ARE NO LONGER A THREAT TO ADJACENT PROPERTIES AND WATERWAYS. STREET SWEEPING SHALL BE PERFORMED ANYTIME SEDIMENT HAS BEEN TRACKED ONTO THE ADJACENT ROADWAYS FROM THE SITE OR THE SITE DRIVEWAYS. SHOULD DUST BECOME AN ISSUE, ALL UNSTABILIZED AREAS SHALL BE WETTED DOWN SUFFICIENTLY IN ORDER TO PREVENT DUST.

SILT FENCE SHALL BE IN PLACE PRIOR TO CLEARING

ONSITE PROJECT AREA:	70,754 S.F. (1.62 AC)
TOTAL AREA TO BE CLEARED:	70,754 S.F. (1.62 AC)

LEGEND	
WM	EXISTING WATER MAIN
FM	EXISTING FORCE MAIN
S	EXISTING GRAVITY SEWER MAIN
	EXISTING EDGE OF PAVEMENT TO REMAIN
	EXISTING EDGE OF PAVEMENT TO BE REMOVED
	CONCRETE TO BE REMOVED
	EXISTING LIGHT POLE TO BE REMOVED
SF	SILT FENCE

VELCON
ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT:
CREEKSIDE
HOTEL/RETAIL

CLIENT:
RAJ
PATEL
CITY OF STUART
FLORIDA

DARREN GUETTLER LICENSE NO. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
11/10/23

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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PROJECT No.:	22-1036
DRAWN BY:	LG
CHECKED BY:	JM
DATE:	04/20/2023
CAD I.D.:	22-1036 SWPPP

SHEET TITLE:
DEMOLTION AND EROSION CONTROL PLAN

SHEET NUMBER:
07

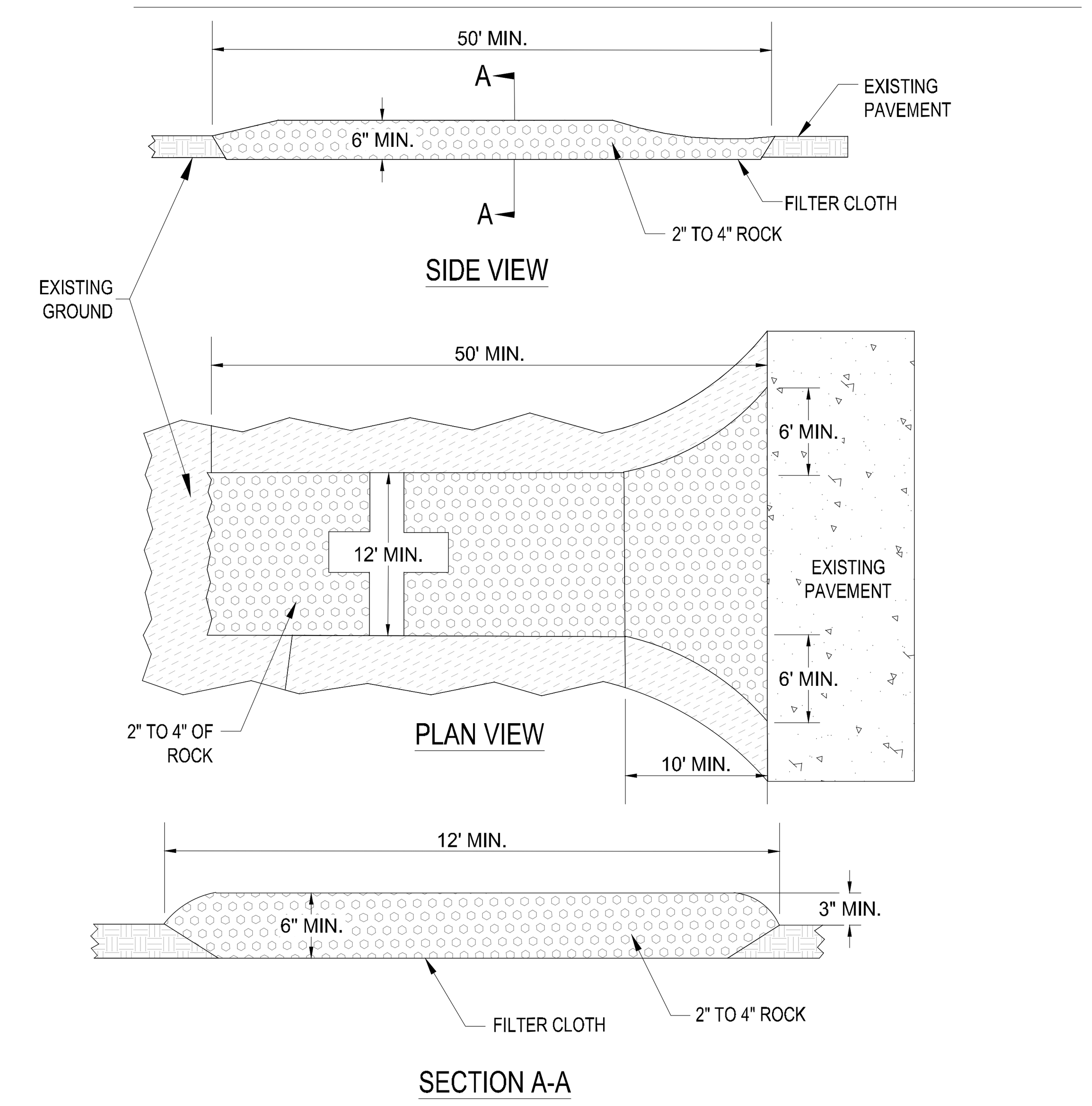
Printed on Friday, November 10, 2023, 1:38 PM by Jacob McClellon
...\PLANS\CONSTRUCTION PLANS\22-1036 SWPPP - SHEET 07 DEMOLITION AND EROSION CONTROL PLAN

Section 1	Project Name and location information:	Creekside City of Stuart, Florida
Section 2	Describe the nature of the construction activity:	Construction activities consist of a single story retail/restaurant building, and a 4-story hotel with associated paved access that will serve the project site in the City of Stuart, Martin County, Florida.
Section 3	Describe the intended sequence of major soil disturbing activities: The following sequence of major activities shall be followed unless the contractor can propose an alternative that is equal or exceeds the erosion and sediment control practices described in this document, and is approved by the Engineer. The detailed sequence for the entire project can vary significantly from contractor to contractor. The contractor is responsible for providing a detailed sequence of construction for all construction activities.	1. Placement of all erosion control devices. 2. Clearing and grubbing, earthwork, filling of the existing lake, and excavation of the dry detention area. 3. Storm sewer construction; all storm sewer shall be constructed in the upstream direction. 4. Water & wastewater utility construction. 5. Earthwork associated with roadway, curb, subgrade, base and pavement. 6. Final seed and mulch and landscaping and sodding of the unpaved project area as called for in plans.
Section 4	Total area onsite and offsite:	1.80 acres
Section 5	Total area onsite and offsite to be disturbed:	1.62 acres
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site: The soils are silty fine sand to clean sands. The small sand particle size will make the potential for erosion high.	Runoff Data Runoff Coefficients: Before: 0.81 During: 0.30-0.81 After: 0.81
Section 7	Estimate the drainage area size for each discharge point:	1.80 acres
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	There is one (1) discharge point for the project. Lat. N027° 11' 37.65" , Long. W080° 15' 11.90" into the Frazier Creek
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	
	The following defines general quantities for the sequence of construction and the use of stabilization and structural practices. The contractor is also responsible for documenting this portion of the SWPPP. The construction of this project is expected to last twelve months. Install stabilized construction entrances at all common areas where construction vehicles will be entering and exiting the construction site. The driveways shall be constructed per the Florida Sediment and Erosion Control Manual. Install silt fences, Type III, around all ditch bottom inlets on the project, and the project perimeter. Filter cloth under the grates on catch basins may be used in lieu of a silt fence. Install staked turbidity barriers at the locations as indicated in the Paving and Drainage Plan (discharge points).	
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.	
	Temporary: Seed and mulch, and sod in accordance with Specification Section 104. Permanent: All stabilization practices shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily ceased. The contractor is also responsible for documenting this portion of the SWPPP.	
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
	Temporary: Silt fence in accordance with the Florida Sediment and Erosion Control Manual. Staked turbidity barrier in accordance with the Florida Sediment and Erosion Control Manual. Soil tracking prevention device in accordance with the Florida Sediment and Erosion Control Manual. A stabilized construction entrance to be constructed per the Florida Sediment and Erosion Control Manual. All sediment controls shall be in place prior to any soil disturbing activity upstream of the control.	
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.	
	N/A - less than 10 acres	
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	
	Stormwater will be captured with catch basins and treated onsite in the proposed stormwater chamber retention system.	
Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.

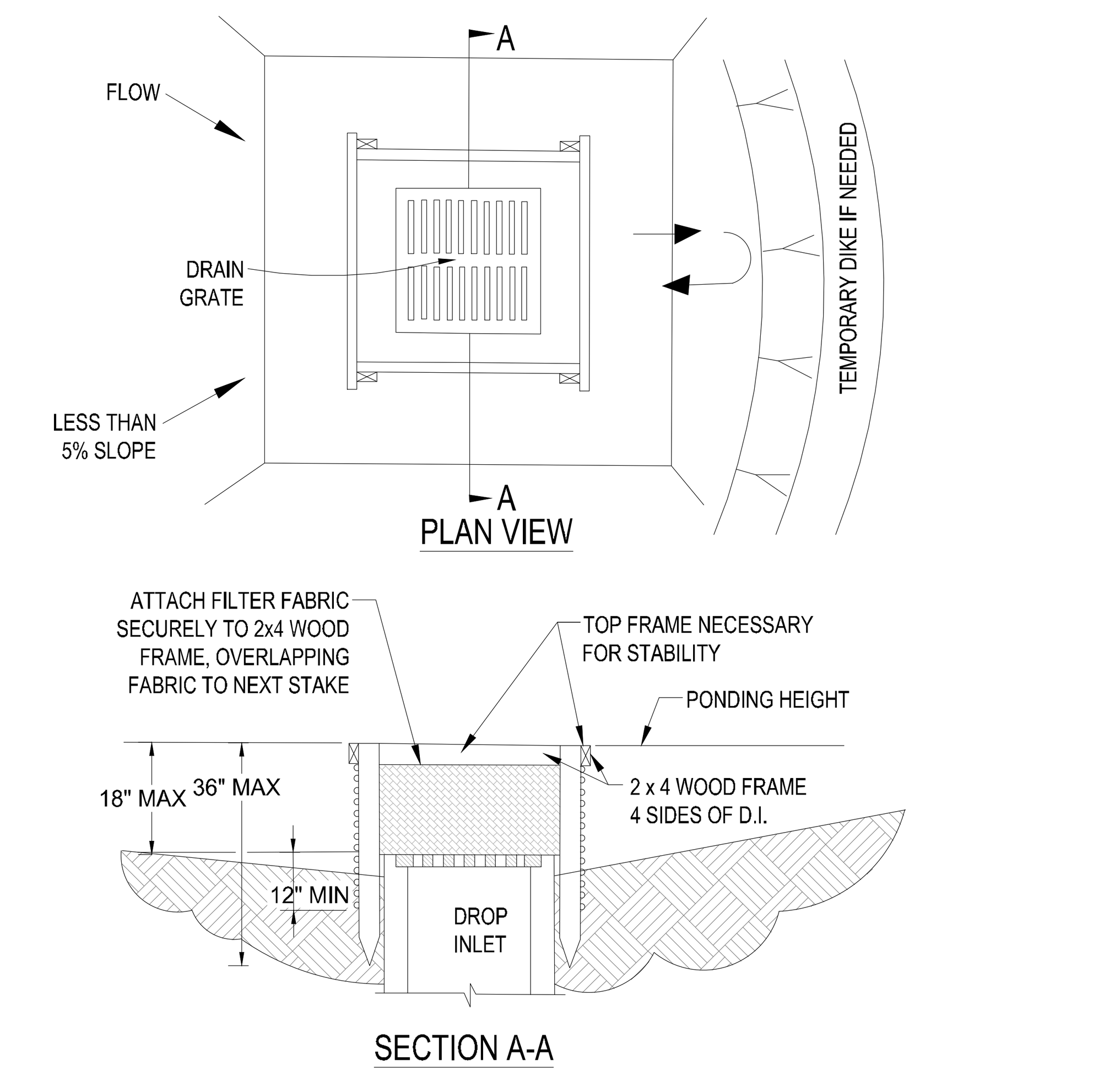
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
	Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs to the filter inlets, silt fence, or filter fabric shall be performed immediately. • Bare areas of the site that were previously seeded shall be reseeded per manufactures' instructions. • Mulch and sod that has been washed out shall be replaced immediately. • Maintain all other areas of the site with proper controls as necessary.
Section 20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
	Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.
Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
	The contractor is required to submit a dewatering plan to SFWMD for approval prior to commencement of any construction activities that require dewatering. This plan shall include any stockpile areas and excavation areas. The contractor is responsible for documenting this portion of the SWPPP. If contaminated soil or groundwater is encountered, contact the District Hazardous Materials Coordinator
Section 22	Site Map The construction plans will substitute as site maps. Locations of the required information are described below. Drainage Patterns: The drainage flow directions are shown on the Paving and Drainage Plan. Approximate Slopes: The slopes of the site can be seen on the Grading and Drainage plan and cross sections. Areas of Soil Disturbance: The areas to be disturbed are indicated on the plan. Any areas where permanent features are shown to be constructed above or below ground will be disturbed. Areas not to be disturbed: Those areas shown outside of the limits of the silt fence will not be disturbed. Locations of Controls: The erosion control devices and locations are shown on the Sediment & Erosion Control Plan. Areas to be stabilized: Temporary stabilization practices are also shown on the plans, if applicable. Areas of permanent stabilization are shown on the Paving and Drainage Plan. Surface Water: Surface water runoff will be collected by inlets and culverts and direct stormwater into the onsite stormwater chamber system prior to a controlled release to the Frazier Creek. Receiving Waters Ultimate outfall is to Frazier Creek which is part of the south fork of the St. Lucie River.
Section 23	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:
	"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder. This document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." ____________________ __________ Name (Operator and/or Responsible Authority) Date

Section 23

Name	Title	Company Name, Address and Phone Number	Responsible Items	Date

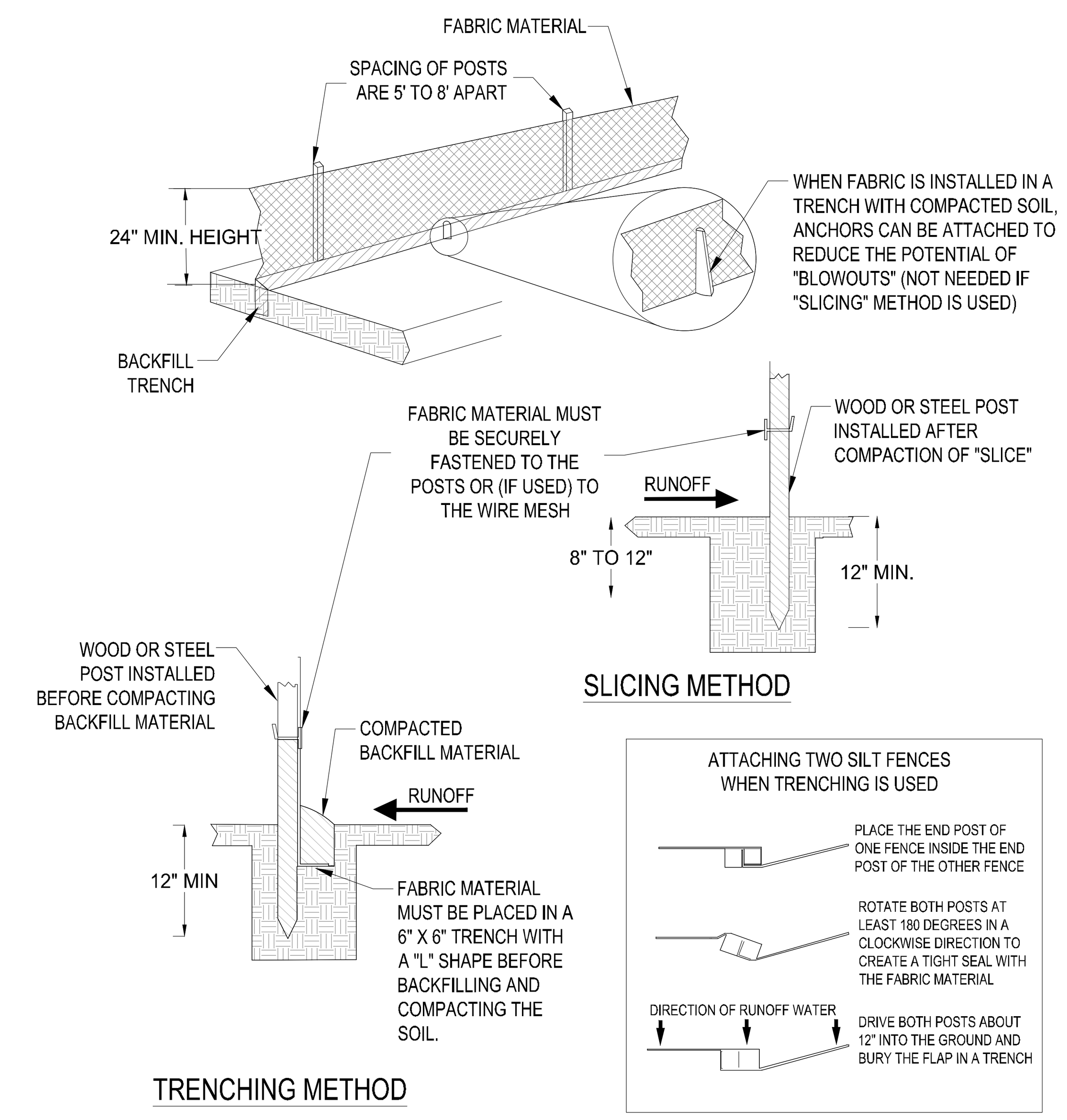


SOIL TRACKING PREVENTION DEVICE

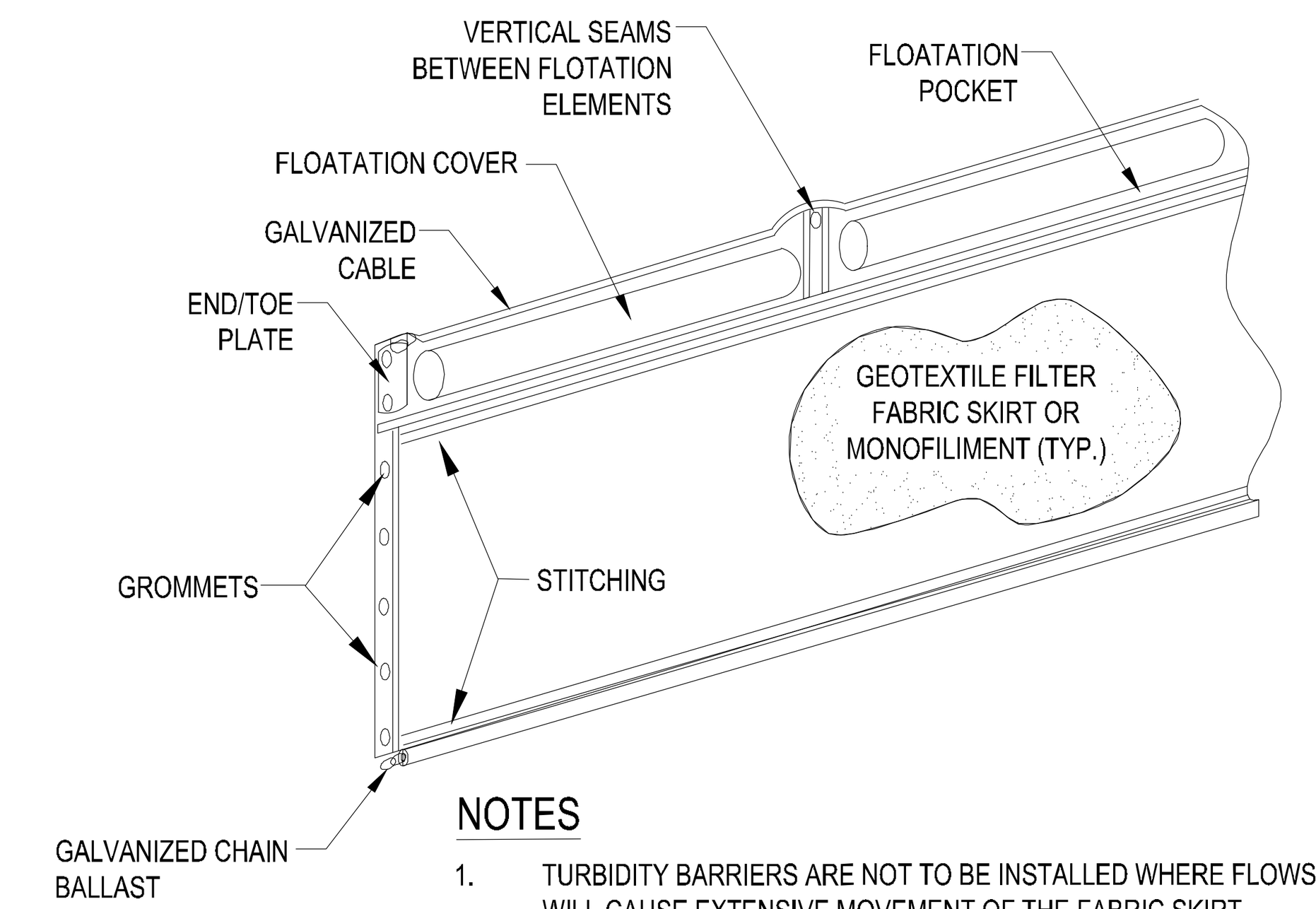


NOTES:
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%)
2. USE 2 x 4 WOOD OR EQUIVALENT METAL STAKES, (3' MIN. LENGTH)
3. INSTALL 2 x 4 WOOD TOP FRAME TO INSURE STABILITY.
4. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE OF THE STRUCTURE.

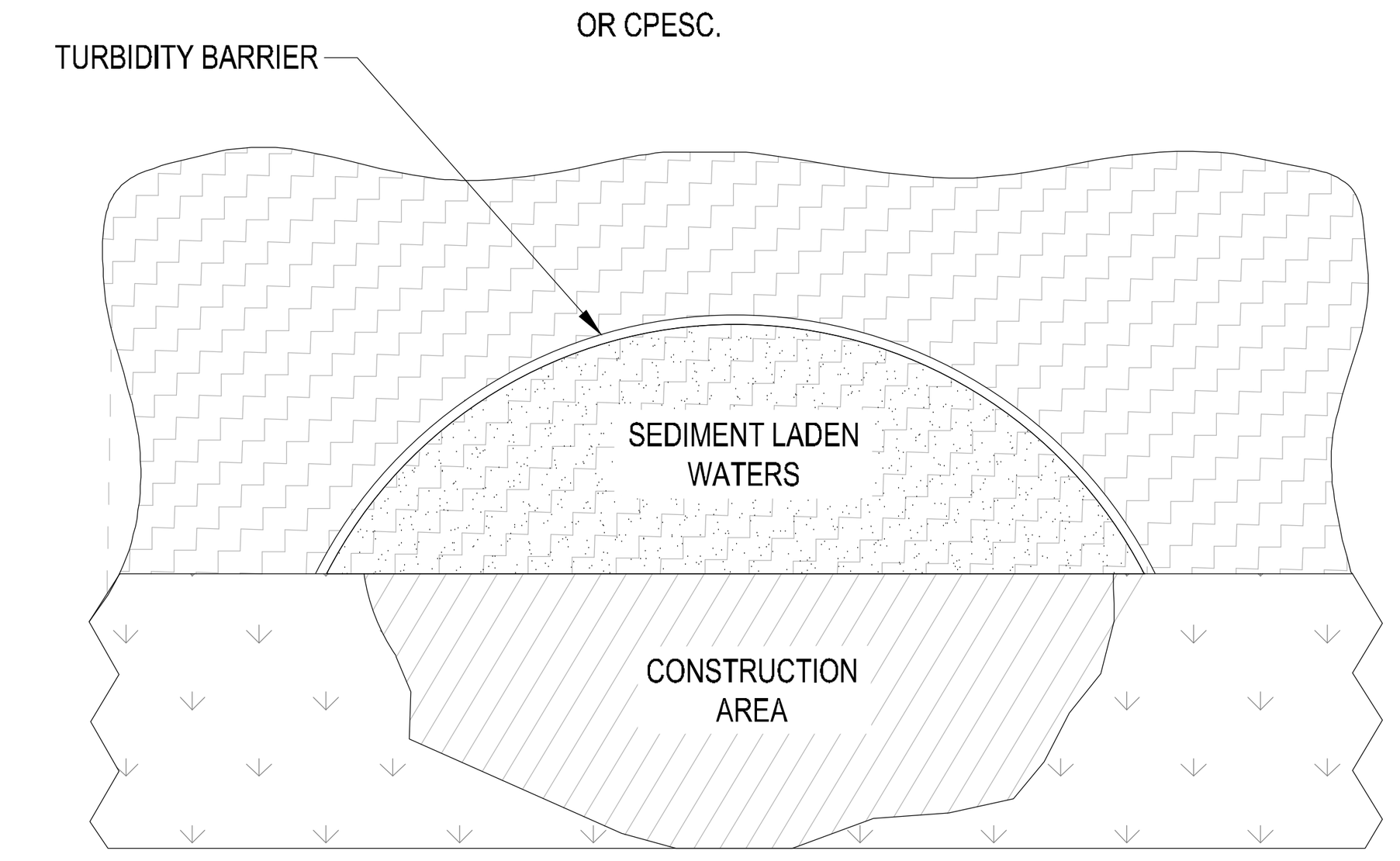
SILT FENCE DROP INLET SEDIMENT BARRIER



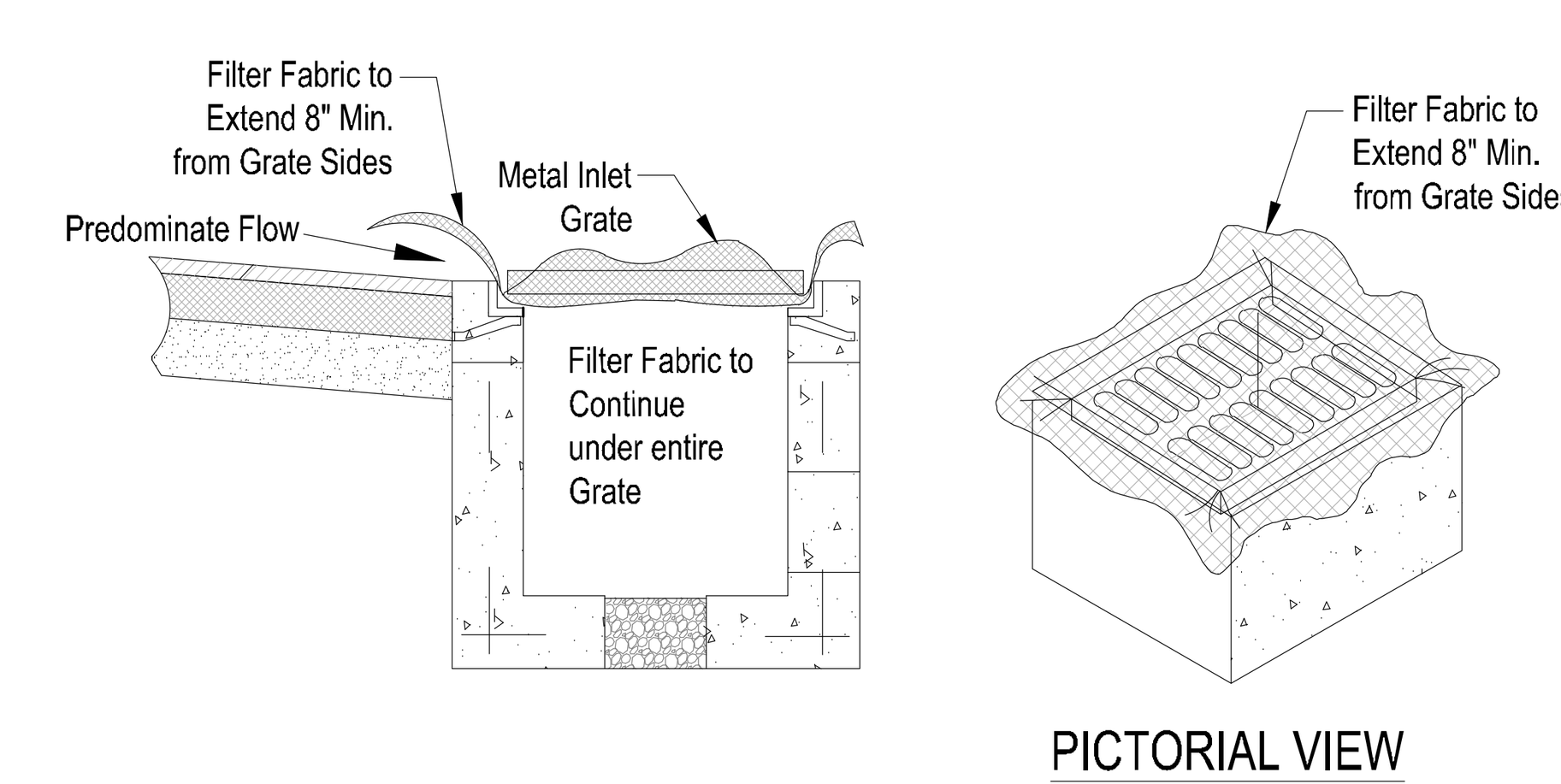
SILT FENCE BARRIER INSTALLATION



NOTES
1. TURBIDITY BARRIERS ARE NOT TO BE INSTALLED WHERE FLOWS WILL CAUSE EXTENSIVE MOVEMENT OF THE FABRIC SKIRT
2. FLOATATION SIZE DETERMINED BY SKIRT DEPTH/SITE VARIABLES.
3. BEFORE TAKING THE TURBIDITY BARRIER AWAY FROM A CONSTRUCTION SITE, ACCUMULATED SEDIMENTS BEHIND FABRIC SKIRT MAY HAVE TO BE REMOVED AS DIRECTED BY THE ENGINEER OR CPESC.



TURBIDITY BARRIER



GENERAL NOTES:
1. THIS INLET IS DESIGNED WITH FILTER FABRIC PROTRUDING 8" FROM SIDES FOR GRIPPING WHEN SEDIMENT NEEDS TO BE CLEARED AFTER FINAL CONSTRUCTION.
2. FILTER FABRIC TO BE INSTALLED AND TRIMMED BEFORE GRATE IS INSET.

FILTER FABRIC DETAIL

ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:
JM	11-10-23	REVISED PER C.O.S. COMMENTS

NOT FOR CONSTRUCTION

PROJECT: CREEKSIDE HOTEL/RETAIL

CLIENT: RAJ PATEL
CITY OF STUART FLORIDA

DARREN GUETTLER LICENSE NO. 74637 STATE OF FLORIDA PROFESSIONAL ENGINEER

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
11/10/23

PROJECT No.: 22-1036
DRAWN BY: LG
CHECKED BY: JM
DATE: 04/20/2023
CAD I.D.: 22-1036 SWPPP

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

SHEET NUMBER:
08

Printed on Friday, November 10, 2023, 1:38 PM by Jacob McClellan
J:\2022\22-1036 RAJ PATEL FRAZIER CREEK HOTEL STUART\ENGINEERING\PLANS\CONSTRUCTION PLANS\22-1036 SWPPP----->LAYOUT: 08 STORMWATER POLLUTION PREVENTION PLAN

INSTR # 2256417
OR BK 02499 PG 1296
Pgs 1296 - 1351; (56pgs)
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CLERK OF MARTIN COUNTY FLORIDA
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Prepared by and to be
Returned to:
Leonard Rutland, Jr., Esquire
P.O. Box 397
Stuart, Florida 34995

Copy Copy Copy

Declaration of Condominium

Of

RPFC

A Commercial Condominium

Ted Glasrud Associates FL, LLC, a Florida limited liability company, hereinafter called "Developer" for itself, its successors and assigns, being the owner of the fee simple title to the real property in Martin County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land"), hereby submits the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of the recording of this Declaration in the public records of Martin County, Florida upon the terms, conditions, restrictions, reservations and limitations set forth.

NOW THEREFORE, Developer makes the following declarations:

1. STATEMENT OF PURPOSE: The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. The condominium will consist of two units which are intended to operate as separate, autonomous office building sites sharing only the maintenance and expense of the common elements, if any. All other maintenance and expenses shall be borne by the owner of the unit upon which any improvements are located. The owner of Unit 1 shall be solely responsible for maintenance and expenses for the building and improvements currently existing upon Unit 1 and the owner of Unit 2 shall be solely responsible for the maintenance and expenses of the vacant lot currently existing upon Unit 2 and such improvements thereto as may hereinafter by made by the

then owner of Unit 2. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act as constituted on the date of the recording of this Declaration in the public records in Martin County, Florida, including the definitions therein contained, are adopted and included herein by reference. All restrictions, reservations, covenants, conditions, and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representative, successors and assignees, and all parties claiming by, through or under such persons, agrees to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each Condominium parcel and the interests in Condominium Property appurtenant thereto, as defined herein.

1.1 Name. The name by which this Condominium is to be known and identified is RPFC, a Commercial Condominium.

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is attached hereto as Exhibit "A" and incorporated herein by reference.

2. DEFINITIONS. The terms used in this Declaration, in the exhibits attached hereto, and in all amendments hereto, shall have the following meanings unless the context requires otherwise.

2.1 Articles of Incorporation mean the Articles of Incorporation of RPFC CONDOMINIUM ASSOCIATION, INC. attached hereto as Exhibit "G", as well as any amendments thereto.

2.2 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against a Unit Owner.

2.3 Association means RPFC Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the condominium.

2.4 Association Certificate means a certificate in recordable form, signed by the President or Vice-President of the Association.

2.5 Board of Directors means the representative body responsible for the management of the property and business of the Association.

2.6 Buildings and Improvements means the structures and improvements located on Condominium Property and the Structures and improvements which may be constructed on the Condominium Property.

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2.7 By-Laws means the By-Laws of the Association, as they exist from time to time.

2.8 Common Elements means those portions of the Condominium Property (including the tangible personal property required for the maintenance and operation of the Condominium Property) not included in the Units. As of this writing, there are no Common Elements.

2.9 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to, the expenses of administration and maintenance, operation, repair and replacement of the Common Elements and of the portions of any Units which are to be maintained by the Association, if any, taxes, special assessments and insurance for the Common Elements, other expenses declared to be Common Expenses herein and in the By-Laws, and any other valid charge against the Condominium as a whole.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium (including but not limited to assessments, rents, profits and revenues on account of the Common Elements), over the aggregate amount of the Common Expenses.

2.11 Condominium means all of the Condominium property as a whole when the context so permits, as well as that form of ownership of real property which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each such Unit an undivided share in the Common Elements.

2.12 Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of the recording of this Declaration in the public records of Martin County, Florida.

2.13 Condominium Documents means this Declaration and all exhibits attached hereto, as the same may be amended from time to time.

2.14 Condominium Parcel means a Unit, together with the undivided share in Common Elements appurtenant to the Unit.

2.15 Condominium Property means the lands that are subject to condominium ownership whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Condominium Property also includes personal property subject to condominium ownership. The Land described in Exhibit "A" submitted herewith to condominium ownership represents this Condominium.

2.16 Declaration or Declaration of Condominium means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

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2.17 Developer means Ted Glasrud Associates FL, LLC, a Florida limited liability company, its successors, legal representatives and assigns; except the term shall not include a Unit Owner who has not acquired all the right, title and interest of Ted Glasrud Associates FL, LLC, a Florida limited liability company, in the Condominium Property.

2.18 Institutional Mortgagee means a bank, bank holding company, trust company, or subsidiary thereto, savings and loan association, insurance company, union pension fund, mortgage agency of the United States Government, or Developer, its grantees, successors, legal representatives, and assigns holding a first mortgage of public record on a Condominium Parcel or on any portion of the Condominium Property, or a vendor holding a purchase money mortgage of record on a Condominium Parcel.

2.19 Land means the real property in Martin County, Florida which is being submitted to condominium ownership and is more particularly described in Exhibit "A" attached to this Declaration.

2.20 Licensed Architect means an architect licensed to practice in the state of Florida.

2.21 Rules and Regulations means the Rules and Regulation and any amendments thereto which have been duly adopted by the Association.

2.22 Singular, Plural, Gender. Whenever the context so permits the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

2.23 Special Assessment means a share of the funds required for payment of Common Expenses which are not budgeted or for which insufficient provision is made in the budget, which may be assessed against the Unit Owners from time to time.

2.24 Unit means that part of the Condominium which is subject to exclusive ownership.

2.25 Unit Owner means the owner of a Condominium Parcel.

2.26 Utility Services means, but is not limited to, electric power, gas, water, telephone, sewer, drainage, cable, and garbage and sewage disposal.

2.27 Effect of Definitions. The definitions provided in this Paragraph 2 shall apply throughout these Declaration and the exhibits hereto, as the context requires, whether or not they are capitalized.

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium property consists of the personal property subject to condominium ownership, the Land, all easements and rights appurtenant to the Land, and the building(s) and other

Copy Copy Copy

improvements constructed thereon, comprising in total the Units, and the Common Elements. The Land described in Exhibit "A", submitted herewith to condominium ownership represent this condominium.

The condominium property consists of two building lots, each of which is declared to be a Condominium Unit and subject to private ownership, and that are identified by sequential numbers (1 and 2 inclusive), together with the driveway as set forth on Exhibit "C". The complete legal description of each Unit will be composed of the number designating the specific Unit.

4. RESERVED FOR FUTURE USE.

5. COMMON ELEMENTS. As of this writing, there are no Common Elements however, the Common Elements shall consist of any of the Condominium Property which is not included within the Units.

6. SURVEY AND PLOT PLAN. The survey of the Land described in Exhibit "A" is shown on Exhibit "B". The plot plan locating the Common Elements and a graphic description of the Units is shown on Exhibit "C". For purposes of identification, all Units are given identifying numbers and are those set forth in Exhibit "C". No Unit bears the same identifying numbers as any other Unit. Said Exhibits, together with this Declaration, are in sufficient detail to identify the location, dimensions and size of the Common Elements and of each Unit upon the Land comprising the condominium.

The improvements for Unit 1 have been completed prior to the filing of this Declaration. The improvements for Unit 2 may be completed at any time at the discretion of the owner of said Unit 2.

7. POSSESSION AND ENJOYMENT OF UNITS AND APPURTENANCES.

7.1 Units. Each Unit is a separate parcel of real property, the ownership, of which shall be in fee simple absolute. Each Condominium Parcel includes the individual Unit subject to the exclusive ownership, as well as the undivided share of the Common Elements appurtenant to the Unit.

7.2 Appurtenances. The following appurtenances shall pass with each Unit:

a. An undivided share in the Common Elements;
b. An undivided share in the Common Surplus;
c. An exclusive easement for the use of air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
d. Membership of each Unit Owner in the Association and the interests of each Unit in the funds and assets of the Association;
e. The right to use all of the Common Elements for their intended purposes, subject to the provisions of this Declaration, the By-Laws, the Royal Palm Financial Center Reciprocal Easement Agreement and

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such Rules and Regulations as may from time to time be established by the Association; but no such use shall hinder or encroach upon the lawful rights of other Unit Owners.

8. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit may not be conveyed or encumbered except together with a Unit. The share in the Common Elements Appurtenant to each Unit shall remain undivided, and no action for partition of the Common Elements shall lie.

9. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the Common Elements appurtenant to each Unit, the percentage and manner of sharing Common Expenses, and the percentage of owning Common surplus attributable to each Unit is shown on Exhibit "E" attached hereto and incorporated herein by this reference. The respective undivided interests, as set forth in Exhibit "E", have been established, giving effect to numerous criteria, and cannot be changed, altered, or amended except as provided in this Declaration or the Condominium Act. Unit 1 will have a 50% share of the foregoing and Unit 2 will have a 50% share of the foregoing.

10. EASEMENTS. The following easements are hereby granted:

10.1 Easements for Unintentional Encroachments. Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the Building(s) or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for the encroachments and the maintenance thereof shall exist.

10.2 Utility Easements. Easements are reserved under, through and over the Condominium Property (including the Units) as may be required for utility services, trash collection, drainage and all other services provided to the Units or the Condominium Property, in order to serve the Condominium, other common facilities, or buildings now or hereafter located at the Condominium. Easements for the installation, maintenance, repair and replacement of utility lines (including but not limited to water, electrical, fire alarm, cable and plumbing lines) located within the Units are hereby created in favor of the Association and may be assigned to utility providers, provided however, that any such easements running through a Unit shall be limited to those shown by the plans and specifications for the building or those actually installed in the construction of the Condominium Property by Developer or its predecessors in title, unless approved in writing by the Unit Owner. A Unit Owner shall do nothing within or outside the Unit that interferes with or impairs the purpose of these easements or the utility lines which they serve. The Board of Directors of the Association or its designee, agents and servants

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shall have a right of access to each Unit to inspect the same, to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit, or elsewhere in the Condominium Property, and to remove any matters interfering with or impairing the services within, or the purpose of, said easements herein reserved; provided such right of access, except in the event of any emergency, shall be made on no less than one (1) day's prior notice.

10.3 Ingress and Egress. A nonexclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across streets, walks, other rights of way, and such other portions of the Common Elements as may from time to time be intended and designated for such uses and purposes, serving the Units, for the use and benefit of the Unit Owners, their guest, invitees, employees and licenses, in obtaining access from the Units to the abutting public way. Such easements for ingress and egress shall not be encumbered by leasehold or lien, other than those encumbering Condominium Parcels, except as otherwise specifically provide in §718.104(n) (1) and (2), Florida Statues.

10.4 Perpetual Non-Exclusive Easement. The Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their guests, licensees, employees, and invitees for all proper and normal purposes. The Common Elements are also subject to a perpetual non-exclusive easement in favor of employees and agents of the Association and of any management entity contracted by the Association in order that such employees and agents may perform their duties.

10.5 Construction of Improvements. An easement is hereby granted to Developer, the current and future owner(s) of Unit 2, their Institutional Mortgagees, their agents, servants, employees and contractors, over, through and across such portions of the Common Elements as may from time to time be necessary for construction operations in conjunction with the development and sales of this Condominium.

10.6 Intended Creation of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there is no grantee in existence having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as allowing the original party or parties to whom the easements were originally granted the benefit of such easement. The Unit Owners hereby designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

10.7 Royal Palm Financial Center Reciprocal Easement Agreement as recorded in Official Records Book 2480, Page 2115 of the Public Records of Martin County, Florida.

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11. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

11.1 Membership. Every Unit Owner, whether he has acquired title by purchase from Developer, Developer's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association, that he is bound by this Declaration, the Articles of Incorporation and By-Laws of the Association, the Rules and Regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and all lawful amendments thereto. Membership is required upon acquisition of a Unit and may not be transferred apart and separate from a transfer of the ownership of the Unit. Membership shall automatically terminate upon the sale or transfer of the Unit, whether voluntary or involuntary.

11.2 Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person is hereafter referred to as a voting member. Each voting member is entitled to one vote for each Unit owned by said member. The exact number of votes to be cast by voting members and the manner of exercising voting rights shall be determined by the By-Laws of the Association. If a Unit is owned by more than one individual, the owners of said Unit shall designate one of them as its voting member. If a Unit is owned by a corporation, the board of directors of the corporation, by duly passed resolution, shall designate one of its officers or employees as the voting member. If a Unit is owned by a partnership, all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a Unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. If a Unit is owned by a limited liability company governed by more than one member or managing members, then all of such members or all of such managing members shall appoint one of the members, or in the case that the limited liability company is governed by managing members, then one of the managing members, as the voting member. The By-Laws of the Association shall govern the procedure for designating an individual as the voting member of the Unit. If an individual owns more than one Unit, he shall have as many votes as the total number of votes which are assignable to the Units which he owns. The votes of a Unit are not divisible.

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11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or not it is the subject of an Association meeting, such decisions shall be made by the same person who would cast the vote of such owner at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

11.4 Agreement to Arbitrate. It is agreed that disputes arising under this Declaration and any documents promulgated thereunder, shall be submitted to binding arbitration in accordance with the arbitration laws of the State of Florida and that the provision of the Florida Arbitration Code shall apply to such arbitration or any award thereunder except as hereinafter set forth. All arbitration proceedings shall be conducted by a panel of three arbitrators: each Unit Owner shall select one arbitrator; within five days thereafter, the two selected arbitrators shall select a third arbitrator. In the event an

arbitrator is not selected within the aforesaid time periods, the arbitration shall proceed with the single arbitrator selected by either Unit Owner. The prevailing party shall be entitled to an award of reasonable attorney fees, arbitrator fees and costs against the non-prevailing party.

12. THE ASSOCATION. The Condominium Property shall be operated by the RPFC Condominium Association, Inc, a Florida corporation not for profit. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. Copies of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibit "G" and "H", respectively, and incorporated herein by reference.

12.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association, by the elements, or by other Unit Owners or persons.

12.2 Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

12.3 Management Agreement. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such powers and duties of the Association as the Association and such person, firm or corporation shall agree upon, subject to the provisions of the Condominium Act.

13. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association, attached hereto as Exhibit "H" and incorporated herein by reference. No amendment of the By-Laws shall be valid unless set forth in, or annexed to, a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee encumbering any Condominium Parcel without the consent of the Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the Condominium Parcels.

14. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

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14.1 Common Elements.

(a) The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a part of the Common Expenses. Each Unit Owner shall pay one-half of the Common Expenses.

(b) There shall be no material alteration to, or substantial improvement of, the Common Elements without the prior written approval of all Unit Owners. The cost of such alteration or improvement shall be a special assessment and shall be assessed against the Unit Owners. Such alterations shall not result in a change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expenses, whether or not the Unit Owner contributes to the cost of such alteration or improvement. Notwithstanding anything to the contrary in this Declaration, Developer reserves the unqualified right to (i) alter the Common Elements as permitted by Paragraph 6 of this Declaration and (ii) install equipment and make other improvements and alterations to the Common Elements, in Developer's sole and absolute discretion. While the Developer owns any square footage in the Condominium, no other party shall be permitted to alter the Common Elements without the express, written consent of the Developer, which consent may be withheld in the Developer's discretion. Developer also reserves the unqualified right to grant any Unit Owner(s) permission to install on, or otherwise affix equipment to, the Common Elements.

(c) Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by the Association.

14.2 Units.

(a) The Association shall maintain, repair and replace as a Common Expense the Common Elements, if any.

(b) The responsibility of the Unit Owner shall include maintaining, repairing and replacing, at his sole and personal expense, all portions of his Unit, including, but not being limited to, the building, all other improvements and landscaping located upon the Unit.

14.3 Enforcement of Maintenance. If a Unit Owner fails to maintain the property as required herein, or otherwise violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance.

14.4 Alteration and Improvement. A Unit Owner may make such alterations or improvements to his Unit at his sole and personal expense as he may desire, provided all work shall be done without unduly disturbing the rights of other Unit Owners, and

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provided further, however, that nothing herein shall be construed to limit, modify or derogate the rights of Developer reserved or granted herein. The Condominium Property has been or is intended to be constructed and maintained as an "A" Rated Office Complex and a Unit Owner may not make alterations or improvements to the exterior of his Unit, including the building and grounds thereof, which would change the aforesaid intended use of the Condominium Property. The Developer of the Condominium Property, his successors and/or assigns as their interests may appear, is not required to obtain the consent of the other Unit Owner with regard to the development, construction, improvement and maintenance of Unit 6 now owned by the Developer.

14.5 Right of Access of the Association. The Association shall have the irrevocable right of access to all Units during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to the Unit.

15. ASSESSMENTS. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments which come due while he is the owner of a Condominium Parcel. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses due at the time of such voluntary conveyance. A lease of a Condominium Parcel by a Unit Owner will not relieve the Unit Owner of his liability for assessments. The Association through its Board of Directors shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses to the extent maintained by, contracted for, or the responsibility of the Association.

15.1 No Avoidance by Waiver of Use. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services or by abandonment of the Condominium Parcel for which the assessment was made.

15.2 Interest on default. Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the highest rate permitted by the Florida usury laws. If a Unit Owner is more than fifteen (15) days delinquent in the payment of any assessment, the Board of Directors may, at its discretion, upon five (5) days written notice to the Unit Owner, declare due and payable all assessments applicable to such Condominium Parcel for the fiscal year of the Association in which the delinquency occurs. In addition to accelerating payment of assessment installments, the Association may assess the delinquent Unit Owner an administrative fee in an amount which is greater of the sum of $500.00 or five percent (5%) of the amount of the delinquent installment, for each delinquent installment that the payment is late.

15.3 Lien for Unpaid Assessments. The Association shall have a lien on each Condominium Parcel and all tangible personal property located within the Unit for the amount of any unpaid assessments, and interest thereon, until such assessments are paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incidental to the collection of such assessment or enforcement of such lien, including fees

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incurred in connection with any appellate proceedings arising out of any suit for collection or enforcement, as well as the costs of collection. Assessment liens shall be executed and recorded in the public records of Martin County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing a lien, and may settle and compromise the same if in the best interests of the Association. The lien shall be governed by the Condominium Act and shall have the priorities established by same.

15.4 Foreclosure of Lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, as more particularly described in the Condominium Act. At any judicial sale, the Association may bid and apply as a cash credit against its bid all sums owing to the Association which are covered by the lien being enforced and otherwise awarded in the judgment of foreclosure.

15.5 Liability of Institutional Mortgagees. Subject to the provisions of 718.116, Florida Statues, if an Institutional Mortgagee obtains title to a Condominium Parcel as a result of the foreclosure of a first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangement in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be a Common Expense collectible from all of the unit Owners, including such acquirer of title, and his successors and assigns. No other sale or transfer shall relieve any Unit Owner or acquirer of title from liability for any assessments previously due, nor from the lien of any such assessments subsequently imposed. The written statement of the Association that the lien is subordinate to the Institutional Mortgage or that the Condominium Parcel is not subject to the assessment shall be dispositive of any question pertaining thereto.

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15.6 Liability of Others. Any person who acquires an interest in a Condominium Parcel, except through foreclosure of a first mortgage of record (or deed or other arrangements in lieu thereof) as specifically provided in subparagraph 15.5 above, including without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.7 Assignment of Claim by Association. The Association, acting through its Board of Directors, shall have the right to assign its claim of lien rights for the recovery of any unpaid assessments to Developer or to any Unit Owner or group of Unit Owners, or to any third party.

15.8 No Abridgement of Rights of Institutional Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of an Institutional Mortgagee of a Condominium Parcel, as set out herein or in the statutes providing for such rights and responsibilities.

15.9 Budget. The Board of Directors of the Association shall approve the annual budget for the Condominium in advance for each fiscal year, which budget shall be in the form described in the By-Laws of the Association.

16. LIENS. No liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from Condominium Parcels) except with the unanimous consent of the Unit Owners.

16.1 Consent of Unit Owners. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Unit owned by him, such labor or materials may not be the basis for the filing of a lien against a Unit or Condominium Parcel. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions by which the owners thereof are liable for Common Expenses.

16.2 Partial Release of Lien. In the event a lien against both Condominium Parcels becomes effective, each owner thereof may relieve his Condominium Parcel of the lien by paying the proportionate amount attributable to same. Upon such payment, the lienor shall release the lien of record for that Condominium Parcel.

17. RESERVED FOR FUTURE USE.

18. USE AND OCCUPANCY RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists:

18.1 Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

18.2 RESERVED FOR FUTURE USE.

18.3 Nuisances. No use or practice which is either an annoyance to Unit Owners or an interference with the peaceful possession and proper use of the Condominium Property by the Unit Owners shall be allowed. All of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

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18.4 RESERVED FOR FUTURE USE.

18.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

18.6 RESERVED FOR FUTURE USE.

18.5 Signs. Signage shall be in conformance with the Codes and Ordinances of the City of Stuart, Florida.

18.6 RESERVED FOR FUTURE USE.

18.7 Non-Interference Agreement. Until Developer has completed all of the contemplated improvements, the other Unit Owner, nor any of his agents, guests, licensees, or invitees, nor any use of the Condominium Property by the aforesaid parties, shall interfere with the completion of the contemplated improvements by the Developer. Developer may make such use of its Unit and the Common Elements as may facilitate the completion of its Unit.

18.8 Prohibited Uses. Each Unit Owner (including his guests, invitees, licensees, and employees) is prohibited from using his Unit or any part of the Common Elements for any purpose other than as a Class "A" office building.

18.9 Garbage. All garbage must be placed inside the dumpsters provided and paid by each Unit Owner for his Unit and located on his premises. No outside garbage can be disposed of in any of the dumpsters located on the Property.

18.15 Rules and Regulations. Rules and Regulations concerning the use of the Condominium Property may be made, and amended from time to time, by the Board of Directors of the Association.

19. RESERVED FOR FUTURE USE.

20. INSURANCE. Each Unit Owner shall be solely responsible for obtaining, maintaining and paying for Insurance upon his Unit. The Association may elect to obtain such Insurance upon the Common Elements and property of the Association as the Board of Directors shall determine is necessary. In the event a Unit Owner is unable to obtain insurance coverage for his Unit, such insurance may be obtained by the Association and paid for by the Unit Owners pro rata based upon that portion of the insurance coverage with is attributable to the Unit Owners insured improvements. The Owner of Unit 1 shall pay for all insurance coverage for improvements which lie upon Unit 1. The Owner of Unit 2 shall pay for all insurance coverage for improvements which lie upon Unit 2.

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Both Unit Owners shall pay one-half of the cost of insurance coverage for the common elements.

21. RESERVED FOR FUTURE USE.

22. RESERVED FOR FUTURE USE.

23. AMENDMENT TO DECLARATION. This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the Unit Owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of One Hundred percent (100%) of the total number of votes which may be cast by all of the Unit Owners. Such amendment shall be duly recorded in compliance with the requirements of the Condominium Act.

23.1 Alteration of Units. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion of percentage by which the owner of the Condominium Parcel shares the Common Expenses and owns the Common Surplus, unless the record title owner of the Condominium Parcel, and all record title owners of liens thereon, join in the execution of the amendment.

23.2 Rights of Institutional Mortgagees. No amendment or change to this Declaration, or to the exhibits hereto, shall (i) affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Condominium Parcel, or (ii) affect or impair the rights granted herein to Institutional Mortgagees, or (iii) affect the rights or interests of mortgagees, without in each case the written consent thereto by the mortgagee owning and holding the mortgage encumbering the Condominium Parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment. All other amendments not affecting the rights aforesaid shall not require the consent of a mortgagee unless the same is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. In any event, all consents required of mortgagees shall not be unreasonably withheld as provided in 718.110 (11), Florida Statues.

23.3 Scrivener's Errors. If it appears that, through a scrivener's error, all of the Common Expenses or interests in the Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the total sum of the shares of Common Elements which have been distributed or the total sum of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%), or if it appears that through such error more than one hundred percent (100%) of the Common Elements, Common Expenses, or ownership of the Common Surplus has been distributed, or if it appears that through scrivener's error a Unit has not been assigned an appropriate, undivided share of the Common Elements, Common Expense or Common Surplus, or if it appears that there is an omission or error in this Declaration or in any Condominium Documents required by law to establish this Condominium, the Association may correct the error or omission by all necessary amendments to this

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Declaration or the other Condominium Documents by resolution of the Board of Directors of the Association approved by all of the directors. If such an amendment, considered and approved pursuant to this subparagraph, materially adversely affects property rights of Unit Owners, the Unit Owners whose property rights are so materially adversely affected must consent to the amendment in writing before the amendment can become effective. If the amendment, considered and approved pursuant to this subparagraph, modifies the shares of Common Expenses, Common Elements or Common Surplus appurtenant to one or more Units, then the owners of the Units and the owners of the liens upon the Units for which changes in the shares of Common Elements or Common Expenses or Common Surplus are being made, must consent in writing to such amendment in order for such amendment to be effective. For the purpose of this subparagraph, no Unit Owner's property rights shall be deemed to be materially adversely affected, nor shall his share of the Common Elements, Common Expenses or Common Surplus be deemed modified by reason of the modification of the shares of Common Expenses, Common Elements or Common Surplus appurtenant to or attributable to another Unit.

23.4 Non-Material Errors and Omissions. Notwithstanding anything to the contrary contained in this Declaration or the exhibits attached hereto, Developer expressly reserves the right to amend this Declaration to correct any errors or omissions not materially and adversely affecting the rights of the Unit Owners, lienors or Institutional Mortgagees. Any such amendment by the Developers shall not require approval of the Association, Unit Owners, lienors or Institutional Mortgagees of Units of the Condominium, whether or not elsewhere required for amendments.

23.5 Discrimination. No amendment shall discriminate against any Unit Owner or against any Condominium Parcel or class or group of Condominium Parcels, unless the owner(s) so affected shall consent thereto.

23.6 Developer Consent Required. As long as Developer has title to any Condominium Unit, no amendment shall be made to this Declaration or to any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer, in its sole and absolute discretion, for any reason.

24. REGISTRY OF OWNERS AND MORTGAGEES. The Association shall at all times maintain a registry setting forth the names of the Unit Owners. In the event of a sale or transfer of a Condominium Parcel, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Parcel, together with the recording information of the instrument by which such purchaser or transferee has acquired his interest therein. Each Unit Owner shall notify the Association of all mortgages encumbering a Condominium Parcel and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a Condominium Parcel may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

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25. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGEES.

25.1 Casualty. In the event of any substantial damage or destruction to a Unit or any part of the Common Elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction by the Association.

25.2 Default. In the event a Unit Owner shall be in default in the payment of any assessments as provided for herein, and said default shall not be cured within sixty (60) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the Condominium Parcel.

25.3 Condemnation. In the event any portion of the Condominium Property is made the subject matter of a condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding by the Association.

25.4 Rights of Institutional Mortgagees. An Institutional Mortgagee shall, upon request, be entitled to:

(a) Inspect the books and records of the Association;

(b) Receive an annual financial statement of the Association within ninety (90) days following the end of the Association's fiscal year.

(c) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but the representative shall have no right to participate or vote at the meeting.

26. GENERAL

26.1 Developer's Rights. Notwithstanding any other provisions in this Declaration, Developer is irrevocably empowered to sell or lease Condominium Units on any terms to any purchasers or lessees for as long as it owns any Condominium Unit(s) in the Condominium subject to the terms of this Declaration.

26.2 Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents, invitees, licensees or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in the Association's insurance premiums occasioned by said owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

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26.3 Limitation of Liability.

(a) The liability of a Unit Owner for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration and exhibits.

(b) A Unit Owner may be personally liable for acts or omissions of the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of interest in the Common Elements, and in no event in an amount greater than the value of his Condominium Parcel. A Unit Owner shall be liable for injuries or damages resulting from an occurrence within his Unit to the same extent and degree that the owner of a business would be liable for an occurrence therein.

26.4 Remedies for Violation. Each Unit Owner shall be governed by and conform to the Declaration and exhibits hereto. Failure to do so shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief, or both, but such relief shall not be exclusive of other remedies provided by law. Should the Association or any Unit Owner find it necessary to institute legal proceedings to ensure compliance with the law, this Declaration, or the exhibits hereto, and should the court find that a violation has occurred, the Unit Owner in violation shall reimburse the party filing the suit for reasonable attorney's fees (including appellate attorney's fees and/or attorney's fees relating to any bankruptcy) and costs incurred as determined by the court.

26.5 Covenants Run with the Land. All provisions of this Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the Land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, administrators, executors, successors and assigns, shall be bound by all of the provisions of this Declaration and exhibits hereto, and any amendments thereof.

26.6 Severability. If any of the provisions of this Declaration, Articles of Incorporation or By-laws of the Association, or of the Condominium Act incorporated herein, or any article, section, clause, phrase, word or the application thereof, in any manner is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

26.7 Notices. Except when expressly provided otherwise, wherever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail (certified return receipt requested). Proof of personal delivery by the Association shall be given by the affidavit of the person personally delivering said notice. Notices to the Association shall be delivered by mail (certified return receipt requested) to the Secretary of the Association, or in case of the Secretary's absence, then

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to the President of the Association and, in his absence, to any member of the Board of Directors of the Association.

(a) Notices to the Developer shall be delivered by mail to:

Ted Glasrud Associates FL, LLC, a Florida limited liability company
759 South Federal Highway, Suite 217
Stuart, Florida 34994

(b) All notices shall be deemed given when mailed (as shown by the postmark of the U.S. Post Office thereon) or when hand delivered. Notices required to be given to the personal representatives of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

26.8 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

26.9 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto.

IN WITNESS WHEREOF, Ted Glasrud Associates FL, LLC, a Florida limited liability company, has caused this Declaration to be executed on the 28th day of January, 2011.

Signed, sealed and delivered
In the presence of:

Print name: Dana A Christman

Print name: Kristen R Brown

Ted Glasrud Associates FL, LLC,
a Florida limited liability company
By: Glasrud Management, Inc.,
A Florida corporation,

By: THEODORE G. GLASRUD, President

(CORPORATE SEAL)

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STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on this 28th day of January, 2011, by THEODORE G. GLASRUD, as President of GLASRUD MANAGEMENT, INC., a Florida corporation, as Manager of TED GLASRUD ASSOCIATES FL, LLC, a Florida limited liability company, on behalf of the corporation and limited liability company. Such person is personally known to me or produced a Florida driver's license as identification and did not take an oath.

NOTARY PUBLIC Kristen R Brown
Printed Name of Notary: Kristen R Brown

KRISTEN R. BROWN
MY COMMISSION # DD 894378
EXPIRES: September 29, 2013
Bonded Thru Notary Public Underwriters

Commission No.: DD 894378

(NOTARIAL SEAL)

Commission Expiration: 9/29/13

Copy Copy Copy Copy

Exhibits:

Exhibit "A"	Legal Description of Land
Exhibit "B"	Survey of Land
Exhibit "C"	Graphic and Plot Plan
Exhibit "D"	Reserved for Future Use
Exhibit "E"	Percentage of Ownership per Unit
Exhibit "F"	Reserved for Future Use
Exhibit "G"	Articles of Incorporation of RPFC Condominium Association, Inc.
Exhibit "H"	By-Laws of RPFC Condominium Association, Inc.

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Exhibit "A"
Legal Description of Land

STEPHEN J. BROWN, INC.
LICENSED BUSINESS NUMBER: 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET; STUART, FLORIDA 34994
(772) 288-7176

LEGAL DESCRIPTION

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BEING A PARCEL OF LAND IN GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57'28" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 950.00 FEET; THENCE NORTH 89° DEGREES 12'21" WEST, A DISTANCE OF 220.06 FEET; THENCE NORTH 00 DEGREES 57'28" EAST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 82 DEGREES 57'31" WEST, A DISTANCE OF 236.97 FEET; THENCE NORTH 73 DEGREES 16'00" WEST, A DISTANCE OF 295.00 FEET; THENCE NORTH 16 DEGREES 44'00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 73 DEGREES 16'00" WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 00 DEGREES 50'21" EAST, A DISTANCE OF 75.06 FEET; THENCE NORTH 89 DEGREES 09'39" WEST, A DISTANCE OF 102.00 FEET; THENCE NORTH 00 DEGREES 50'21" EAST, A DISTANCE OF 2.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINE WOOD STREET, AS RECORDED IN O.R. BOOK 133, PAGE 227, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 09'39" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 793.00 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING ON THE BANK OF FRAZIER CREEK; THENCE MEANDERING SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE BANK OF SAID FRAZIER CREEK, A DISTANCE OF 182.5 FEET , MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE SOUTH 00 DEGREES 57'28" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET, MORE OR LESS, TO A POINT, SAID POINT LYING SOUTH 89 DEGREES 12'21" EAST OF THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 12'21" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 141,227.30 SQUARE FEET, 3.24 ACRES, +/-.

NOTES:

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST (ALSO BEING THE EAST LINE OF GOVERNMENT LOT 7), CALCULATED AS NORTH 00°57'28" EAST, ALL OTHERS RELATIVE THERETO.

THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS IT IS PROVIDED IN ITS ENTIRETY, CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF THE DESCRIPTION.

FILE:

JOB #:	3350-30-01
DRAWN BY:	S.J.B.
CHECKED BY:	S.J.B.
DATE:	01/20/2011
SCALE:	N/A
SHEET:	1 OF 2

Exhibit "B" Suvey of Land

Copy Copy Copy

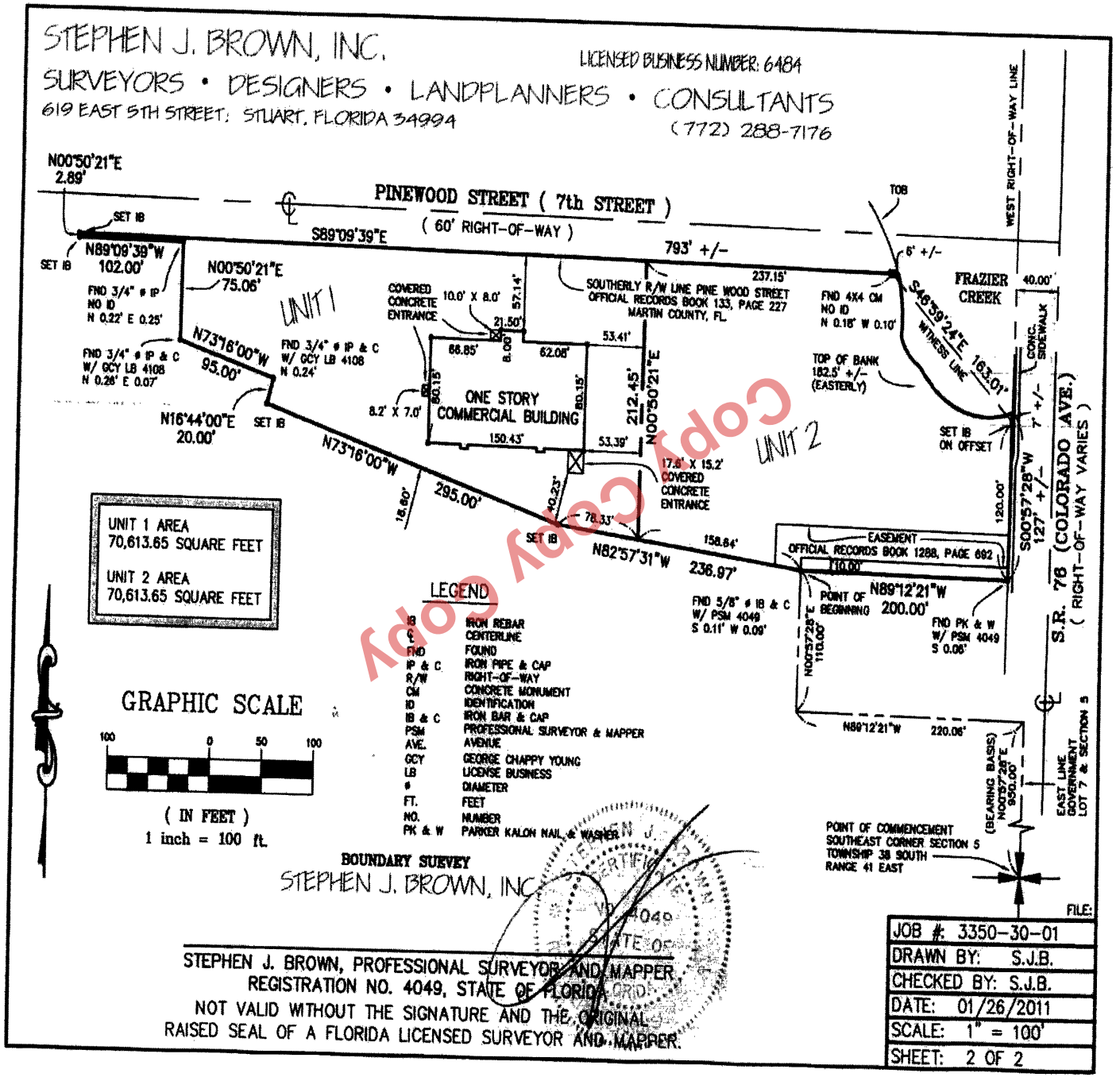

STEPHEN J. BROWN, INC.
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET; STUART, FLORIDA 34994
LICENSED BUSINESS NUMBER: 6484
(772) 288-7176
PINEWOOD STREET (7th STREET)
(60' RIGHT-OF-WAY)
S89°09'39"E
793' +/-
N00°50'21"E 2.89'
SET IB
N89°09'39"W 102.00'
N00°50'21"E 75.06'
FND 3/4" ø IP NO ID N 0.22' E 0.25'
FND 3/4" ø IP & C W/ GCY LB 4108 N 0.26' E 0.07'
N73°16'00"W 95.00'
N16°44'00"E 20.00'
UNIT 1
FND 3/4" ø IP & C W/ GCY LB 4108 N 0.24'
COVERED CONCRETE ENTRANCE 10.0' X 8.0'
57.14'
21.50'
8.00'
66.85'
62.08'
53.41'
SOUTHERLY R/W LINE PINE WOOD STREET OFFICIAL RECORDS BOOK 133, PAGE 227 MARTIN COUNTY, FL.
237.15'
FND 4X4 CM NO ID N 0.18' W 0.10'
TOB
6' +/-
WEST RIGHT-OF-WAY LINE
FRAZIER CREEK
40.00'
S46°39'24"E WITNESS LINE 163.01'
CONC. SIDEWALK
7' +/-
TOP OF BANK 182.5' +/- (EASTERLY)
ONE STORY COMMERCIAL BUILDING
8.2' X 7.0'
80.15'
80.15'
212.45'
N00°50'21"E
150.43'
53.39'
SET IB ON OFFSET
S00°57'28"W 127' +/-
120.00'
17.6' X 15.2' COVERED CONCRETE ENTRANCE
UNIT 2
Copy Copy Copy
N73°16'00"W 295.00'
18.60'
10.23'
78.33'
158.84'
SET IB
N82°57'31"W 236.97'
EASEMENT OFFICIAL RECORDS BOOK 1288, PAGE 692
110.00'
N89°12'21"W 200.00'
POINT OF BEGINNING
FND 5/8" ø IB & C W/ PSM 4049 S 0.11' W 0.09'
FND PK & W W/ PSM 4049 S 0.06'
N00°57'28"E 110.00'
N89°12'21"W 220.06'
S.R. 76 (COLORADO AVE.)
(RIGHT-OF-WAY VARIES)
(BEARING BASIS) N00°57'28"E 930.00'
EAST LINE GOVERNMENT LOT 7 & SECTION 5
POINT OF COMMENCEMENT SOUTHEAST CORNER SECTION 5 TOWNSHIP 38 SOUTH RANGE 41 EAST
UNIT 1 AREA 70,613.65 SQUARE FEET
UNIT 2 AREA 70,613.65 SQUARE FEET
LEGEND
IB IRON REBAR
℄ CENTERLINE
FND FOUND
IP & C IRON PIPE & CAP
R/W RIGHT-OF-WAY
CM CONCRETE MONUMENT
ID IDENTIFICATION
IB & C IRON BAR & CAP
PSM PROFESSIONAL SURVEYOR & MAPPER
AVE. AVENUE
GCY GEORGE CHAPPY YOUNG
LB LICENSE BUSINESS
ø DIAMETER
FT. FEET
NO. NUMBER
PK & W PARKER KALON NAIL & WASHER
GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.
BOUNDARY SURVEY
STEPHEN J. BROWN, INC.
STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER, REGISTRATION NO. 4049, STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FILE:
JOB #: 3350-30-01
DRAWN BY: S.J.B.
CHECKED BY: S.J.B.
DATE: 01/26/2011
SCALE: 1" = 100'
SHEET: 2 OF 2

Exhibit "C"
Graphic Plot Plan

Copy Copy Copy

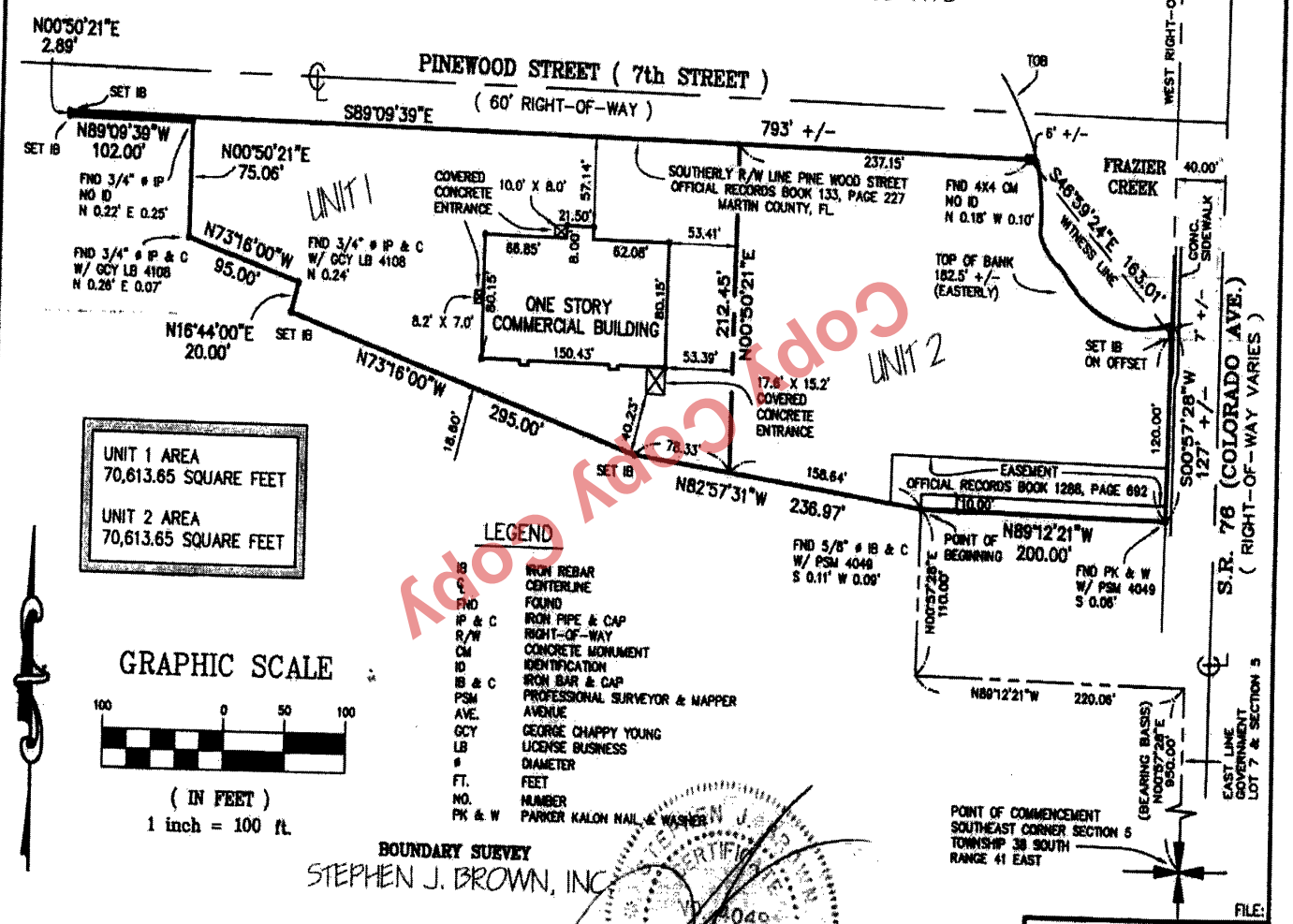
STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET; STUART, FLORIDA 34994

(772) 288-7176



STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE:

JOB #:	3350-30-01
DRAWN BY:	S.J.B.
CHECKED BY:	S.J.B.
DATE:	01/26/2011
SCALE:	1" = 100'
SHEET:	2 OF 2

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Exhibit "D"

Reserved for Future Use

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Exhibit "E"
Share of Common Elements, Common Expense and
Common Surplus Attributable to Each Unit

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UNIT NUMBER	SQUARE FOOTAGE	% OF TOTAL UNIT SQUARE FOOTAGE
1	70,613.65	50%
2	70,613.65	50%

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Exhibit "F"
Reserved for Future Use

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Exhibit "G"
Articles of Incorporation of
RPFC Condominium Association, Inc.

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ARTICLES OF INCORPORATION
OF
RPFC CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not-for-profit under Chapter 617 Florida Statutes, and certifies the following:

ARTICLE I
NAME

The name of the corporation shall be RPFC CONDOMINIUM ASSOCIATION, INC., hereinafter referred to the "Association" or "Corporation" and its duration shall be perpetual.

ARTICLE II
PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes, a condominium will be created upon certain lands in Martin County, Florida, to be known as the RPFC, a commercial condominium, according to a Declaration of Condominium (the Declaration) to be recorded in the public records of Martin County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, these Articles of Incorporation, the By-Laws of the Corporation, the Declaration and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in the capacity of a condominium association.

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ARTICLE III
POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Power. The Association shall have all of the (i) common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and Declaration, (ii) power conferred by the Condominium Act upon a condominium association, and all powers set forth in the Declaration which are lawful.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the condominium and condominium property In accordance with the purpose and Intent contained In the Declaration; and

B. To make and collect assessments against members to defray those costs of the Condominium, and to refund common surplus to members; and duties; and

C. To use the proceeds of assessments in the exercise of its powers; and

D. To maintain, repair, and replace the condominium property; and

E. To reconstruct Improvements upon the condominium property after casualty and to further improve the property; and

F. To make and amend By-Laws for the Association, as well as rules and regulations respecting the use and appearance of the condominium property; and

G. To pay all taxes and other assessment, which are liens against the common elements; and

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium property; and

I. To provide for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted to it by the Condominium Act which are non-delegable, including but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association; and

J. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired; and

K. To purchase insurance for the condominium property and the protection of the Association and its members as unit owners, pursuant to the provisions of the Declaration of Condominium; and

L. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members In accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to, and be exercised in accordance with, the provisions of the Declaration that govern the use of the condominium property.

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ARTICLE IV
MEMBERSHIP

Section 1. Qualifications for Membership. All unit owners In the Condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should transfer his unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be used.

Section 2. Voting. A member of the Association shall be entitled to one (1) vote for each Unit owned by the member. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

Section 3. Restriction. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

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ARTICLE V
OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are:

President	Theodore G. Glasrud
Vice President	David Christenson
Secretary/Treasurer	Kristen Brown

ARTICLE VI
BOARD OF DIRECTORS

Section 1. The affairs and property of this Association shall be managed and governed by a Board of Directors composed of four (4) directors. Each Unit Owner shall appoint two directors.

Section 2. Subject to the By-Laws, Directors shall be appointed to serve for a term of two (2) years. In the event of a vacancy, the remaining Directors shall appoint a replacement to serve until the Unit Owners appoint replacement Directors.

A. Any employee or officer of a business entity owner shall be eligible to serve as a Director of the association. The Directors herein named shall serve until a unit is owned by someone other than the Developer and that Unit Owner appointments replacement directors.

B. All Officers shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held immediately following the annual meetings of the membership or as otherwise provided In the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary-Treasurer, and such other Officers as it shall deem desirable, consistent with the By-Laws. The President shall be elected from among the Board of Directors; no other officer need be a Director.

C. The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first annual meeting of the members:

Name	Address
Theodore G. Glasrud	759 South Federal Highway, Suite 217, Stuart, Florida 34994
David Christenson	759 South Federal Highway, Suite 217, Stuart, Florida 34994
Kristen Brown	759 South Federal Highway, Suite 217, Stuart, Florida 34994
Paul Kuehn	759 South Federal Highway, Suite 217, Stuart, Florida 34994

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ARTICLE VII
BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be recorded in the public records of Martin County, Florida. The By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided in the By-Laws.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director of Officer, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interest of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of Directors who were not parties to such proceedings. The forgoing right to indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE IX
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void, or voidable solely for the reason that such relationship exists, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said interested Officers or Director's vote is counted for such purpose. No Director of Officer of the association shall incur liability solely be reason of the fact that said Director or officer may be interested in any such contract or transaction.

Section 2. Interested Officers and Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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ARTICLE X
INCORPORATOR

The name and address of the incorporator of the Association is:

Name	Leonard Rutland, Jr., Esquire
Address	759 South Federal Highway, Suite 218, Stuart, Florida 34994

ARTICLE XI
AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act.

ARTICLE XII
REGISTERED AGENT AND REGISTERED OFFICE

The name of the registered agent is Kristen Brown and the street address of the initial registered office of this Corporation in the State of Florida shall be 759 South Federal Highway, Suite 217, Stuart, Florida 34994. The Board of Directors may from time to time move the registered office to any other address in Florida.

ARTICLE XIII
PRINCIPAL OFFICE

The principal office, of the Corporation shall be located at 759 South Federal Highway, Suite 217, Stuart, Florida 34994. The mailing address of the corporation shall be the same address.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation this 21st day of January, 2011.

Signed, sealed and delivered

In the presence of

Leonard Rutland, Jr., Esquire

Print Name: Kristen R Brown

Print Name: Christopher M. Brewer

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Articles of Incorporation were acknowledged before me this 21st day of January, 2011, by Leonard Rutland, Jr., Esquire, the incorporator named therein, who did not take an oath.

KRISTEN R. BROWN
MY COMMISSION # DD 894378
EXPIRES: September 29, 2013
Bonded Thru Notary Public Underwriters

State of Florida
My Commission Expires: 9/29/13

Print Name: Kristen R Brown
NOTARY PUBLIC, STATE OF FLORIDA

Personally known or Produced Identification
Type of Identification Produced

Copy Copy Copy

759 South Federal Highway, Suite 217, Stuart, Florida 34994

CERTIFICATE OF DESIGNATION

PURSUANT TO THE PROVISIONS OF SECTION 617.0501 FLORIDA STATUES THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: RPFC CONDOMINIUM ASSOCIATION, INC.

2. The name of the registered agent and the registered office is: Kristen Brown, 759 South Federal Highway, Suite 217, Stuart, Florida 34994.

Having been named as registered agent to accept service of process for the above-slated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statues relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

January , 21 2011

Kristen Brown

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Exhibit "H"
By-Laws of RPFC Condominium Association, Inc.

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BY-LAWS
OF
RPFC CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation

1. GENERAL

1.1 Name: The name of the corporation shall be RPFC CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

1.2 Principal Office: The principal office of the Association shall be at 759 South Federal Highway, Suite 217, Stuart, Florida 34994 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office.

1.3 Definitions: Terms defined in the Declaration of Condominium of RPFC CONDOMINIUM ASSOCIATION, INC., a Commercial Condominium, hereinafter referred to as the "Condominium" shall have the same meaning herein.

2. DIRECTORS

2.1 Powers: The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers granted to a condominium association by law and the Condominium Act, the Articles of Incorporation, the Declaration of Condominium, and these By-Laws, if not inconsistent with the Condominium Act.

2.2 Number and Term: The number of directors which shall constitute the Board of Directors shall be four (4) unless otherwise determined by the members at the annual or at a special meeting. Except for the initial directors designated in the Articles of Incorporation, a director shall be appointed to serve for a term of one (1) year, subject to Section 2.3 of these By-Laws, or until a successor has been appointed. The first Board of Directors shall have four (4) members. An employee or officer of a business entity owner shall be eligible, to serve as director of the Association.

2.3 Appointment of Directors: Each Unit Owner shall appoint two directors.

2.4 Vacancies and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor, who shall hold office until the Unit Owner entitled to appoint the said director appoints a replacement director.

2.5 RESERVED FOR FUTURE USE.

2.6 Unfilled Vacancies: If the Developer, remaining members of the Board of Directors or members of the Association fail to fill vacancies on the Board of Directors

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sufficient to constitute a quorum in accordance with these By-Laws, any unit owner may apply to the circuit court within whose jurisdiction the Condominium lies for the appointment of a receiver to manager the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the Condominium property a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills vacancies on the Board of Directors sufficient to constitute a quorum.

2.7 First Board of Directors: The first Board of Directors designated in the Articles of incorporation shall hold office and exercise all the powers of the Board of Directors until the Unit Owners appoint their respective replacement directors.

2.8 Compensation: Neither directors nor officers shall receive compensation for their services.

2.9 Meetings:

(a) The first meeting of each Board of Directors newly appointed by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were appointed, provided a quorum of the Board of Directors shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same.

(b) Special meetings of the Board of Directors shall be held whenever called by three directors.

(c) RESERVED FOR FUTURE USE.

(d) All directors shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of all shall constitute the act of the Board of Directors. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting, until such time as a quorum shall be present.

2.10 Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

(a) Roll call and quorum determination;
(b) Proof of due notice of meeting;
(c) Reading of minutes of last meeting.
(d) Consideration of communications;

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(e) Resignations and elections;
(f) Reports of officers and employees;
(g) Reports of committees;
(h) Unfinished business;
(i) Original resolutions and new business;
(j) Adjournment.

2.11 Certificate of Compliance: The Board may accept a certificate of compliance of a licensed electrical contractor or electrician as evidence of compliance of the condominium unit to the applicable fire code and life safety code.

3. RESERVED FOR FUTURE USE

4. OFFICERS

4.1 Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any of said offices may be held by one person.

4.2 Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary. Such subordinate officers shall hold office at the pleasure of the Board of Directors and shall have such authority and perform such duties as the Board may prescribe from time to time.

4.3 Tenure of Officers; Removal: All officers and agents shall be subject to removal without cause at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

4.4 The President:

(a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal, when affixed, may be attested by the signature of the Secretary;

(b) He shall have general superintendence and direction of all other officers of the Association, and shall see that their duties are performed properly;

(c) He shall submit a report of the operation of the Association for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which are of interest to the Board.

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(d) He shall be an ex-officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

4.5 The Vice-President: The Vice-President shall be vested with all power and be required to perform all duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

4.6 The Secretary:

(a) The Secretary shall keep the minutes of the meeting of the voting members and of the Board of Directors in one or more books provided for that purpose. The minute books shall be available for inspection by unit owners or their authorized representatives and by Directors at any reasonable time. The minutes shall be retained for a period of not less than seven (7) years;

(b) He shall see that all notices are duly given in accordance with the provisions of the Condominium Documents or as required by law;

(c) He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents. Such execution under seal, on behalf of the Association, must be duly authorized in accordance with the provisions of these By-Laws;

(d) He shall keep a register of the post office address of each unit owner, which addresses shall be furnished to the Secretary by each unit owner.

(e) In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

(f) An Assistant Secretary may perform the duties of the Secretary when the Secretary is absent.

4.7 The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors.

(b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

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(c) He may be required to give the Association a bond in a sum and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

4.8 Vacancies. If the office of the President, Vice-President or Treasurer, one or more of them, become vacant by reason of death, resignation, disqualification or otherwise the Directors may choose a successor who shall hold office for the unexpired term.

4.9 Resignation: Any director of other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless a specific date be fixed in the resignation, and then from that date.

5. POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to a Condominium Association by law and the Condominium Act, and the Articles of Incorporation and these By-Laws, if not inconsistent with the Condominium Act, all of which shall be exercised by its Board of Directors. The Association shall specifically have a limited power to convey a portion of the common element, to a condemning authority for the purpose of providing utility easements, right of way expansions, or other public purposes, whether negotiated or as result of eminent domain proceedings.

6. MEMBERSHIP

6.1 Definition: Voting membership in the Association shall be limited to owners of units in the Condominium as more particularly described in Section 11.2 of the Declaration of Condominium.

6.2 Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's Condominium parcel, and such transfer shall be subject to the requirements set forth in the Declaration of Condominium.

6.3 Membership may be held in the names of more then one person, in which event, all of the plural owners of the unit shall be entitled collectively to only one vote in the management of the affairs of the Association, which vote may not be divided among the plural owners. The multiple owners must file a certificate naming the person authorized to cast votes for the unit, in accordance with Section 7.7 of these By-Laws.

7. MEETINGS OF MEMBERSHIP

7.1 Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

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7.2 Annual Meeting:

(a) There shall be an annual meeting of the unit owners. The first annual meeting of the members shall be held at the time the corporation is organized and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If the meeting is rescheduled, the directors selected at the first annual meeting and the officers elected as result of the directors' meeting will hold office until the annual meeting is held.

(b) At the annual meeting, each Unit Owner shall appoint two directors of the Board of Directors and shall transact such other business as may properly come before the Board at such meeting.

(c) Written notice of the annual meeting shall contain the agenda of the meeting and shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon Association property upon which all notices of unit owner meetings shall be posted. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent to each unit owner by mail. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the developer initially identifies for that purpose, and thereafter as one or more of the owners of the unit shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the address furnished to the Association.

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(d) Unit owners may waive notice of annual meetings and may take action by written agreement without meetings unless expressly prohibited by the Declaration of Condominium or by statue.

(e) Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items; however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation.

(f) Unit owners may tape record or videotape an annual meeting of the unit owners subject to the rules adopted by the Division of Condominiums governing same.

7.3 Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by unit, and designating the occupants of each unit, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such ten (10) day period.

7.4 Special Meetings:

(a) Special meetings of the members may be called by the President or vice-president for any purpose(s), unless prohibited by law, the Declaration of Condominium, or the Articles of Incorporation. Such request shall state the purpose(s) of the proposed meeting.

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof, shall be served upon or mailed to each voting member at the member's address as it appears on the books of the Association, at least five (5) days before such meeting.

(c) No business shall be transacted at a Special meeting unless it is within the purposes(s) stated in the notice of the meeting.

(d) Unit owners may waive notice at special meetings and may take action by written agreement without meetings unless expressly prohibited by the Declaration of Condominium or by statue.

(e) Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items; however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation.

(f) Unit owners may tape record or videotape a special meeting of the unit owners subject to the rules adopted by the Division of Condominiums governing same.

7.5 Quorum: Both Unit Owners present in person or represented by written proxy, shall be required for, and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statue, by the Declaration of Condominium, by the Articles of Incorporation or by these By-Laws. If, however such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have the power to adjourn the meeting, without any notice other than announcement at the meeting, until such time as a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

7.6 Voting Required to Transact Business: Both Unit Owners shall decide any question brought before the meeting.

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7.7 Entitled and Qualified to Vote: Plural Ownership: Proxies: Each Unit Owner shall be entitled to one (1) vote for each unit owned by the member. At any meeting of the membership every member entitled to vote may vote in person or by limited proxy (except as specifically provided otherwise by the Condominium Act), the form of which shall be in substantial conformance with that approved by the Division of Condominiums. Such proxy shall only be valid for the specific meeting for which originally given or subsequent adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. General and limited proxies may be used to establish a quorum. General and limited proxies may be used to vote far those specific matters set forth in §718.112(2)(b)(2), Florida Statutes. Except as provided in §718.112(2)(d), Florida Statutes, general and limited proxies shall not be used to elect directors. If more than one (1) person or a corporation owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered, nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

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7.8 Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

(a) Election of Chairman
(b) Roll Call and Quorum
(c) Proof of Notices of Meeting or Waiver of Notice
(d) Reading of Minutes of Prior Meeting
(e) Officers' Reports
(f) Committee Report
(g) Elections
(h) Unfinished Business
(i) New Business
(j) Adjournment

7.9 Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

8. NOTICES

8.1 Definition: Except where expressly provided to the contrary, whenever, under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice. Such notice may instead be given in writing by regular mail, by depositing the same in a post office or letter box in a pre-paid, sealed

envelope, addressed as appears on the books of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

8.2 Service of Notice – Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before of after the time stated herein, shall be deemed the equivalent of such notice.

8.3 Address: the address for notice of the Association is 759 South Federal Highway, Suite 217, Stuart, Florida 34994.

9. FINANCES

9.1 Fiscal Year: The Fiscal year of the Association shall be the calendar year, commencing January 1 of each year; provided however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

9.2 Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice President, Secretary, or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may designate from time to time.

9.3 Depositories: The funds of the Association shall be deposited in a bank or banks in Martin County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President, the Vice President or the Secretary, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. The funds of the Association shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements for the establishment of escrows for real estate taxes and insurance respecting condominium parcels.

9.4 Inspection and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

9.5 Annual Statements: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

9.6 Fidelity Bonds: Fidelity bonds may be required at the discretion of the Board of Directors for all officers and employees of the Association who control or disburse funds of the Association and from any contractor handling or responsible for Association funds.

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The premiums for such bonds shall be paid by the Association as a common expense. If the Association's annual gross receipts do not exceed $100,000.00, the bond shall be in the principal sum of not less than $10,000.00 for each such person. If the Association's annual gross receipts exceed $100,000.00, but are less than $300,000.00, the bond shall be in the principal sum of not less than $30,000.00 for each such person. If the Associations annual gross receipts exceed $300,000.00, the bond shall be in the principal sum of not less than $50,000.00 for each such person.

9.7 Assessments:

(a) The Board of Directors has the power to fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Paragraph 2.9 of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, Assessments shall be made against units no less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(b) Funds for the payment of common expenses shall be assessed and shall constitute a lien against the condominium parcels in the proportion of the fractional share of the common expenses attributable to each unit, as provided in the Declaration of Condominium.

(c) Assessments payable in installments may be accelerated by the Association as permitted by Paragraph 15.2 of the Declaration of Condominium in the event of a delinquency by a unit owner. Such accelerated assessments shall be due and payable on the date a claim of lien is filed and shall include the amounts due for the remainder of the budget year in which the claim of lien is filed, together with those additional sums described in said Paragraph.

(d) Special assessments, when required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors or its managing agent may make special assessments in emergencies and upon such conditions as the Board may authorize.

(e) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall transmit a statement of such assessment to each condominium unit owner. All assessments shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give receipt for each payment made.

(f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise,

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as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all Unit owners.

(g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorating of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of each of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their regular maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repairs or maintenance undertaken by the Association which would otherwise be each individual unit owner's responsibility.

(h) Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest, until paid, at the highest rate allowed by the Florida usury laws.

(i) In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each unit owner shall be individually responsible for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and in the enforcement of any lien held by the Association.

(j) All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

(k) Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with regard to his unit; the holder of mortgage or other lien shall have this same right as to any unit upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

9.8 Budget and Financial Report:

(a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.

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(b) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications including, if applicable, but not limited to, those expenses listed in §718.504(20), Florida Statues.

(c) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications only as minimally required by applicable Florida law, including, but not limited to, the following, as are applicable:

(1) Administration of the Association.

(2) Maintenance.

(3) Taxes upon Association property, if any.

(4) Taxes upon leased areas.

(5) Insurance.

(6) Security provisions.

(7) Other expenses.

(8) Minimal operating capital

(9) Fees, if any, payable to the Division of Florida Land Sales and Condominiums.

(10) Utilities.

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(e) Written notice of the time and place of the meeting and a copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors, at which time the budget will be considered. Such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal year exceeding One Hundred Fifteen percent (115%) of the assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten percent (10%) of the unit owners, to consider and enact a revision of the budget, or to recall any and all members of the Board of Directors and to elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget shall require a vote of not less than two-thirds (2/3) of the voting members. The recall of any or all members of the Board of Directors shall require a vote of not less than a majority of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in

writing, and if such proposed budget is approved by the unit owners at a members' meeting or by a majority of voting members in writing, such budget shall not thereafter be re-examined by the unit owners in the manner set forth above, not shall the Board of Directors be recalled under the terms of this subsection.

(f) Regular assessments shall be made against unit owners not less frequently than quarterly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses made for all of the unpaid operating expenses previously incurred.

(g) The provisions of §718.112 Florida Statutes, in effect on the date the Declaration of Condominium is recorded, with regard to limitations on budget increases, special membership meetings for budget reconsideration, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. For the purpose of subparagraph (a) and (h) of this paragraph, in determining the percentage of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on regular or annual basis, and assessments for betterments to the condominium property shall be excluded from the computation.

(h) RESERVED FOR FUTURE USE

(i) Notwithstanding anything in these By-Laws or the Declaration which authorizes expenditures, no single expenditure for the improvement of the common elements in excess of $500 per annum shall be made without the approval of One Hundred percent (100%) of the membership, except for the repair of the condominium property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.

(j) Within sixty (60) days following the end of the fiscal year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

(1) Administration of the Association.
(2) Maintenance.
(3) Taxes upon Association property, if any.
(4) Taxes upon leased areas.
(5) Insurance.
(6) Security provisions.
(7) Other expenses.
(8) Minimal operating capital.

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(9) Fees, if any payable to the Division of Florida Land Sales and Condominiums.
(10) Utilities.

10. CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Not for Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

11. DEFAULT

11.1 Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the provisions of law.

11.2 Proceeds of Sale: If the Association becomes the owner of unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money owning to it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

11.3 Violations: In the event of a violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, for a period of thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the Association, on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other course of action, or other legal remedy, as it or they may deem appropriate. An Institutional Mortgagee of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

11.4 Attorney's Fees: In the event legal action contemplated by these By-Laws is brought against a unit owner and results in judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

11.5 Binding Effect: Each unit owner, for himself, his heirs, legal representatives, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures.

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It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's rights to enjoy his unit, free from unreasonable restraint and nuisance.

12. RESERVED FOR FUTURE USE

13. RESERVED FOR FUTURE USE

14. AMENDMENT OF BY-LAWS

These By-Laws may only be amended at a duly called meeting of the voting members and the affirmative vote of all of the voting members. No amendment to these By-Laws that would operate to impair or prejudice the rights or liabilities of any Institutional Mortgagee shall be adopted without the consent of the Institutional Mortgagee. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Law_____ for present text." Non-material errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

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15. CONSTRUCTION

15.1 Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

15.2 Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

15.3 These By-Laws and the Articles of Incorporation shall be construed, in the event of any ambiguity, to be consistent with the provisions of the Declaration of Condominium.

The foregoing By-Laws were adopted by RPFC CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation, at the first meeting of the

Board of Directors held on the 21st day of January, 2011, after due notice thereof was given.

RPFC CONDOMINIUM
ASSOCIATION, INC., a Not for Profit Corporation

By: _____
(Signature)

Theodore G Haskamp
(Print name)

Kristen R Brown
(Secretary signature)

Kristen R Brown
(Print name)

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ROYAL PALM FINANCIAL CENTER
RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 14TH day of September, 2010, by and between a ROYAL PALM I, INC., a Florida corporation, whose address is 5094 S.E. Federal Highway, Stuart, Florida, 34997 (hereinafter referred to as "RPI") and TED GLASRUD ASSOCIATES FL, LLC, a Florida limited company, whose address is 759 South Federal Highway, Suite 217, Stuart, Florida 34994 (hereinafter referred to as "TGA").

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WHEREAS, RPI is the owner of the property described as The Royal Palm Financial Center, the Building I Property, which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Building I"); and

WHEREAS, TGA is the owner of the Buildings II, III, IV and V Properties of The Royal Palm Financial Center, as more particularly described on Exhibit "B", attached hereto and made a part hereof ("Buildings II, III, IV and V"); and

WHEREAS, TGA, intends to develop that portion of the Building V Property abutting Colorado Avenue, which is presently vacant land, the parties hereto stipulate and agree that any such improvements to the said Property shall be included herein and deemed to be a portion of the Building V Property for all purposes; notwithstanding the foregoing, upon development of the aforesaid vacant land, said property shall be referred to as "Building VI" and all terms and conditions applicable to Building V shall apply except as otherwise specifically provided herein; and

WHEREAS, TGA, may someday elect to convey Buildings II, III, IV, V or VI as individual properties, TGA hereby reserves the right to subdivide said properties accordingly and RPI consents to such subdivision; and

WHEREAS, the site plan for the Royal Palm Financial Center, attached hereto and made a part hereof as Exhibit "C", depicts all of the RPI and TGA Properties identified herein ("RPFC"); and

WHEREAS, the Buildings within RPFC have common access, parking, utilities and drainage facilities; and

WHEREAS, RPI and TGA desire to clarify and implement their mutual rights and obligations to use the common access, parking, monument signage, utilities and drainage facilities described above.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) in hand paid each to the other, the receipt whereof is hereby acknowledged, and the mutual covenants contained herein, the parties do hereby agree as follows:

1. RPI does hereby grant, bargain, sell and convey unto TGA a nonexclusive easement for access, parking, TGA monument signage, utilities, irrigation and drainage facilities now or hereafter lying within the bounds of the Building I Property, as shown on Exhibit "A" for the benefit of TGA. This easement area does not include the building, grounds and other facilities now or hereafter located on the Building I Property not used for access, parking, utilities, irrigation or drainage and does not include any parking spaces located below the building.

2. TGA does hereby grant, bargain, sell and convey unto RPI a non-exclusive easement for access, parking, utilities, irrigation and drainage facilities now or hereafter lying within the bounds of the Buildings II, III, IV and V Properties, as shown on Exhibit "B" for the benefit of RPI. This easement area does not include the building, grounds and other facilities now or hereafter located on the Building II, III, IV and V Properties not used for access, parking, utilities, irrigation or drainage and does not include any parking spaces located below the buildings or in the covered carport area behind Building III.

3. TGA shall maintain the access, parking and drainage facilities located within the Building II, III, IV and V Properties and RPI shall have no responsibility for such maintenance, except as described in paragraphs 8 and 9 below. All such facilities shall be maintained in a safe, clean and fully operational manner, in accordance with commercially acceptable standards for professional office buildings located in Stuart, Florida.

4. RPI shall maintain the access, parking and drainage facilities now or hereafter located on the Building I Property and TGA shall have no responsibility for such maintenance except as described in paragraph 7 below. All such facilities shall be maintained in a safe, clean and fully-operational manner, in accordance with commercially acceptable standards for professional office buildings located in Stuart, Florida.

5. The parties hereto agree that the easements, covenants and agreements herein shall be deemed appurtenant to and run with the Building I, II, III, IV and V Properties and shall benefit RPI and TGA and their respective successors and assigns to all or part of the said properties and to the tenants, lessees, agents, employees, guests and invitees of the parties hereto, and their successors in title, and guests and invitees of tenants and lessees residing on said respective properties.

6. The parties hereto agree that the easements, covenants and agreements herein made shall be burdens upon and shall run with the Building I, II, III, IV and V Properties respectively and shall be binding upon RPI and TGA and their respective heirs, legal representatives, successors and assigns, as the case may be.

7. For so long as this agreement shall remain in full force and effect, or the owner of the Building II, III, IV and V Properties shall otherwise utilize drainage and utility facilities located on the Building I Property by virtue of the existing drainage and utility system or the terms of this Reciprocal Easement Agreement, TGA and the successor owners of Building II, III, IV and V Properties shall be responsible for the maintenance and shall pay all of the maintenance costs for the maintenance of such facilities, located on Building I Property and which solely serves the Building II, III, IV and V Properties. Such maintenance shall include any costs of restoring, to an

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equal or better condition, the paving, landscaping and other improvements to the Building I Property which may be damaged or disturbed from time to time in connection with the maintenance of such facilities.

8. For so long as this agreement shall remain in full force and effect, or the owner of the Building I Property shall otherwise utilize drainage and utility facilities located on the Building II, III, IV and V Properties by virtue of the existing drainage and utility system or the terms of this Reciprocal Easement Agreement, RPI and the successor owners of the Building I Property shall be responsible for the maintenance and shall pay all of the maintenance costs for the maintenance of such facilities, located on Buildings II, III, IV and V which solely serves the Building I Property. Such maintenance shall include any costs of restoring, to an equal or better condition, the paving, landscaping and other improvements to the Building II, III, IV and V Properties which may be damaged or disturbed from time to time in connection with the maintenance of such facilities.

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9. For so long as this agreement shall remain in full force and effect, the owner of any Property within the RPFC shall be permitted to utilize the parking spaces in the ramp parking area (the "Ramp Area") located to the rear of the Building II Property.

10. RPFC is currently served by a single lift station for connection to the City of Stuart sewer system. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said lift station and TGA shall pay 80% of the said cost (which 80% cost shall be apportioned amongst the TGA properties as follows: Building II shall pay 20%; Building III shall pay 40%; and Building IV shall pay 20%). RPI shall have primary responsibility for maintaining the lift station but in the event of its failure to maintain, TGA shall have the right to maintain same. The party maintaining the lift station shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same. Building V is served by a separate gravity feed sanitary sewer system and does not require a lift station. In the event Building VI is developed, it would also be serviced by a separate gravity feed sanitary sewer system.

11. RPFC is currently irrigated by a single well and irrigation system which utilizes the pond south of the Ramp Area for water staging. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said well and irrigation system and TGA shall pay 80% of the said cost (which 80% cost shall be apportioned amongst the TGA properties as follows: Building II shall pay 15%; Building III shall pay 30%; Building IV shall pay 15%; Building V shall pay 20%. Upon its construction, Building VI shall not become a part of the RPFC irrigation system and shall maintain a separate irrigation system as its needs may require.. TGA shall have primary responsibility for maintaining the irrigation system but in the event of its failure to maintain, RPI shall have the right to maintain same. The party maintaining the irrigation system shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same.

The pond south of the Ramp Area is used by Buildings I, II, III and IV for surface water retention purposes. The parties hereby agree that RPI ("Building I") shall pay 20% of the cost of maintaining the said pond and TGA shall pay 80% of the said cost (which 80% cost shall be

apportioned amongst the TGA properties as follows: Building II shall pay 20%; Building III shall pay 40%; and Building IV shall pay 20%). TGA shall have primary responsibility for maintaining the pond but in the event of its failure to maintain, RPI shall have the right to maintain same. The party maintaining the pond shall bill the other party its proportionate share of maintenance costs and the other party shall pay the said bill within 30 days of receipt of same.

12. The owner of Building I shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building I as depicted on attached Exhibit "C"; the owner of Building II shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building II as depicted on attached Exhibit "C"; the owner of Building III shall maintain, at his sole expense, the landscaping adjacent to U.S. 1 lying in front of Building III as depicted on Attached Exhibit "C"; the owner of Building IV shall maintain at his sole expense the landscaping adjacent to U.S. 1 lying in front of Building IV as depicted on attached Exhibit "C".

13. All property improvements, including but not being limited to, lighting, curbs, sidewalks, and driveways, shall be maintained by the owner upon whose property the improvements are located. In the event an owner fails to maintain his improvements, any other owner(s) may make needed repairs to maintain or replace the improvements and bill the owner upon whose property the improvements are located.

14. Each owner shall maintain the monument signage which serves their Building, without regard to the ownership of the land upon which the monument signage is located.

15. Each of the parties shall keep in full force and effect a policy of public liability and property damage insurance regarding their respective interests in the easements granted under this agreement, with a company satisfactory to the owner of the property burdened by the easement, and in identical amounts to each other, as the parties shall agree upon from time to time. Each party's policies required hereby shall name the other party or parties as an additional insured(s) and shall include a provision requiring thirty (30) days prior written notice of any change or cancellation of the policy. Each party shall provide the other party or parties with copies of such policies or appropriate certificates of insurance.

16. In the event of a default of any of the conditions or provisions of this agreement, the party claiming such default may give notice detailing such default to the other party. The defaulting party shall have thirty (30) days from the date of such notice to cure the default. If the default is not cured within such thirty (30) day period, the non-defaulting party may send a notice of non-compliance to the other party within ten (10) days after the end of the thirty (30) day cure period. If such notice of noncompliance is timely sent, the non-defaulting party may, at its option, elect to: (a) terminate the easement that it has granted to the other party hereunder or (b) cure the default on behalf of the defaulting party, in which event the defaulting party shall forthwith reimburse the non-defaulting party for the reasonable costs, including attorney fees and costs, thereby incurred.

17. Any notices to be delivered hereunder shall be hand delivered or mailed by certified mail, return receipt requested, to the parties at the addresses set forth below or at such other addresses as the parties may hereafter specify in writing:

Clerk Copy Copy

Royal Palm I, Inc.
5094 S.E. Federal Highway
Stuart, Florida, 34997

TED GLASRUD ASSOCIATES FL, LLC
759 South Federal Highway, Suite 217
Stuart, Florida 34994

IN WITNESS WHEREOF, the date of this instrument shall be the date of last execution.

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(Print Name: LEONARD S. GRAY)

(Print Name: M J KEMPSTER)

ROYAL PALM I, INC.

By: _____
SIDNEY FRISCH, JR., President

(Print Name: Kristen R Brown)

(Print Name: LEONARD LLOYD, JR.)

TED GLASRUD ASSOCIATES FL, LLC

By: Glasrud Management, Inc., its Manager

By: _____
THEODORE G. GLASRUD, President

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by SIDNEY FRISCH, JR., as President of Royal Palm I, Inc., and who executed the foregoing instrument, and she acknowledged before me that she executed the same for the purposes expressed therein.

Notary Public Carrie J. Nagel
My commission expires: 7/10/13
(Notary Seal)

OFFICIAL SEAL
CARRIE J. NAGEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-10-2013

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 9th day of Sept. 2010, by Ted Glasrud Associates FL, LLC, by Glasrud Management, Inc., its Manager, by Theodore G. Glasrud, President, who (X) is personally known to me OR ( ) has produced _____ as identification.

Notary Public Kristen R Brown
My commission expires: 9/29/13
(Notary seal)

KRISTEN R. BROWN
MY COMMISSION # DD 894378
EXPIRES: September 29, 2013
Bonded Thru Notary Public Underwriters

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EXHIBIT "A"

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EXHIBIT "A"
Legal Description

Being a parcel of land lying on Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00°57'28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89°12'21" West, a distance of 220.06 feet to the POINT OF BEGINNING of the following described parcel:

Thence South 00°57'28" West, a distance of 90.08 feet; thence North 89°13'11" West, a distance of 189.28 feet; thence South 17°09'51" East a distance of 209.98 feet; thence South 34°51'51" West, a distance of 125.82 feet to a point in the Northerly Right-of-Way line of U.S. Highway No. 1; thence North 61°58'42" West along said Northerly Right-of-Way line, a distance of 418.49 feet to the beginning of a curve concave to the Northeast, having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 23°17'08", a distance of 374.86 feet to a point, said point hereinafter referred to as "Point A"; thence departing said Northerly Right-of-Way line North 51°18'26" East, a distance of 54.00 feet to a point in a non-tangent curve concave to the Northeast, having a radius of 868.37 feet, said curve being 54.00 feet Northeasterly of and concentric with lastly described curve; thence Southeasterly along the arc of said curve through a central angle of 23°17'08", a distance of 352.91 feet; thence South 61°58'42" East, a distance of 140.78 feet; thence North 75°44'00" East, a distance of 33.90 feet; thence North 16°44'00" East, a distance of 122.00 feet; thence North 07°30'00" East, a distance of 86 feet; thence North 73°16'00" West, a distance of 230.00 feet; thence North 16°44'00" East, a distance of 20.00 feet; thence South 73°16'00" East, a distance of 226.75 feet; thence South 07°30'00" West, a distance of 11.26 feet; thence South 73°16'00" East, a distance of 64.00 feet; thence North 16°44'04" East, a distance of 158.00 feet; thence South 82°57'31" East, a distance of 236.97 feet; thence South 00°57'28" West, a distance of 110.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the following described Parcel:

COMMENCE at aforementioned Point A, said point being in a curve having a radius of 922.37 feet, the chord of which bears North 35°53'47" West; thence Northwesterly along the arc of said curve through a central angle of 05°35'34", a distance of 90.04 feet to the POINT OF BEGINNING; thence continue along said curve having a radius of 922.37 feet through a central angle of 02°42'36", a distance of 43.63 feet; thence North 53°44'00" East, a distance of 26.54 feet to the beginning of a curve concave to the South, having a radius of 30.00 feet; thence Northeasterly and Southeasterly along the arc of said curve through a central angle of 53°00'00", a distance of 27.75 feet; thence South 73°16'00" East, a distance of 45.11 feet; thence South 56°54'00" West, a distance of 81.21 feet to the POINT OF BEGINNING.

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EXHIBIT "B"

EXHIBIT "B"

LEGAL DESCRIPTION

A CERTAIN TRACT OF LAND SITUATE IN MARTIN COUNTY, FLORIDA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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PHASE II

A PARCEL OF LAND LYING IN GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 00°57'28" EAST ALONG THE EAST LINE OF GOVERNMENT LOT 7, ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 950.00 FEET; THENCE NORTH 89°12'21" WEST, A DISTANCE OF 220.06 FEET; THENCE SOUTH 00°57'28" WEST, A DISTANCE OF 90.08 FEET; THENCE NORTH 89°13'11" WEST, A DISTANCE OF 189.28 FEET; THENCE SOUTH 17°09'51" EAST, A DISTANCE OF 209.98 FEET; THENCE SOUTH 34°51'51" WEST, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 1 (ALSO KNOWN AS STATE ROAD NUMBER 5); THENCE NORTH 61°58'42" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 418.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 922.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°17'08", A DISTANCE OF 374.86 FEET TO THE **POINT OF BEGINNING OF PHASE 2**; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'34", A DISTANCE OF 90.04 FEET; THENCE NORTH 56°54'00" EAST, A DISTANCE OF 94.30 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 121.45 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 166.00 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 07°30'00" WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 122.00 FEET; THENCE SOUTH 75°44'00" WEST, A DISTANCE OF 33.90 FEET; THENCE NORTH 61°58'42" WEST, A DISTANCE OF 140.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 868.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°17'08", A DISTANCE OF 352.91 FEET; THENCE SOUTH 51°18'26" WEST A DISTANCE OF 54.00 FEET TO THE **POINT OF BEGINNING.**

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF PHASE III, ROYAL PALM FINANCIAL CENTER LYING IN GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 00°59'28" EAST ALONG THE EAST LINE OF GOVERNMENT LOT 7, ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 950.00 FEET; THENCE NORTH 89°12'21" WEST, A DISTANCE OF 220.06 FEET; THENCE SOUTH 00°57'28" WEST, A DISTANCE OF 90.08 FEET; THENCE NORTH 89°13'11 WEST A DISTANCE OF 189.28 FEET; THENCE NORTH 16°44'00" EAST, A DISTANCE OF 46.68 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 170 FEET; THENCE NORTH 07°30'00" EAST, A DISTANCE OF 11.26 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 226.75 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING** OF THE FOLLOWING DESCRIBED PORTION OF PHASE III; THENCE CONTINUE SOUTH 16°44'00" WEST, A DISTANCE OF 82.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 162.00 FEET; THENCE NORTH 16°44'00" EAST A DISTANCE OF 72.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 16°44'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 73°16'00" WEST, A DISTANCE OF 67.89 FEET; THENCE NORTH 56°54'00" EAST, A DISTANCE OF 13.09 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 121.45 FEET; THENCE SOUTH 16°44'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 73°16'00" EAST, A DISTANCE OF 166.00 FEET TO THE **POINT OF BEGINNING.**

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PHASE III

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57 minutes 28 seconds East along the East line of Government Lot 7 also being the East line of said Section 5, a distance of 950.0 feet, thence North 89 degrees 12 minutes 21 seconds West, a distance of 220.06 feet; thence South 00 degrees 57 minutes 28 seconds West, a distance of 90.08 feet; thence North 89 degrees 13 minutes 11 seconds West, a distance of 189.28 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 46.68 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 106.0 feet to the POINT OF BEGINNING OF PHASE 3, thence North 73 degrees 16 minutes 00 seconds West, a distance of 64.00 feet; thence North 07 degrees 30 minutes 00 seconds East, a distance of 11.26 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 226.75 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 90.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 162.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 72.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 66.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 10.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 113.0 feet to the beginning of curve concave to the south having a radius of 30.0 feet; thence southwesterly along the arc of said curve, through a central angle of 53 degrees 00 minutes 00 seconds, a distance of 27.75 feet; thence South 53 degrees 44 minutes 00 seconds West, a distance of 26.54 feet to a point on a curve concave to the Northeast having a radius of 922.37; thence Northwesterly along the arc of said curve through a central angle of 5 degrees 46 minutes 03 seconds, a distance of 92.85 feet, said curve having a chord bearing North 27 degrees 30 minutes 22 seconds West and a chord distance of 92.81 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 222.59 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 47.12 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 75.0 feet; thence North 00 degrees 50 minutes 21 seconds East, a distance of 84.0 feet; South 89 degrees 09 minutes 39 seconds East, a distance of 102.0 feet; thence South 00 degrees 50 minutes 21 seconds West, a distance of 75.06 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 95.0 feet; thence south 16 degrees 44 minutes 00 seconds West, a distance of 20.0 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 295.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 158.0 feet to the Point of Beginning.

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PHASE IV

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence N 00°57'28" E along the East line of Government Lot 7, also being the East line of said Section 5, a distance of 950.0 feet; thence N 89°12'21" W, a distance of 220.06 feet; thence S 00°57'28" W, a distance of 90.08 feet; thence N 89°13'11" W, a distance of 189.28 feet; thence S 17°09'51" E, a distance of 209.98 feet; thence S 34°51'51" W, a distance of 125.82 feet; thence N 61°58'42" W, a distance of 418.49 feet to the beginning of a curve concave to the Northeast having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 37°21'20", a distance of 601.37 feet to the Point of Beginning of the following described Phase 4; thence continuing along the arc of said curve through a central angle of 06°38'03", a distance of 106.80 feet to a point of compound curve; thence northerly and easterly along the arc of said curve concave to the southeast, having a radius of 15.0 feet through a central angle of 108°49'40", a distance of 28.49 feet; thence S 89°09'39" E, a distance of 297.73 feet; thence S 00°50'21" W, a distance of 86.89 feet; thence S 16°44'00" W, a distance of 75.0 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence along the arc of said curve through a central angle of 90°00'00", a distance of 47.12 feet; thence N 73°16'00" W, a distance of 222.59 feet to the Point of beginning.

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V

LEGAL DESCRIPTION

Being a parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00°57'28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89°12'21" West, a distance of 220.06 feet; thence North 00°57'28" East, a distance of 110.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence North 82°57'31" West, a distance of 236.97 feet; thence North 73°16'00" West, a distance of 295.00 feet; thence North 16°44'00" East, a distance of 20.00 feet; thence North 73°16'00" West, a distance of 95.00 feet; thence North 00°50'21" East, a distance of 75.06 feet; thence North 89°09'39" West, a distance of 102.00 feet; thence North 00°50'21" East, a distance of 2.89 feet to a point on the Southerly Right-of-Way line of Pinewood Street, as recorded in Official Records Book 133, Page 227 of the Public Records of Martin County, Florida; thence South 89°09'39" East, along said Southerly Right-of-Way line, a distance of 786.63 feet to a point, said point being on the bank of Frasier Creek; thence meandering Southerly, Southeasterly and Easterly along the bank of said Frasier Creek, a distance of 182.5 feet more or less to a point on the Westerly Right-of-Way line of Colorado Avenue; thence South 00°57'28" West along said Westerly Right-of-Way line, a distance of 127.00 feet more or less to a point, said point lying South 89°12'21" East of the POINT OF BEGINNING; thence North 89°12'21" West, a distance of 200.00 feet to the POINT OF BEGINNING.

Containing 3.32 acres, more or less.

INCORPORATED
PROFESSIONAL SURVEYING AND MAPPING

LEGAL DESCRIPTION FOR
ROYAL PALM FINANCIAL CENTER I, LLP
MARTIN COUNTY, FLORIDA

Scale N/A | Date JUNE 97 | File & Drawing No. 97-1053-01-01

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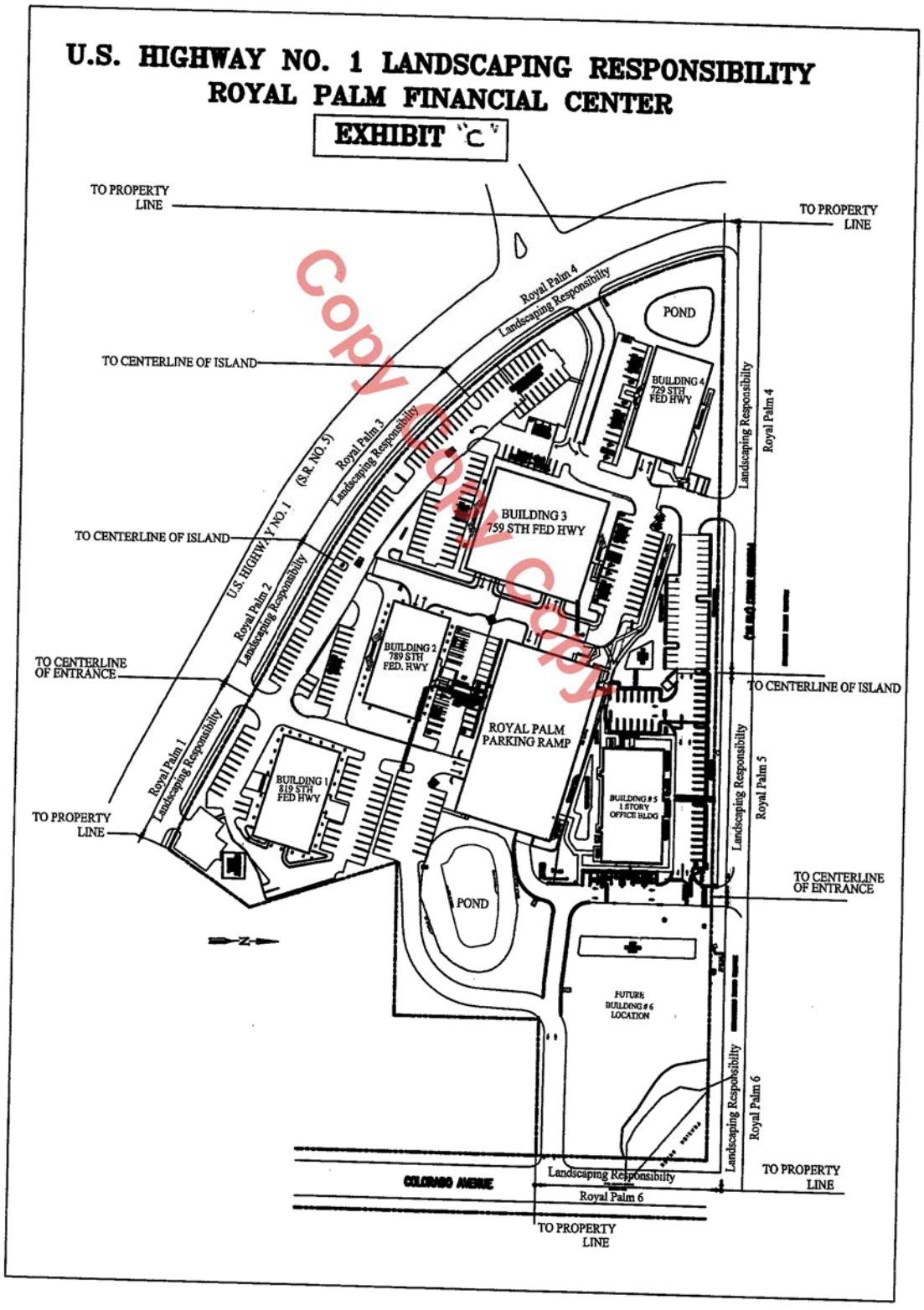
EXHIBIT "C"

U.S. HIGHWAY NO. 1 LANDSCAPING RESPONSIBILITY
ROYAL PALM FINANCIAL CENTER
EXHIBIT "C"



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DEAN|MEAD

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Attorneys and Counselors at Law
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Viera/Melbourne
Vero Beach

BRIAN STEPHENS
(321) 751-6593
BStephens@deanmead.com

November 3, 2023

VIA EMAIL

City of Stuart – City Council
c/o Rajesh Patel
Email: ABH11570@yahoo.com

Re: Opinion as to rights created via Royal Palm Financial Center Reciprocal Easement Agreement recorded in Official Records Book 02480 at Page 2115, as amended by that certain First Amendment to the Royal Palm Financial Center Reciprocal Easement Agreement recorded in Official Records Book 02519 at Page 2732 each of the Public Records of Martin County, Florida (collectively, the "REA")

Dear Mr. Patel,

The observations and opinions contained in this letter are for your sole use, as a client of this firm. No other party is entitled to rely upon the contents of this letter without this firm's express prior written permission. Notwithstanding the foregoing, per your request, we hereby authorize you to provide a copy of this letter to the City of Stuart's City Council and/or the City's land development department for their review if needed. The City should verify the contents of this letter independently but is, hereby, authorized to use the same for reference.

You provided us with a copy of the above referenced REA. We have not performed a separate search of the public records to verify if it has been further amended or if another instrument might impact the provisions of the REA.

The principal question which you posed was whether the vacant lot which you intend to purchase (being more particularly described on Schedule "A", enclosed, hereinafter referred to as the "Subject Property") is permitted to use the "Ramp Area" (being the parking garage located within the Royal Palm Financial Center or "RPFC" as those terms are defined in the REA). You

also asked about the extent to which a third party might be able to infringe on those rights. We discuss both questions below.

The fourth "Whereas" clause and Exhibit "C" to the REA identify the lands which make up the RPFC – being the lands subject to the REA. Although we have not had a surveyor confirm independently, you have confirmed to us that the Subject Property is a part of the RPFC and, thus, subject to the REA.

Paragraph 9 of the REA provides as follows:

> *"For so long as this agreement shall remain in full force and effect, the owner of any Property within the RPFC shall be permitted to utilize the parking spaces in the ramp parking area (the "Ramp Area") located to the rear of the Building II Property."*

The plain language of the foregoing paragraph confirms that any property (including, without limitation, the Subject Property) insofar as it is a part of the RPFC is permitted to use the Ramp Area. No other term or provision within the REA limits that right. The only other related provision is Paragraph 13, which provides as follows:

> *"All property improvements, including but not being limited to, lighting, curbs, sidewalks, and driveways, shall be maintained by the owner upon whose property the improvements are located. In the event an owner fails to maintain his improvements, any other owner(s) may make needed repairs to maintain or replace the improvements and bill the owner upon whose property the improvements are located."*

Thus, the plain language of paragraph 13 confirms that the Ramp Area (being one of such "property improvements" referenced in paragraph 13) shall be maintained by the owner of the parcel on which the Ramp Area is located. If it is not maintained, then the owner of the Subject Property (or any other property, insofar as it is a part of the RPFC) is permitted to step in and perform such work.

As a final matter, the REA's paragraph 5 provides as follows (with bracketed language provided for clarity in context):

> *"The parties hereto agree that the easements, covenants and agreements herein shall be deemed appurtenant to and run with [title to the properties subject to the REA] and shall benefit [the owners] and their respective successors and assigns to all or part of the said properties and to the tenants, lessees, agents, employees, guests and invitees of the parties hereto, and their successors in title, and guests and invitees of tenants and lessees residing on said respective properties."*

Pursuant to the above paragraph 5 and as a general matter of Florida's contract law, the rights memorialized in the REA, in general, run with the land and are not

permitted to be amended in a way that impacts the holder of such rights without such holder's express prior consent. Thus, it would be a violation of the Subject Property's appurtenant easement rights, as provided under the REA, if, for example, any third party were to destroy or repurpose the garage or otherwise infringe on the ability of the occupants of the Subject Property to use the garage as permitted in the REA.

Regards,

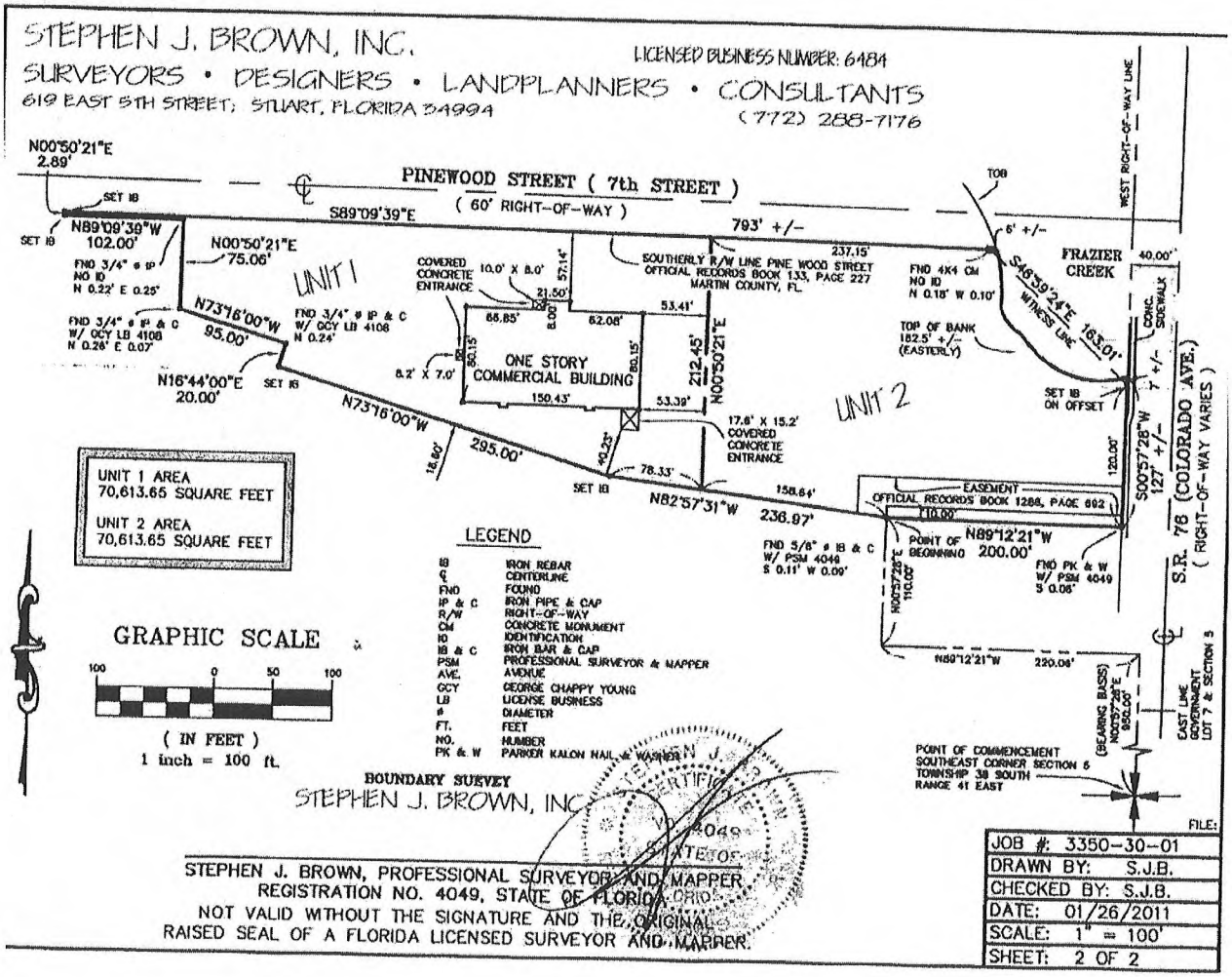


Brian Stephens

BMS:mm
Enclosure – Schedule "A"
C: Jenna Knobbe (via email: JKnobbe@cotleur-hearing.com)

Schedule A
Legal Description of Subject Property

Unit No. 2 of RPFC, a Condominium, according to The Declaration of Condominium recorded in O. R. Book 2499, Page 1296, and all exhibits and amendments thereof, Public Records of Martin County, Florida.



O4440688.v1

PARKING LICENSE

THIS PARKING LICENSE (the "License"), entered into as of the last date set forth in the signatures of the parties below ("Effective Date"), is made by and between Coastal REC Ventures, Inc., a Florida corporation with an address of 3441 SW Rivers End Way Palm City, FL 34990 ("Owner"), and Rajesh Patel or his assignee-entity ("Hotel"), each a "Party," and collectively, the "Parties."

RECITALS

WHEREAS, Owner owns that certain real property located in Martin County, Florida and legally described on Exhibit "A" attached hereto and made part hereof by this reference (the "Owner Lot"); and

WHEREAS, Hotel is under contract to purchase that certain real property located in Martin County, Florida and legally described on Exhibit "B" attached hereto and made part hereof by this reference (the "Hotel Lot"); and

WHEREAS, Hotel wishes to use three (3) parking spaces on Owner Lot for parking meeting the requirements of the Americans with Disabilities Act and any other laws, ordinances, and regulations applicable to parking for disabled persons (hereafter, "ADA Parking").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference.

2. ADA Parking Spaces. If Hotel becomes the record owner of the Hotel Lot within one-hundred eighty (180) days of the Effective Date, then Owner grants Hotel the nonexclusive right to use the parking areas on the east side of Owner Lot shown on the attached Exhibit "C" within a gray box and called-out by two arrows (the "Hotel Spaces"), made a part hereof by this reference, for ADA Parking and for no other purpose for so long as Hotel operates a hotel on Hotel Lot. Hotel, at its sole expense, shall ensure the Hotel Spaces comply with the requirements of the Americans with Disabilities Act and otherwise qualify under applicable law as parking for disabled persons. Hotel shall maintain the Hotel Spaces in safe, clearly marked, compliant, and clean condition at the sole cost and expense of Hotel for the duration of this License. In connection with maintenance, repairs, and/or improvements within the Hotel Spaces by Hotel, Hotel may not disturb or damage any property outside the Hotel Spaces without the express written consent of Owner, which may be denied in Owner's sole discretion. Hotel may allow use of the Hotel Spaces by Hotel's licensees and invitees, and by no other persons. Hotel shall be responsible for the actions and conduct of Hotel and/or its principals, owners, shareholders, members, managers,

licensees, invitees, employees, contractors, vendors, agents, and trespassers on and in connection with the Hotel Spaces.

3. License Fee. As consideration for this License, Hotel shall pay, in advance on the first day of each month, a monthly license fee for use of the Hotel Spaces ("License Fee"). The first License Fee payment is due December 1, 2024, in the amount of Four Hundred Eighty Six and no/100 Dollars ($486.00) and shall continue monthly thereafter for the duration of this License. The License Fee shall increase annually on December 1st of each year by a percentage equal to the United States Bureau of Labor Statistics Consumer Price Index, all items, for the immediately preceding twelve (12) month period as of September of that year. For illustrative purposes, if the September 20XX Consumer Price Index for all items equals 3.7%, then the License Fee payable on December 1, 20XX and thereafter increases by 3.7%. Under no circumstances shall the License Fee decrease. In the event the License Fee is not timely delivered to Owner, Hotel shall pay a late fee of Five Percent (5%) of the License Fee in addition to the License Fee. Payment shall be made by check payable to Coastal REC Ventures Inc. and delivered to 3441 SW Rivers End Way, Palm City, FL 34990, or by such other payment method as may be agreed in writing by the Parties.

4. Release and Indemnification. Hotel, for itself and for its principals, owners, shareholders, members, managers, licensees, invitees, employees, agents, successors, and assigns hereby releases, and shall indemnify and hold harmless, Owner and its respective officers, directors, shareholders, managers, members, partners, parent companies, subsidiaries, employees, agents, representatives, tenants, licensees, guests, invitees, successors and assigns (collectively, for the purposes of this paragraph "Indemnitee") from and against any and all actions, suits, claims, defenses, demands, causes of action, liability, loss, damages, expenses, costs, and the like, including, without limitation, reasonable attorneys' fees and court costs through the trial and all appellate levels, relating to or arising from this License and/or the Hotel Spaces, including without limitation noncompliance with the requirements of the ADA or other applicable law; personal injury, death, and/or injury to property; and negligence, intentional misconduct, criminal activity, or other actions of and/or by Hotel and/or its licensees, invitees, employees, contractors, vendors, agents, and trespassers.

5. No Dedication. Nothing contained in this License will be deemed to constitute a gift, grant or dedication of any portion of Owner's Lot to the general public or for any public purpose whatsoever, it being the intention of the Parties that this License be strictly limited to the private use of the Parties and their respective permitted users. This License is intended to benefit the Parties, and is not intended to benefit any other person or entity, create any third party beneficiary, or give any other person or entity any rights hereunder.

6. Miscellaneous.

a. Authority. Each Party represents and warrants that it has the authority and capacity to enter into and perform this License.

b. Failure to Obtain Approvals on Owner Lot. The parties acknowledge that Owner is presently seeking development approvals from the City of Stuart and other entities having jurisdiction, and has requested or will request approval for conversion of certain parking areas on Owner Lot into ADA Parking. In the event Owner's plans and requests are

not approved and Owner is required to utilize Parking Spaces for ADA Parking on Owner Lot in order to obtain required approvals for Owner's development of Owner Lot, Owner will provide one (1) ADA Parking space to Hotel and not three (3) spaces, with said one (1) space to be mutually selected and agreed by the Parties. In this instance, the License Fee due beginning December 1, 2024 shall be reduced to One Hundred Sixty Two and no/100 Dollars ($162.00).

c. Failure to Acquire Hotel Lot. Should Hotel fail to become the record owner of Hotel Lot within one-hundred eighty (180) days of the Effective Date, then this License shall automatically expire and terminate without further action of the Parties.

d. Notices. All notices or communications to be given under or pursuant to this License shall be in writing, addressed to the Parties at their respective addresses listed on the first page of this License (or such other address as the Parties may provide by notice given pursuant to the provisions hereof), and delivered by a nationally recognized courier service with trackable delivery, and shall be effective upon delivery.

e. Breach. In the event any term of this License is breached by any Party hereto, the non-breaching party shall be entitled to exercise all rights and remedies available under this License and applicable law, including without limitation an action for damages and/or injunctive relief, and termination, following delivery to the breaching Party of written notice of the alleged breach and allowance of thirty (30) days from such notice to cure the breach. In the event of nonpayment of the License Fee and any applicable late fee, the cure period for such monetary breach (and any other monetary breach hereunder) shall be five (5) days rather than thirty (30) days.

f. Attorneys' Fees. In the event that any Party hereto brings an action or a proceeding for a declaration of the rights of the Parties hereunder, or for any alleged breach or default hereof, or brings any other action arising out of this License or the transactions contemplated hereunder, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and any costs incurred in addition to any other damages or relief awarded, including at all trial and appellate levels.

g. No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party or Parties to take any action with respect to such default.

h. No Agency. Nothing in this License shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent, or of limited or general partners, or of joint ventures, or of any other association between the Parties.

i. Costs. All costs associated with this License and Hotel's preparation and use of Hotel Spaces, including without limitation engineering fees relating to ADA Parking and Hotel's use of Hotel Spaces, attorneys' fees for preparation of this agreement, and site work associated with Hotel's use of Hotel Spaces, shall be paid by Hotel.

j. Counterparts, Facsimile. This License may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute

one agreement that is binding upon all of the Parties hereto. A facsimile signature shall be deemed an original signature for all purposes.

k. Headings. The headings of this License are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

REMAINDER OF PAGE BLANK
-SIGNATURES FOLLOW-

IN WITNESS WHEREOF, the parties have caused this License to be executed by the duly authorized representatives as of the date set forth below.

Owner:

COASTAL REC VENTURES INC., a Florida corporation

By: Erin Cutler
Erin Cutler, as President

Date: 12-15-23

Hotel:

Rajesh Patel or his assignee-entity

By: _____

Print: RAJESH PATEL

Title: MEMBER

Date: 12-15-23

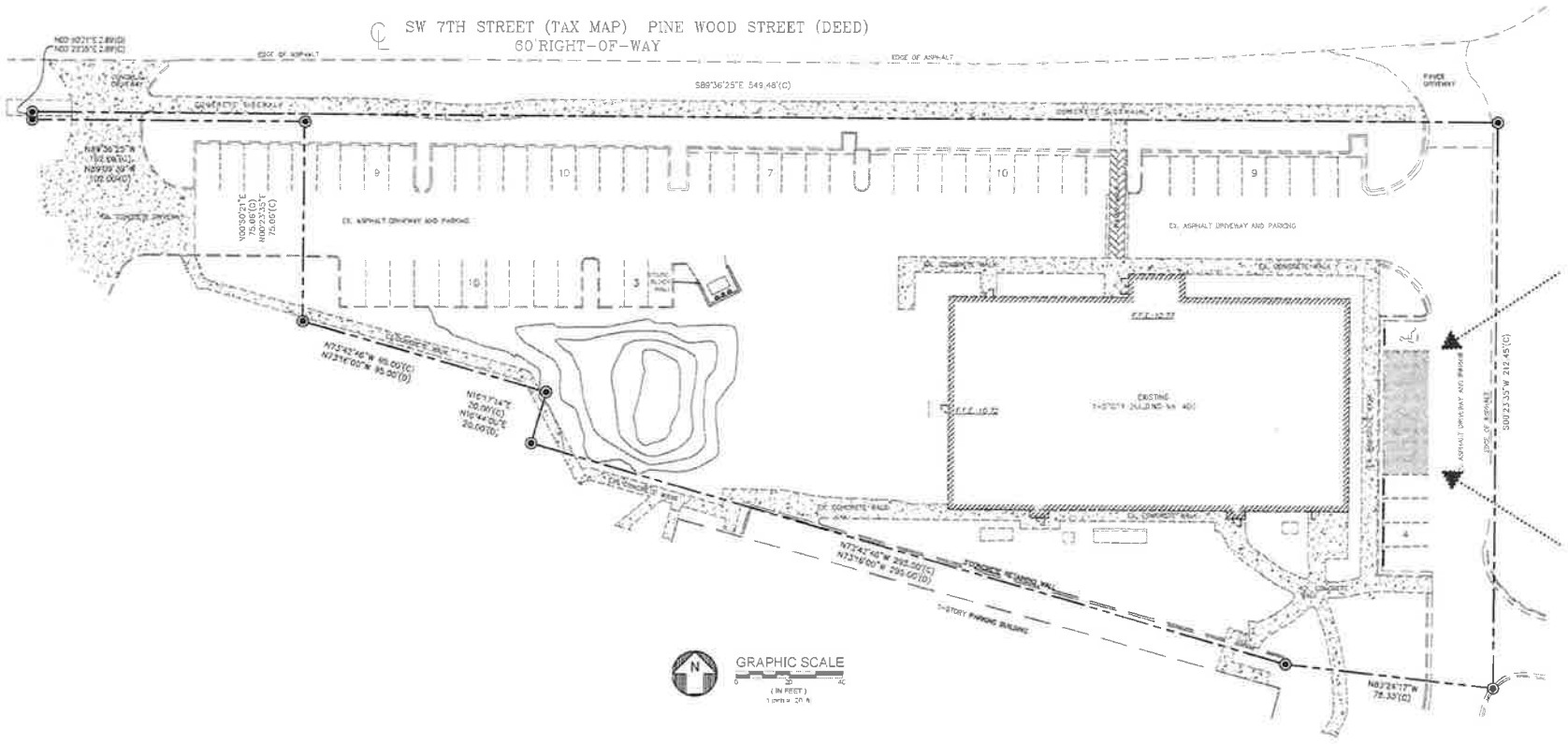
EXHIBIT A
OWNER LOT

Unit 1 of RPFC, a Commercial Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page(s) 1296, of the Public Records of Martin County, Florida, and any amendments thereto, together with its undivided share in the common elements.

EXHIBIT B
HOTEL LOT

Unit 2 of RPFC, a Commercial Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page(s) 1296, of the Public Records of Martin County, Florida, and any amendments thereto, together with its undivided share in the common elements.

EXHIBIT C
HOTEL SPACES



LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. THENCE NORTH 00°30'42" EAST ALONG THE EAST LINE OF SAID DOVERMONT LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 450.00 FEET. THENCE NORTH 89°39'17" WEST, A DISTANCE OF 220.06 FEET. THENCE NORTH 00°30'42" EAST, A DISTANCE OF 110.00 FEET. THENCE NORTH 82°24'17" WEST, A DISTANCE OF 138.54 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL.

THENCE NORTH 83°29'37" WEST, A DISTANCE OF 78.33 FEET. THENCE NORTH 73°42'46" WEST, A DISTANCE OF 295.00 FEET. THENCE NORTH 16°17'14" EAST, A DISTANCE OF 23.00 FEET. THENCE NORTH 73°42'46" WEST, A DISTANCE OF 95.00 FEET. THENCE NORTH 00°23'35" EAST, A DISTANCE OF 75.06 FEET. THENCE NORTH 89°39'17" WEST, A DISTANCE OF 120.00 FEET. THENCE NORTH 00°23'35" EAST, A DISTANCE OF 2.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINE WOOD STREET (SW 7TH STREET), AS RECORDED IN D.A. BOOK 1(1), PAGE 1(1), OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. THENCE SOUTH 89°36'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 549.48 FEET. THENCE SOUTH 00°23'35" WEST, A DISTANCE 212.45 FEET TO THE POINT OF BEGINNING.

LEGEND

- EXISTING ASPHALT
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED K-GRASS SYNTHETIC TURF (BY OTHERS)
- PROPOSED VERSA COURT (BY OTHERS)
- PROPOSED VERSA COURT (BY OTHERS)

ALL ELEVATIONS NAVD 1988

REVISIONS	DATE

JOB NO. 23-0218
DESIGNED TH
DRAWN RS
DATE AUGUST 2023
CHECKED AS
DATE ISSUED

MBV ENGINEERING, INC.
MIXA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728

KIDDIE ACADEMY
STUART

CITY OF STUART FLORIDA

SHEET
C5

23-0218

Velcon Engineering & Surveying, LLC
1449 NW Commerce Centre Dr., Port St. Lucie, FL, 34986
Ph: 772 / 879-0477

December 04, 2023

City of Stuart Development Department
121 SW Flager Avenue
Stuart, FL 34994

Re: Creekside Hotel & Retail
ADA Parking Certification

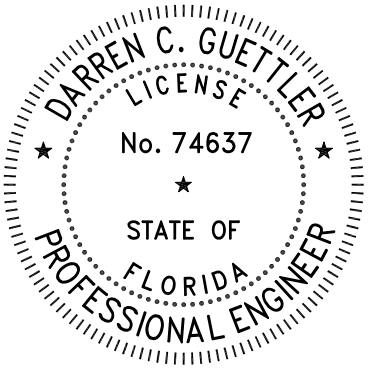
To whom it may concern,

The applicant for the Creekside project has come to an agreement with the adjacent property owner (Parcel ID 05-38-41-032-000-00010-0) to use (3) three of their existing handicap parking stalls along SW A Street for the exclusive use of the Creekside project. This agreement has been sought after to satisfy the required handicap parking stalls for the Creekside site.

Please accept this letter as formal certification that the three existing handicap parking stalls have been constructed to meet all ADA standards and can be safely accessed from the Creekside project. Please see the attached Exhibit A on the following page identifying these parking stalls.

Should you have any questions, please do not hesitate to contact me at 772-879-0477.

Sincerely,



Darren C Guettler

Digitally signed by Darren C Guettler
DN: CN=Darren C Guettler, dnQualifier=A01410C0000018597CEC2C500106035, O=Florida, C=US
Date: 2023.12.04 13:46:25-05'00'

Darren C. Guettler, P.E.

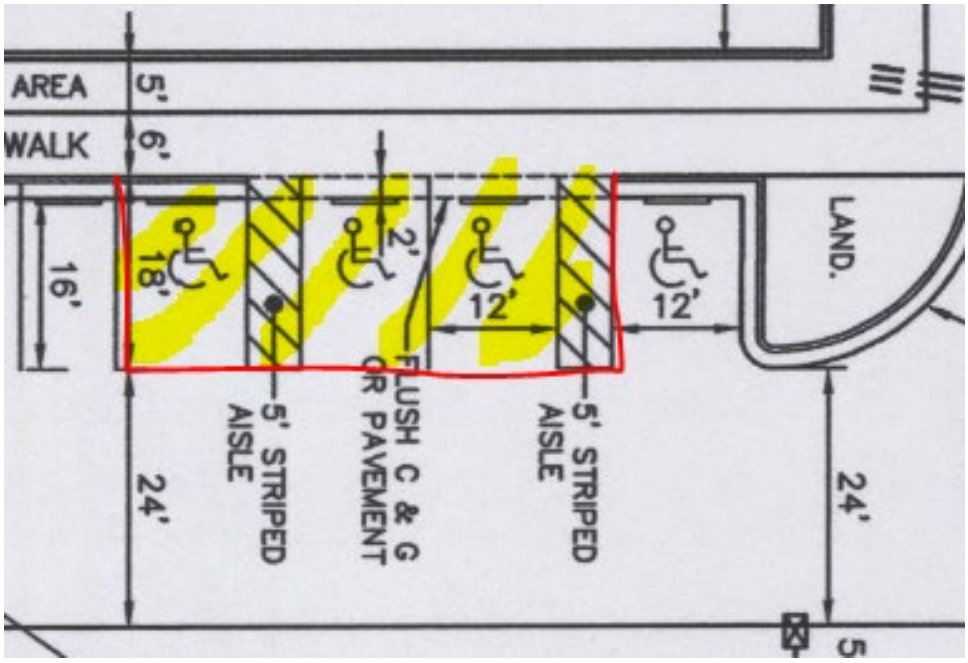
ELECTRONICALLY SIGNED & SEALED
Darren C. Guettler, State of Florida
Professional Engineer, License No. 74637
This item has been electronically signed and sealed by Darren C. Guettler on the date indicated here using a SHA authentification code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Attachments
cc: File 22-1036 (w/ att)

Velcon Engineering & Surveying, LLC
1449 NW Commerce Centre Dr., Port St. Lucie, FL, 34986
Ph: 772 / 879-0477

Exhibit A:





PRELIMINARY AGREEMENT FOR DEVELOPMENT APPROVAL

THIS PRELIMINARY AGREEMENT FOR DEVELOPMENT APPROVAL (this "Agreement") is made and entered into as of the ___ day of December, 2023 by and among **ROYAL PALM FINANCIAL CENTER 1 LLC**, a Florida limited liability company ("Royal Palm"), **OCEAN KING APARTMENTS, L.L.C.**, a Florida limited liability company ("Ocean King"), and **RAJESH PATEL**, an individual ("Patel").

RECITALS:

A. Royal Palm is the owner of the real property located at 819 SW Federal Highway, Stuart, FL 34994, as more particularly described on Exhibit A, which is attached hereto and made a part hereof (said property being referred to herein as "Royal Palm 1").

B. Ocean King is the owner of the real property located at 759 SW Federal Highway, Stuart, FL 34994, as more particularly described on Exhibit B, which is attached hereto and made a part hereof (said property being referred to herein as "Royal Palm 3").

C. Patel is under contract to purchase a parcel of vacant real property located on Colorado Avenue, Stuart, FL 34994, as more particularly described on Exhibit C, which is attached hereto and made a part hereof (said property being referred to herein as "Unit 2").

D. Royal Palm 1, Royal Palm 3, and Unit 2 are located in, and are a part of, the development known as Royal Palm Financial Center (said development being referred to herein as "RPFC").

E. The property included in the RPFC development, which includes Royal Palm 1, Royal Palm 3, and Unit 2, is more particularly described in the Royal Palm Financial Center Reciprocal Easement Agreement dated September 14, 2010, and recorded in Official Records Book 2480, Page 2115 of the Public Records of Martin County, Florida (the "Original REA"), as amended by First Amendment to the Royal Palm Financial Center Reciprocal Easement Agreement dated May 6, 2011, and recorded in Official Records Book 2519, Page 2732 of the Public Records of Martin County, Florida (the "First Amendment"; the Original REA, as amended by the First Amendment, being referred to herein as the "REA").

F. Pursuant to the terms of the REA, parking areas located on Royal Palm 1 and Royal Palm 3 (but excluding parking spaces located beneath the buildings on Royal Palm 1 and Royal Palm 3) are subject to a nonexclusive easement for access and parking, which easement runs to the benefit of all properties described in the REA, including Unit 2.

G. Patel is seeking development approval from the City of Stuart (the "City") and, as a condition to granting such approval (such approval being the "Development Approval"), the City is requiring Patel to install ten (10) electric vehicle charging stations (referred to herein as the "10 EV Charging Stations") in certain parking spaces that are located on Royal Palm 1.

H. In connection with the Development Approval, the City is also requiring that: (i) the existing lighting and the one (1) currently operational elevator (said elevator being the "Commissioned Elevator") located inside the Royal Palm Parking Ramp (the Royal Palm Parking Ramp, which is located on Royal Palm 3, being shown on Exhibit C to the Original REA and being referred to herein as the "Parking

Ramp"), are fully operational twenty-four (24) hours a day, seven (7) days a week; and (ii) Patel install and maintain signage in and/or on the Parking Ramp solely to the extent required per applicable City code and/or ordinances (the City's requirements with respect to the matters set forth in the foregoing subclauses (i) and (ii) being, collectively, the "Parking Ramp Requirements").

I. Patel has requested, and Royal Palm has agreed, subject to the terms and conditions as more particularly set forth in this Agreement, that Patel may install one (1) EV Charging Station on each of the ten (10) parking spaces located on Royal Palm 1 designated as, "*10 EVCI EQUIPPED PARKING SPACES*" on Exhibit D, which is attached hereto and made a part hereof (said ten (10) parking spaces being referred to herein as the "Designated EV Charging Station Spaces").

J. Patel has requested, and Ocean King has agreed, subject to the terms and conditions as more particularly set forth in this Agreement, to permit Patel to comply with, the Parking Ramp Requirements.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Conditions of Agreement**. (A) Royal Palm shall permit Patel to install one (1) EV Charging Station on each of the ten (10) Designated EV Charging Station Spaces; and (B) Ocean King shall permit Patel to comply with the Parking Ramp Requirements, subject to the following terms and conditions:

   a. Patel shall have obtained Development Approval from the City to develop Unit 2 in accordance with the site plan for "Creekside Hotel" prepared by Cotleur & Hearing, dated March 7, 2023 and last revised on September 29, 2023, under Job Number 22-1016; and

   b. Patel shall have closed on the purchase of Unit 2.

   If the conditions set forth in the above sub-clauses a. and b. are not fully satisfied by the date which is ninety (90) days from the date hereof, this Agreement shall automatically be deemed null and void and of no force or effect whatsoever.

3. **EV Charging Station Easement Agreement**. Royal Palm and Patel acknowledge and agree that this Agreement is a preliminary agreement to confirm, solely for purposes of Patel's securing Development Approval, that Royal Palm is willing, in principle, to permit Patel to install the 10 EV Charging Stations. Following the issuance of the Development Approval and commensurate with Patel's closing of the purchase of Unit 2, Royal Palm and Patel shall enter into a formal easement agreement, which shall be recorded in the Public Records of Martin County, Florida, shall be binding on the parties and their respective successors and assigns as an agreement running with Royal Palm 1 and Unit 2, and shall more particularly establish the terms and conditions for installation of the 10 EV Charging Stations (said agreement being the "EV Charging Station Easement Agreement"), which terms and conditions shall include, but not be limited to: (i) Patel's responsibility, at his sole cost and expense, to install, repair, and maintain the 10 EV Charging Stations; (ii) Patel's responsibility for all

costs associated with the 10 EV Charging Stations, including, without limitation, electrical costs to power same; (iii) Patel's obligation to install a meter or submeter to provide an independent source of electricity for the 10 EV Charging Stations that is separate from electricity procured by Royal Palm; (iv) Patel's obligation to maintain insurance as deemed appropriate and commercially reasonable by Royal Palm's insurer, which insurance shall name Royal Palm as an additional insured; (v) Patel's obligation to fully indemnify and hold Royal Palm harmless from and against any and all liability associated with the installation, repair, and maintenance of the 10 EV Charging Stations and Patel's utilization of the easement granted by the EV Charging Station Easement Agreement; and (vi) such other terms and conditions as Royal Palm reasonably deems to be necessary or appropriate.

4. **Parking Ramp Easement Agreement.** Ocean King and Patel acknowledge and agree that this Agreement is a preliminary agreement to confirm, solely for purposes of Patel's securing Development Approval, that Ocean King is willing, in principle, to permit Patel to comply with the Parking Ramp Requirements. Following the issuance of the Development Approval and commensurate with Patel's closing of the purchase of Unit 2, Ocean King and Patel shall enter into a formal easement agreement, which shall be recorded in the Public Records of Martin County, Florida, shall be binging on the parties and their respective successors and assigns as an agreement running with Royal Palm 3 and Unit 2, and shall more particularly establish the terms and conditions for Patel's compliance with the Parking Ramp Requirements (said agreement being the "Parking Ramp Easement Agreement"), which terms and conditions shall include, but not be limited to: (i) Patel's responsibility, at its sole cost and expense, to install, repair, and maintain signage required per City code and/or ordinances in and/or on the Parking Ramp; (ii) Patel's obligation to pay and/or reimburse Ocean King for all increased costs associated with the usage of the Commissioned Elevator and lighting in the Parking Ramp on a schedule of twenty-four (24) hours a day, seven (7) days a week, including, without limitation, increased utility and maintenance costs; (iii) Patel's obligation to maintain insurance as deemed appropriate and commercially reasonable by Ocean King's insurer, which insurance shall name Ocean King as an additional insured; (iv) Patel's obligation to fully indemnify and hold Ocean King harmless from and against any and all liability associated with Patel's compliance and/or non-compliance with the Parking Ramp Requirements, including, without limitation, utilization of the easement granted by the Parking Ramp Easement Agreement; and (v) such other terms and conditions as Royal Palm reasonably deems to be necessary or appropriate.

5. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the execution of this Agreement, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" or similar format may be used in place of original signatures on this Agreement.

6. **Relationship.** None of the provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of joint enterprises.

7. **Miscellaneous.** This Agreement is binding on the heirs, administrators, executors, personal representatives, successors, and assigns, as applicable, to the parties hereto. In no event shall this Agreement be recorded in the Public Records for any purpose. The parties acknowledge and agree that this Agreement is a preliminary agreement in principle and shall not operate to vest Patel with any interest whatsoever in Royal Palm 1 or Royal Palm 3. Any recordation of this Agreement shall

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

ROYAL PALM FINANCIAL CENTER 1 LLC,
a Florida limited liability company

By: _____
Allen Chelminsky, Authorized Member

_____
Rajesh Patel

OCEAN KING APARTMENTS, L.L.C., a
Florida limited liability company

By: _____
Allen Chelminsky, Authorized Member

EXHIBIT A

LEGAL DESCRIPTION ROYAL PALM 1

Being a parcel of land lying on Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57' 28" East along the East line of said Government Lot 7, said line also being the East line of said Section 5, a distance of 950.00 feet; thence North 89 degrees 12' 21" West, a distance of 220.06 feet to the Point of Beginning of the following described parcel:

Thence South 00 degrees 57' 28" West, a distance of 90.08 feet; thence North 89 degrees 13' 11" West, a distance of 189.28 feet; thence South 17 degrees 09' 51" East a distance of 209.98 feet; thence South 34 degrees 51' 51" West, a distance of 125.82 feet to a point in the Northerly Right of Way line of U.S. Highway No. 1; thence North 61 degrees 58' 42" West along said Northerly Right of Way line, a distance of 418.49 feet to the beginning of a curve concave to the Northeast, having a radius of 922.37 feet; thence Northwesterly along the arc of said curve through a central angle of 23 degrees 17' 08", a distance of 374.86 feet to a point, said point, hereinafter referred to as Point A; thence departing said Northerly Right of Way line North 51 degrees 18' 26" East, a distance of 54.00 feet to a point in a non-tangent curve concave to the Northeast, having a radius of 868.37 feet, said curve being 54.00 feet Northeasterly of and concentric with lastly described curve; thence Southeasterly along the arc of said curve through a central angle of 23 degrees 17' 08", a distance of 352.91 feet; thence South 61 degrees 58' 42" East a distance of 140.78 feet; thence North 75 degrees 44' 00" East, a distance of 33.90 feet; thence North 16 degrees 44' 00" East, a distance of 122.00 feet; thence North 07 degrees 30' 00" East, a distance of 86 feet; thence North 73 degrees 16' 00" West, a distance of 230.00 feet; thence North 16 degrees 44' 00" East, a distance of 20.00 feet; thence South 73 degrees 16' 00" East, a distance of 226.75 feet; thence South 07 degrees 30' 00" West, a distance of 11.26 feet; thence South 73 degrees 16' 00" East, a distance of 64.00 feet; thence North 16 degrees 44' 04" East, a distance of 158.00 feet; thence South 82 degrees 57' 31" East, a distance of 236.97 feet; thence South 00 degrees 57' 28" West, a distance of 110.00 feet to the Point of Beginning.

Together with the following described Parcel:

Commence at aforementioned Point A, said Point being in a curve having a radius of 922.37 feet, the chord of which bears North 35 degrees 53' 47" West; thence Northwesterly along the arc of said curve through a central angle of 05 degrees 35' 34", a distance of 90.04 feet to the Point of Beginning; thence continue along said curve having a radius of 922.37 feet through a central angle of 02 degrees 42' 36", a distance of 43.63 feet; thence North 53 degrees 44' 00" East, a distance of 26.54 feet to the beginning of a curve concave to the South, having a radius of 30.00 feet; thence Northeasterly and Southeasterly along the arc of said curve through a centrnl angle of 53 degrees 00' 00" a distance of 27.75 feet; thence South 73 degrees 16' 00" East, a distance of 45.11 feet; thence South 56 degrees 54' 00" West, a distance of 81.21 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION ROYAL PALM 3

A parcel of land lying in Government Lot 7, Section 5, Township 38 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Section 5, Township 38 South, Range 41 East, Martin County, Florida; thence North 00 degrees 57 minutes 28 seconds East along the East line of Government Lot 7 also being the East line of said Section 5, a distance of 950.0 feet, thence North 89 degrees 12 minutes 21 seconds West, a distance of 220.06 feet; thence, South 00 degrees 57 minutes 28 seconds West, a distance of 90.08 feet; thence North 89 degrees 13 minutes 11 seconds West, a distance of 189.28 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 46.68 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 106.0 feet to the POINT OF BEGINNING OF PHASE 3, thence North 73 degrees 16 minutes 00 seconds West, a distance of 64.00 feet; thence North 07 degrees 30 minutes 00 seconds East, a distance of 11.26 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 226.75 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 90.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 162.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 72.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 66.0 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 10.0 feet; thence North 73 degrees 16 minutes 00 seconds West, a distance of 113.0 feet to the beginning of curve concave to the South having a radius of 30.0 feet; thence Southwesterly along the arc of said curve, through a central angle of 53 degrees 00 minutes 00 seconds, a distance of 27.75 feet; thence South 53 degrees 44 minutes 00 seconds West, a distance of 26.54 feet to a point on a curve concave to the Northeast having a radius of 922.37; thence Northwesterly along the arc of said curve through a central angle of 5 degrees 46 minutes 03 seconds, a distance of 92.85 feet, said curve having a chord bearing North 27 degrees 30 minutes 22 seconds West and a chord distance of 92.81 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 222.59 feet to the beginning of a curve concave to the Northwest having a radius of 30.0 feet; thence Northeasterly along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds, a distance of 47.12 feet; thence North 16 degrees 44 minutes 00 seconds East, a distance of 75.0 feet; thence North 00 degrees 50 minutes 21 seconds East, a distance of 84.0 feet; South 89 degrees 09 minutes 39 seconds East, a distance of 102.0 feet; thence South 00 degrees 50 minutes 21 seconds West, a distance of 75.06 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 95.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 20.0 feet; thence South 73 degrees 16 minutes 00 seconds East, a distance of 295.0 feet; thence South 16 degrees 44 minutes 00 seconds West, a distance of 158.0 feet to the Point of Beginning.

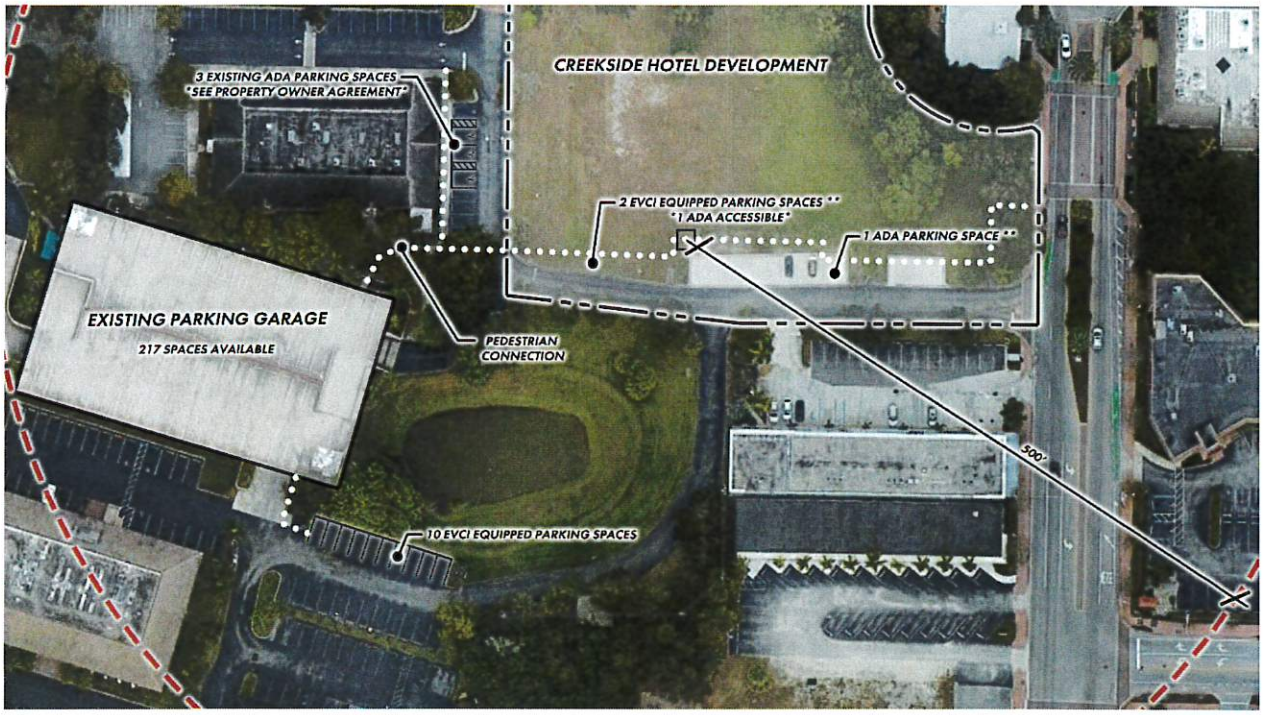
EXHIBIT C

LEGAL DESCRIPTION UNIT 2

All of Unit 2 of RPFC, a Commercial Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2499, Page 1296, Public Records of Martin County, Florida

EXHIBIT D

DESIGNATED EV CHARGING STATION SPACES



O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Creekside Hotel

Prepared For:

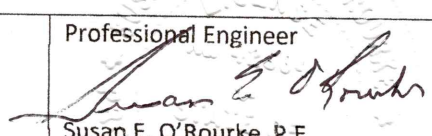
Cotleur & Hearing
1934 Commerce Lane
Jupiter FL 33458

Prepared By:

O'Rourke Engineering & Planning
3725 SE Ocean Blvd. Suite 201
Stuart, FL 34996
(772)781-7918

April 11, 2023
Revised August 10, 2023
Revised October 27, 2023
Revised November 30, 2023

MR23031.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Blvd. Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 11/30/23 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

May 2, 2023

Ms. Jenna Knobbe
Cotleur & Hearing
1934 Commerce Lane
Jupiter FL 33458

Re: Creekside Hotel

Dear Ms. Knobbe:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed hotel development with supporting commercial consisting of 101 hotel rooms, 2,500 sf restaurant, and 2,500 sf of retail to be located west of Colorado Avenue in Stuart, Martin County. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING

Susan E. O'Rourke, P.E.
President

3725 SE Ocean Blvd. | Suite 201 | Stuart, FL 34996 | 772-781-7918 | Susan@OREPtech

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APPENDICES

APPENDIX A: Site Plan
APPENDIX B: Martin County 2022 Roadway Level of Service Inventory Report / 2023 FDOT Multimodal Quality/Level of Service Handbook
APPENDIX C: Intersection / Driveway Data and Analysis

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed hotel development with supporting commercial located on Colorado Avenue. **Figure 1** illustrates the project location. **Appendix A** includes the project site plan. The project is located within the Creekside District of the CRA. Projects within the CRA are part of the Traffic Concurrency Exception Area and are exempt from concurrency. Therefore, this analysis is informational relative to the project traffic.

PROJECT DESCRIPTION

The project site is located on the west side of Colorado Avenue in Stuart. The parking for the site will be located within the Royal Palm Financial Center garage. The development consists of 101 hotel rooms, 2,500 square feet of retail, and 2,500 square feet of restaurant. The project will have access via a shared driveway with the Royal Palm Financial Center onto US 1 and out to Colorado Avenue via A Street. The project is expected to be built out by 2024.

Trip Generation —ITE Trip Generation rates from the 11th Edition were applied to the uses.

The trip generation of the site is summarized in **Table 1**.

As shown, the project will generate 54 AM peak hour trips with 31 in and 23 out and 53 PM peak hour trips with 29 in and 24 out.

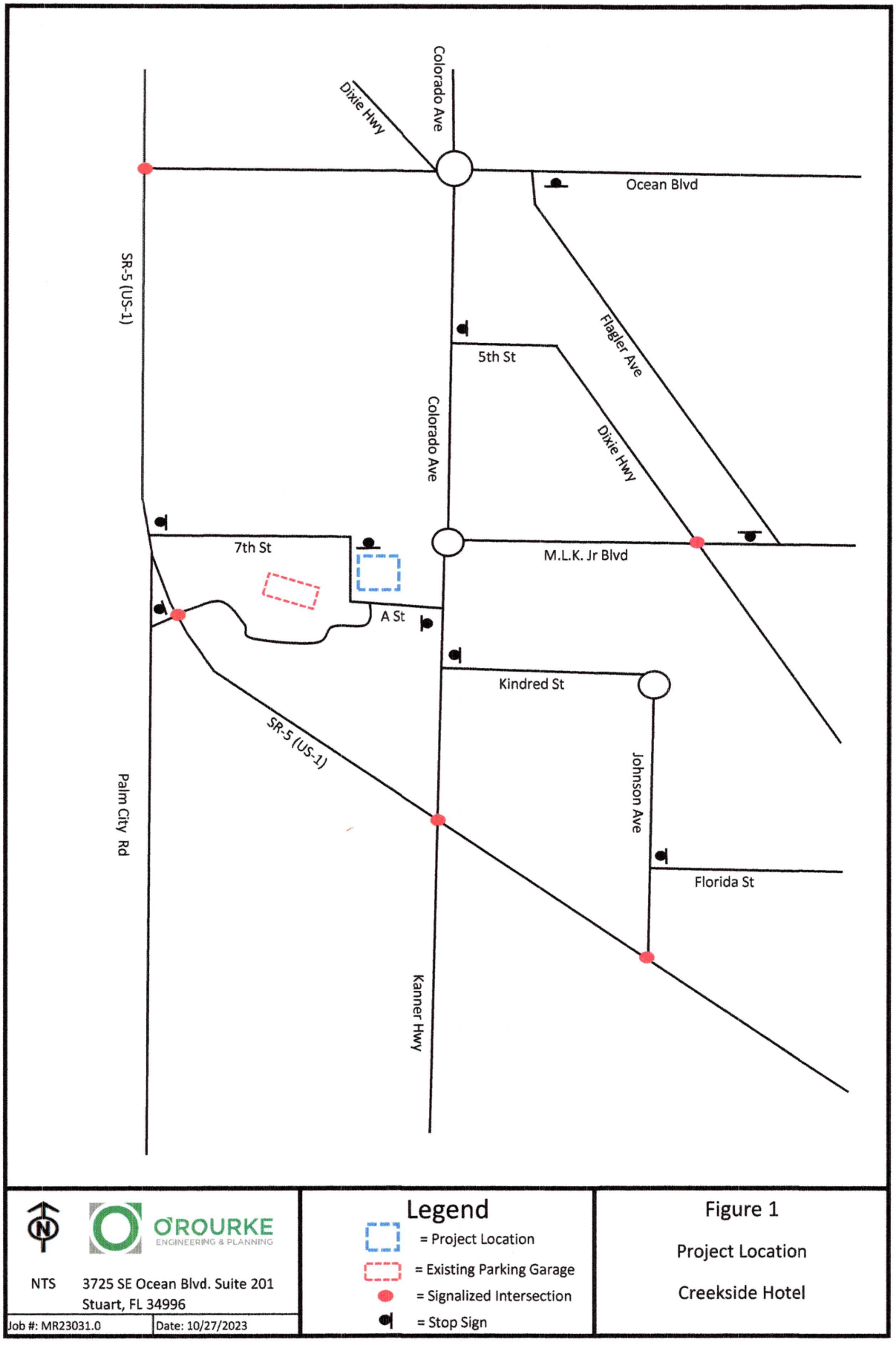

Colorado Ave
Dixie Hwy
Ocean Blvd
SR-5 (US-1)
Flagler Ave
5th St
Colorado Ave
Dixie Hwy
7th St
M.L.K. Jr Blvd
A St
Kindred St
SR-5 (US-1)
Palm City Rd
Johnson Ave
Florida St
Kanner Hwy
N
NTS
O'ROURKE ENGINEERING & PLANNING
3725 SE Ocean Blvd. Suite 201
Stuart, FL 34996
Job #: MR23031.0
Date: 10/27/2023
Legend
= Project Location
= Existing Parking Garage
= Signalized Intersection
= Stop Sign
Figure 1
Project Location
Creekside Hotel

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Retail	822	2,500	Sft	T = 42.20(X) + 229.68	50%	50%	168	167	335	20	22	42	12.5%	148	145	293	71	70	141	48.0%	77	75	152
High-Turnover (Sit-Down) Restaurant	932	2,500	Sft	T = 107.20	50%	50%	134	134	268	30	17	47	17.5%	104	117	221	49	48	97	44.0%	55	69	124
Hotel	310	101	Rooms	T = 10.84(X) - 423.51	50%	50%	336	335	671	4	15	19	2.8%	332	320	652	33	32	65	10.0%	299	288	587
							-	-		-	-	-	0.0%	-	-	-	-	-	-	0.0%	-	-	-
TOTALS							**638**	**636**	**1,274**	**54**	**54**	**108**	**8.5%**	**584**	**582**	**1,166**	**153**	**150**	**303**	**26.0%**	**431**	**432**	**863**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Retail	822	2,500	Sft	T = 2.36	62%	38%	4	2	6	-	-	-	0.0%	4	2	6	2	1	3	48.0%	2	1	3
High-Turnover (Sit-Down) Restaurant	932	2,500	Sft	T = 9.57(X)	55%	45%	13	11	24	1	-	1	4.2%	12	11	23	5	5	10	44.0%	7	6	13
Hotel	310	101	Rooms	T = 0.50(X) - 7.45	56%	44%	24	19	43	-	1	1	2.3%	24	18	42	2	2	4	10.0%	22	16	38
-	-	-	-				-	-		-	-	-	0.0%	-	-	-	-	-	-	0.0%	-	-	-
TOTALS							**41**	**32**	**73**	**1**	**1**	**2**	**2.7%**	**40**	**31**	**71**	**9**	**8**	**17**	**23.9%**	**31**	**23**	**54**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

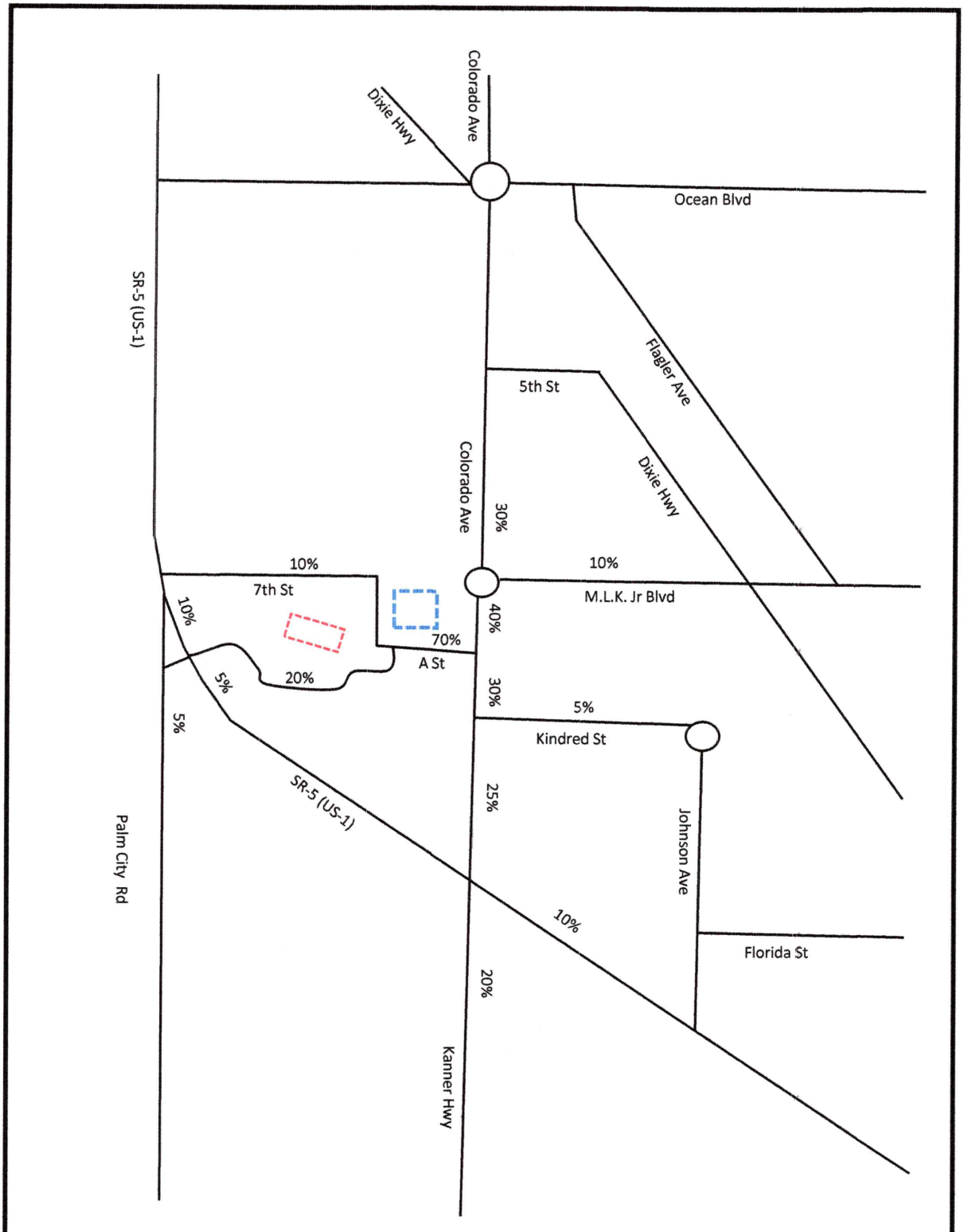
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Retail	822	2,500	Sft	T = 6.59	48%	52%	8	8	16	4	2	6	37.5%	4	6	10	2	3	5	48.0%	2	3	5
High-Turnover (Sit-Down) Restaurant	932	2,500	Sft	T = 9.05(X)	61%	39%	14	9	23	3	5	8	34.8%	11	4	15	4	3	7	44.0%	7	1	8
Hotel	310	101	Rooms	T = 0.74(X) - 27.89	51%	49%	24	23	47	1	1	2	4.3%	23	22	45	3	2	5	10.0%	20	20	40
-	-	-	-				-	-		-	-	-	0.0%	-	-	-	-	-	-	0.0%	-	-	-
TOTALS							**46**	**40**	**86**	**8**	**8**	**16**	**18.6%**	**38**	**32**	**70**	**9**	**8**	**17**	**24.3%**	**29**	**24**	**53**

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

To determine the project impact in 2024, the project traffic was assigned to the network. **Figure 2** illustrates the project assignment. Although the project is not significant on any links, the link analysis was included for informational purposes. The existing counts, capacity and growth rates were taken from the Martin County 2022 Roadway Level of Service Inventory Report and counts made on Colorado Avenue at Kindred Street, Colorado Avenue at A Street, US 1 at Palm City Road, and US 1 at 7th Street. **Table 2** summarizes the Project Percent Impact and **Table 3** summarizes the impact on the link. Table 3 demonstrates the links will operate at an acceptable LOS at buildout.

The applicable pages from the Martin County 2022 Roadway Level of Service Inventory Report and the intersection turning movement count data are included in **Attachment B**.



O'ROURKE ENGINEERING & PLANNING

NTS

3725 SE Ocean Blvd. Suite 201
Stuart, Fl, 34996

Job #: MR23031.0

Date: 10/27/2023

Legend

= Project Location

= Existing Parking Garage

Figure 2

Percent Assignment

Creekside Hotel

Table 2a: Percent Impact - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D/E Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave	SR-5	A Street	NB	IN	2L	no	1,190 (1)	12	40%	1.01%
	SR-5	A Street	SB	OUT	2L	no	1,190 (1)	9	40%	0.76%
	A Street	Ocean Blvd	NB	OUT	2L	no	1,190 (1)	7	30%	0.59%
	A Street	Ocean Blvd	SB	IN	2L	no	1,190 (1)	9	30%	0.76%
US 1	SR-5A (Cut-off Rd)	SR-76 (Kanner Hwy)	NB	IN	6LD	no	3,020	3	10%	0.10%
	SR-5A (Cut-off Rd)	SR-76 (Kanner Hwy)	SB	OUT	6LD	no	3,020	2	10%	0.07%
	SR-76 (Kanner Hwy)	Palm City Rd	NB	OUT	6LD	no	2,520	1	5%	0.04%
	SR-76 (Kanner Hwy)	Palm City Rd	SB	IN	6LD	no	2,520	2	5%	0.08%
	Palm City Rd	Joan Jefferson Way	NB	OUT	6LD	no	2,520	2	10%	0.08%
	Palm City Rd	Joan Jefferson Way	SB	IN	6LD	no	2,520	3	10%	0.12%
Kindred St	Colorado Ave	Johnson Ave	EB	OUT	2L	no	870 (1)	1	5%	0.11%
	Colorado Ave	Johnson Ave	WB	IN	2L	no	870 (1)	2	5%	0.23%
SR-76 (Kanner Hwy)	SR-714 (Monterey Rd)	SR-5	EB	OUT	6LD	no	3,020	5	20%	0.17%
	SR-714 (Monterey Rd)	SR-5	WB	IN	6LD	no	3,020	6	20%	0.20%
Palm City Road	SR-714 (Monterey Rd)	SR-5	EB	OUT	2L	no	750	1	5%	0.13%
	SR-714 (Monterey Rd)	SR-5	WB	IN	2L	no	750	2	5%	0.27%
M.L.K Jr. Blvd	Colorado Ave	CR-A1A (Dixie Hwy)	EB	OUT	2L	no	870 (1)	2	10%	0.23%
	Colorado Ave	CR-A1A (Dixie Hwy)	WB	IN	2L	no	870 (1)	3	10%	0.34%
7th Street	SR-5	A Street	NB	IN	2L	no	690 (1)	3	10%	0.43%
	SR-5	A Street	SB	OUT	2L	no	690 (1)	2	10%	0.29%

Source: Martin County 2022 Roadway Level of Service Inventory Report
(1) 2023 FDOT Quality Level of Service Handbook Tables

In: 31
Out: 23

Table 2b: Percent Impact - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D/E Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave	SR-5	A Street	NB	IN	2L	no	1,190 (1)	12	40%	1.01%
	SR-5	A Street	SB	OUT	2L	no	1,190 (1)	10	40%	0.84%
	A Street	Ocean Blvd	NB	OUT	2L	no	1,190 (1)	7	30%	0.59%
	A Street	Ocean Blvd	SB	IN	2L	no	1,190 (1)	9	30%	0.76%
US 1	SR-5A (Cut-off Rd)	SR-76 (Kanner Hwy)	NB	IN	6LD	no	3,020	3	10%	0.10%
	SR-5A (Cut-off Rd)	SR-76 (Kanner Hwy)	SB	OUT	6LD	no	3,020	2	10%	0.07%
	SR-76 (Kanner Hwy)	Palm City Rd	NB	OUT	6LD	no	2,520	1	5%	0.04%
	SR-76 (Kanner Hwy)	Palm City Rd	SB	IN	6LD	no	2,520	1	5%	0.04%
	Palm City Rd	Joan Jefferson Way	NB	OUT	6LD	no	2,520	2	10%	0.08%
	Palm City Rd	Joan Jefferson Way	SB	IN	6LD	no	2,520	3	10%	0.12%
Kindred St	Colorado Ave	Johnson Ave	EB	OUT	2L	no	870 (1)	1	5%	0.11%
	Colorado Ave	Johnson Ave	WB	IN	2L	no	870 (1)	1	5%	0.11%
SR-76 (Kanner Hwy)	SR-714 (Monterey Rd)	SR-5	EB	OUT	6LD	no	3,020	5	20%	0.17%
	SR-714 (Monterey Rd)	SR-5	WB	IN	6LD	no	3,020	6	20%	0.20%
Palm City Road	SR-714 (Monterey Rd)	SR-5	EB	OUT	2L	no	750	1	5%	0.13%
	SR-714 (Monterey Rd)	SR-5	WB	IN	2L	no	750	1	5%	0.13%
M.L.K Jr. Blvd	Colorado Ave	CR-A1A (Dixie Hwy)	EB	OUT	2L	no	870 (1)	2	10%	0.23%
	Colorado Ave	CR-A1A (Dixie Hwy)	WB	IN	2L	no	870 (1)	3	10%	0.34%
7th Street	SR-5	A Street	NB	IN	2L	no	690 (1)	3	10%	0.43%
	SR-5	A Street	SB	OUT	2L	no	690 (1)	2	10%	0.29%

Source: Martin County 2022 Roadway Level of Service Inventory Report
(1) 2023 FDOT Quality Level of Service Handbook Tables

In: 29
Out: 24

Table 3a: Link Analysis - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2023 Volume Peak Hour [2] Peak Direction	Growth [3] Rate	2024 Volume Peak Hour Peak Direction	LOS E [1] Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave	SR-5	A Street	NB	IN	2L	no	838	1.0109	847	1,190	12	40%	1.38%	859	Yes
	SR-5	A Street	SB	OUT	2L	no	589	1.0109	595	1,190	9	40%	1.03%	604	Yes
	A Street	Ocean Blvd	NB	OUT	2L	no	916	1.0109	926	1,190	7	30%	0.80%	933	Yes
	A Street	Ocean Blvd	SB	IN	2L	no	618	1.0109	625	1,190	9	30%	1.03%	634	Yes

(1) 2023 FDOT Multimodal Quality/Level of Service Handbook
(2) From Turning Movement Counts
(3) FDOT Traffic Online for Colorado Avenue

In: 31
Out: 23
Years Grown: 1

Table 3b: Link Analysis - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2023 Volume Peak Hour [2] Peak Direction	Growth [3] Rate	2024 Volume Peak Hour Peak Direction	LOS E [1] Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave	SR-5	A Street	NB	IN	2L	no	702	1.0109	710	1,190	12	40%	1.38%	722	Yes
	SR-5	A Street	SB	OUT	2L	no	879	1.0109	889	1,190	10	40%	1.15%	899	Yes
	A Street	Ocean Blvd	NB	OUT	2L	no	785	1.0109	794	1,190	7	30%	0.80%	801	Yes
	A Street	Ocean Blvd	SB	IN	2L	no	938	1.0109	948	1,190	9	30%	1.03%	957	Yes

(1) 2023 FDOT Multimodal Quality/Level of Service Handbook Tables
(2) From Turning Movement Counts
x

In: 29
Out: 24
Years Grown: 1

7

INTERSECTION ANALYSIS

Turning movement counts were made at Colorado Avenue and SE Kindred Street, Colorado Avenue and A Street, US 1 and Palm City Road, and US 1 and 7th Street during the AM and PM peak hours. Synchro was used to determine the level of service for the existing, 2024 without project and 2024 with project. The City of Stuart's Comprehensive Plan states that a level of service of E is an acceptable level of service. **Table 4** summarizes the results of the intersection analysis.

Table 4: Intersection Analysis

	Colorado/ Kindred				Colorado/A				US-1/7th				US-1/Palm City				Colorado/MLK Jr			
	AM		PM		AM		PM		AM		PM		AM		PM		AM		PM	
Existing	20.3	C	21.4	C	12	B	16	C	19.2	C	59.8	F	65.4	E	59	E	13.9	B	18.8	C
Background	35.9	E	21.9	C	12.1	B	16.2	C	19.3	C	60.6	F	65.9	E	60	E	14.3	B	19.6	C
Project	38.1	E	22.5	C	12.5	B	17	C	19.5	C	63.3	F	66.3	E	60.3	E	15	C	21.3	C

The Synchro analyses are included in **Appendix C**.

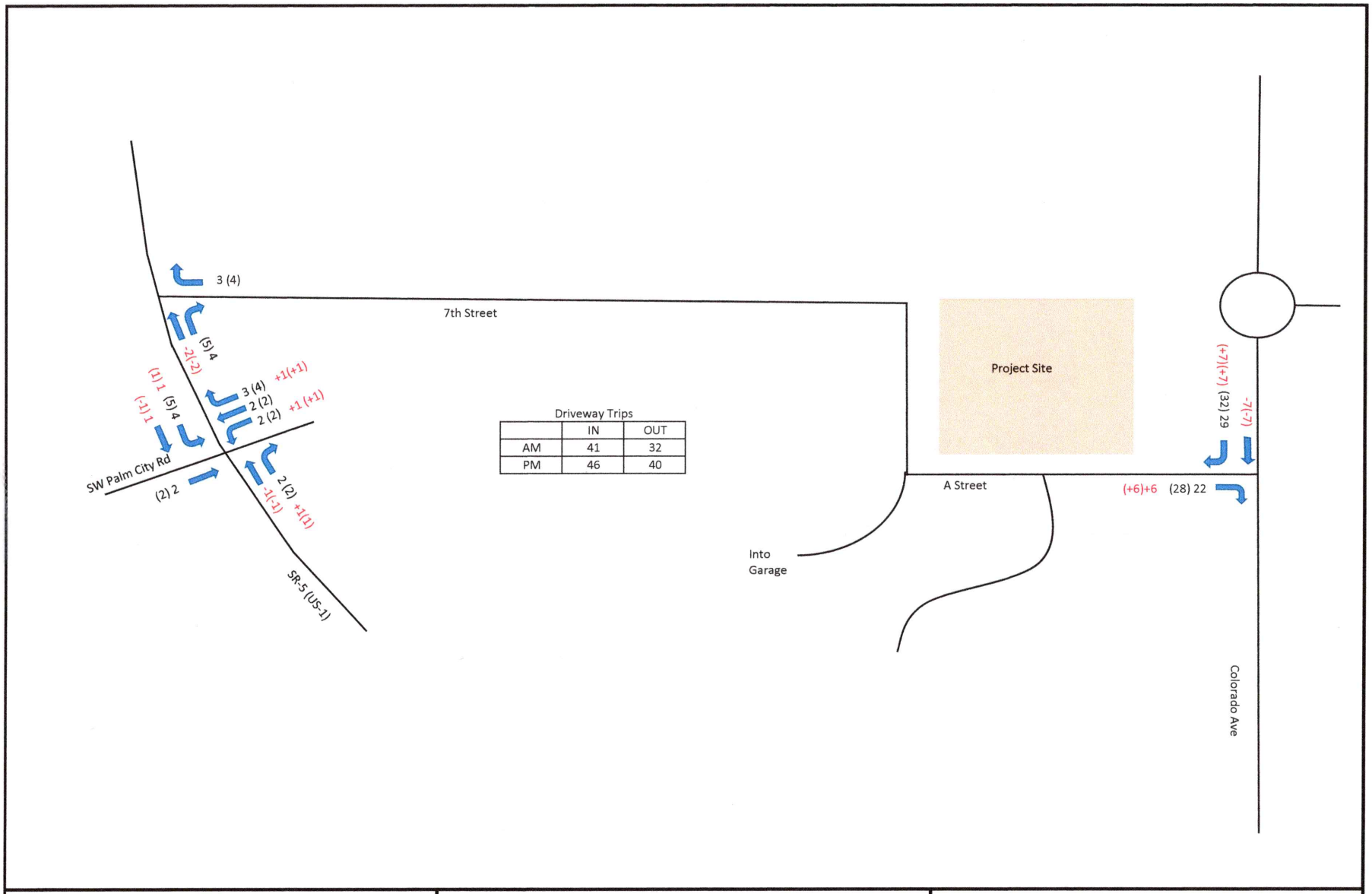
Colorado Avenue and SE Kindred Street – The unsignalized intersection was counted on March 29, 2023. The level of service remains within acceptable level of service for all scenarios.

Colorado Avenue and A Street – The unsignalized intersection was counted on July 12, 2023. This intersection is the primary entrance to the project. The level of service remains within acceptable level of service for all scenarios.

US-1 and 7th Street – The unsignalized right-in/right-out intersection was counted on July 12, 2023. Guests and employees of the hotel will be discouraged from using 7th Street. However, a small amount of traffic is still expected to pass through this intersection. The right turn lane will have an average delay of approximately 1 minute per vehicle for all scenarios.

US-1 and Palm City Road – The signalized intersection was counted on May 2, 2023. The level of service remains acceptable for all scenarios. Although some movements experience delays, those are not the result of project impacts.

Colorado Avenue and M.L.K. Jr Boulevard – The round-a-bout intersection was counted on November 29, 2023. Traffic coming from the south will U-Turn at this intersection to enter the project. Overall service remains acceptable for all scenarios.


3 (4)
7th Street
(5) 4
2 (-2)
(1) 1
(-1) 1
(5) 4
3 (4) +1 (+1)
2 (2)
2 (2) +1 (+1)
SW Palm City Rd
(2) 2
2 (2) +1 (1)
-1 (-1)
SR-5 (US-1)
Driveway Trips
IN OUT
AM 41 32
PM 46 40
Project Site
A Street
Into Garage
(+7) (+7) (32) 29
-7 (-7)
(+6)+6 (28) 22
Colorado Ave
NTS
O'ROURKE ENGINEERING & PLANNING
3725 SE Ocean Blvd. Suite 201
Stuart, Fl, 34996
Job Number: MR23031.0
Date: 10/27/2023
Legend
XX(XX) = AM(PM)
X(X) = PASS-BY
Figure 3
Driveway Volumes
Creekside Hotel

DRIVEWAY ANALYSIS

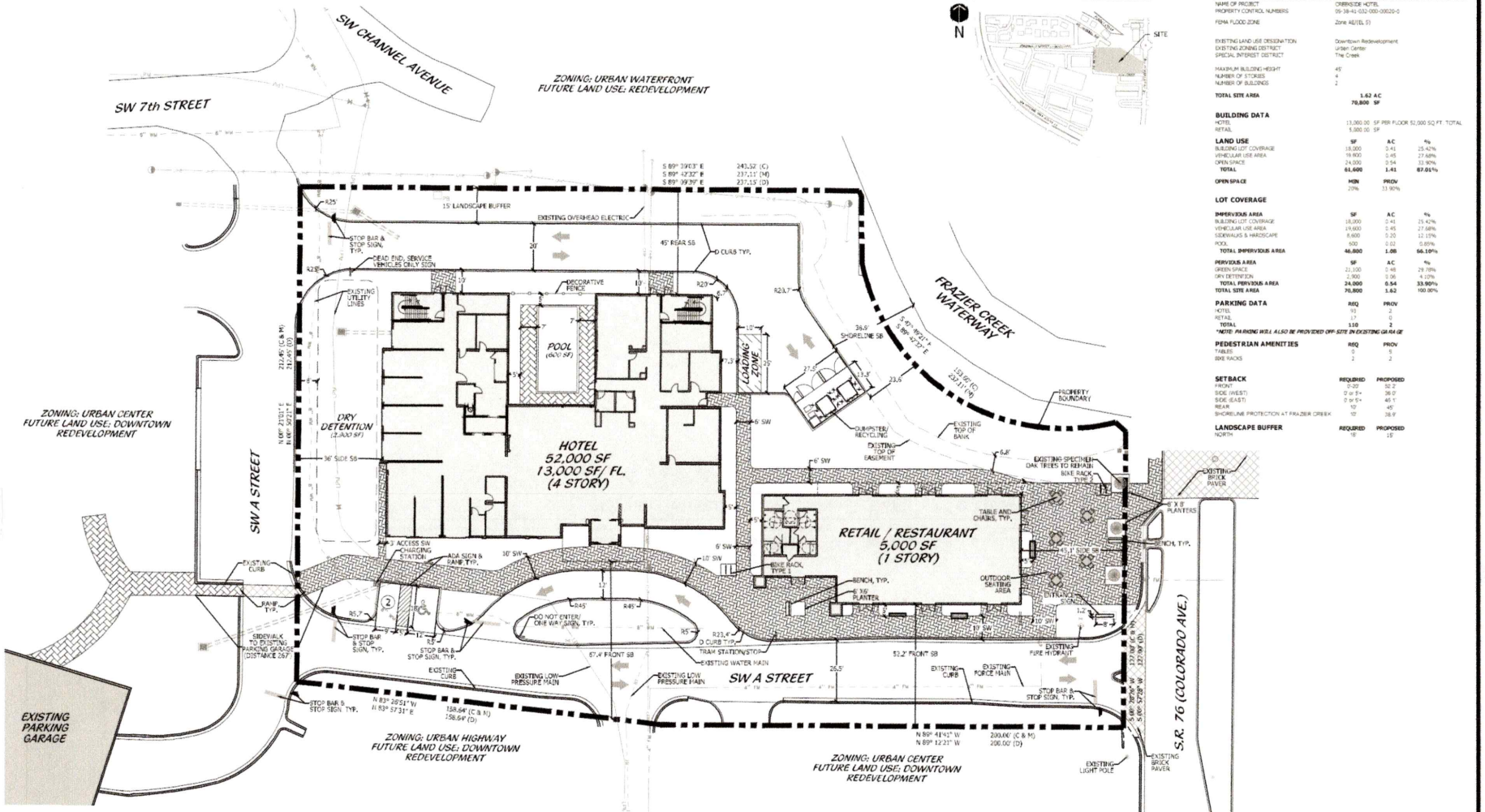
The project will have access to Colorado Avenue through A Street, and to US 1 via the shared driveway. The development will use the existing parking garage to provide additional parking. The driveway volumes are shown in **Figure 3**. The driveway will accommodate the minor increase in traffic. The driveway will operate at LOS B in the AM peak hour and LOS C in the PM peak hour.

CONCURRENCY REVIEW/ CONCLUSION

The Creekside Hotel will have a traffic impact of 54 AM peak hour trips with 31 in and 23 out and 53 PM peak hour trips with 29 in and 24 out. These trips will not cause levels of service to fall below acceptable levels in the future. However, the project is located within the Creek District of the CRA, which is part of the Traffic Concurrency Exception Area. Projects within the TCEA are exempt from concurrency requirements.

APPENDIX A

Site Plan



LOCATION MAP

SITE DATA

NAME OF PROJECT	CREEKSIDE HOTEL		
PROPERTY CONTROL NUMBERS	05-38-41-032-000-00020-0		
FEMA FLOOD ZONE	Zone AE/EL 9')		
EXISTING LAND USE DESIGNATION	Downtown Redevelopment		
EXISTING ZONING DISTRICT	Urban Center		
SPECIAL INTEREST DISTRICT	The Creek		
MAXIMUM BUILDING HEIGHT	45'		
NUMBER OF STORIES	4		
NUMBER OF BUILDINGS	2		
TOTAL SITE AREA	**1.62 AC 70,800 SF**		
BUILDING DATA			
HOTEL	13,000.00 SF PER FLOOR 52,000 SQ FT. TOTAL		
RETAIL	5,000.00 SF		
LAND USE	**SF**	**AC**	**%**
BUILDING LOT COVERAGE	18,000	0.41	25.42%
VEHICULAR USE AREA	19,600	0.45	27.68%
OPEN SPACE	24,000	0.54	33.90%
TOTAL	**61,600**	**1.41**	**87.01%**
OPEN SPACE	**MIN**	**PROV**	
	20%	33.90%	
LOT COVERAGE			
IMPERVIOUS AREA	**SF**	**AC**	**%**
BUILDING LOT COVERAGE	18,000	0.41	25.42%
VEHICULAR USE AREA	19,600	0.45	27.68%
SIDEWALKS & HARDSCAPE	8,600	0.20	12.15%
POOL	600	0.02	0.85%
TOTAL IMPERVIOUS AREA	**46,800**	**1.08**	**66.10%**
PERVIOUS AREA	**SF**	**AC**	**%**
GREEN SPACE	21,100	0.48	29.78%
DRY DETENTION	2,900	0.06	4.10%
TOTAL PERVIOUS AREA	**24,000**	**0.54**	**33.90%**
TOTAL SITE AREA	**70,800**	**1.62**	**100.00%**
PARKING DATA	**REQ**	**PROV**	
HOTEL	93	2	
RETAIL	17	0	
TOTAL	**110**	**2**	
*NOTE: PARKING WILL ALSO BE PROVIDED OFF-SITE IN EXISTING GARAGE			
PEDESTRIAN AMENITIES	**REQ**	**PROV**	
TABLES	0	5	
BIKE RACKS	2	2	
SETBACK	**REQUIRED**	**PROPOSED**	
FRONT	0'-20'	52.2'	
SIDE (WEST)	0' or 5'+	36.0'	
SIDE (EAST)	0' or 5'+	40.1'	
REAR	10'	45'	
SHORELINE PROTECTION AT FRAZIER CREEK	10'	36.9'	
LANDSCAPE BUFFER NORTH	**REQUIRED** 15'	**PROPOSED** 15'	

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

MAJORITY OF REQUIRED PARKING WILL BE PROVIDED OFF-SITE BY AN EXISTING PARKING STRUCTURE WITHIN THE ROYAL PALM FINANCIAL CENTER.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-510 (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF CITY OF STUART LDR'S.

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF CITY OF STUART LDR'S.

STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES.

PROJECT TEAM

OWNER/CLIENT:
RAJESH PATEL
P.O. BOX 1868
PALM CITY, FL 34991

LANDSCAPE ARCHITECT/PLANNER:
COTEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
HARTER-ADAMS, P.A.
1370 GENE STREET
WINTER PARK, FL 32789
407.647.5767

ENGINEER:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

SURVEYOR:
VELCON ENGINEERING & SURVEYING
1449 COMMERCE CENTER DRIVE
PORT ST. LUCIE, FL 34986
772.879.0477

LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70,614+/- SQUARE FEET

LEGEND

HC	HANDICAP		HC SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
R	RADIUS		DO NOT ENTER
SB	SETBACK		
SW	SIDEWALK		
TYP	TYPICAL		

SITE PLAN

Scale: 1" = 20'

North

Coteur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 - Fax 747.1377
www.coteurhearing.com
Lic# LC-26000636

Creekside Hotel

A-1

Stuart, Florida

DESIGNED MH
DRAWN LMH/JR
APPROVED DTS
JOB NUMBER 22-1016
DATE 05-07-23
REVISIONS 09-27-23

SHEET 1 OF 2

© COTEUR & HEARING, INC.

APPENDIX B

Martin County 2022 Roadway Level of Service Inventory Report

FDOT Traffic Online-Growth on Colorado

2023 FDOT Multimodal Quality/Level of Service Handbook

Martin County 2022 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2022 Average Annual Daily Traffic	2022 Peak Hour Directional Volume	2022 Generalized LOS	Avg. Annual Growth Rate
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	4,716	278	C	1.6%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	6,306	313	C	5.6%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	1,654	102	C	0.5%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	5,422	281	C	0.5%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	8,515	682	D	0.5%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	8,750	525	D	0.5%
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	11,275	586	C	0.5%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	6,087	253	C	4.7%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	2,074	100	C	2.7%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	8,026	435	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	7,419	391	D	0.5%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,599	242	C	4.6%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	9,986	598	TCEA	0.5%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	10,016	590	D	3.3%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,000	450	D	0.5%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	8,267	434	C	1.0%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,348	535	D	0.5%
Salerno Rd	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	9,215	430	TCEA	0.5%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,533	335	TCEA	0.5%
Seabranch Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,122	303	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,978	448	D	1.1%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	2,654	131	C	6.5%

Segments with shaded LOS require additional analysis.
The peaks are: Cove Road (PM/EB)

Martin County 2022 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2022 Average Annual Daily Traffic	2022 Peak Hour Directional Volume	2022 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Uninter /Divided Flow	3120	21,987	942	A/B	0.5%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	16,899	872	C	0.5%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,631	1,542	C	0.5%
SR-5 (US-1)	Osprey St	Seabranch Blvd	Class I: 4-Ln Divided	2000	25,721	1,152	C	1.7%
SR-5 (US-1)	Seabranch Blvd	Cove Rd	Class I: 6-Ln Divided	3020	30,025	1,404	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	31,755	1,458	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	Class I: 6-Ln Divided	3020	40,006	1,734	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	Class I: 6-Ln Divided	3020	39,740	1,621	C	0.5%
SR-5 (US-1)	Indian St	SR-714	Class I: 6-Ln Divided	3020	45,150	2,202	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	Class I: 6-Ln Divided	3020	36,532	1,662	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	Class I: 6-Ln Divided	3020	34,638	1,513	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	Class II: 6-Ln Divided	2520	47,422	2,011	D	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	Class II: 6-Ln Divided	2520	50,263	2,364	D	0.5%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	Class I: 6-Ln Divided	3020	58,659	2,809	C	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	Class I: 6-Ln Divided	3020	51,911	2,299	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	Class I: 6-Ln Divided	3020	47,008	2,192	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	56,191	3,068	C	0.5%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	63,287	2,896	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	62,019	2,679	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	7,244	273	C	3.9%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	890	8,600	323	A/B	3.2%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	13,836	802	C	3.7%

Segments with shaded LOS require additional analysis.
The peaks are: Cove Road (PM/EB)

Martin County 2022 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2022 Average Annual Daily Traffic	2022 Peak Hour Directional Volume	2022 Generalized LOS	Avg. Annual Growth Rate
SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	48,621	2,628	C	1.4%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	38,333	1,863	C	4.8%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	35,201	1,562	C	4.5%
SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	25,146	1,125	C	4.4%
SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,747	1,030	C	0.7%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	20,755	1,210	D	1.7%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,410	955	C	2.1%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	14,046	780	C	2.3%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1200	8,390	408	A/B	0.5%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1200	15,211	882	C	0.5%
St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non-State	675	3,480	183	C	3.1%
St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non-State	675	6,454	363	D	0.5%
Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	10,992	554	D	0.5%
Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,108	236	C	1.1%
Willoughby Blvd	Salerno Rd	Pomeroy St	Class I: 2-Ln Undivided	880	9,017	474	C	0.5%
Willoughby Blvd	Pomeroy St	Indian St	Class I: 4-Ln Divided	2000	10,354	533	C	0.5%
Willoughby Blvd	Indian St	SR-714	Class I: 4-Ln Divided	2000	10,059	492	C	0.5%
Wright Blvd	SR-5	Dixie Highway	Class II: 2-Ln Undivided	750	10,146	497	D	1.2%

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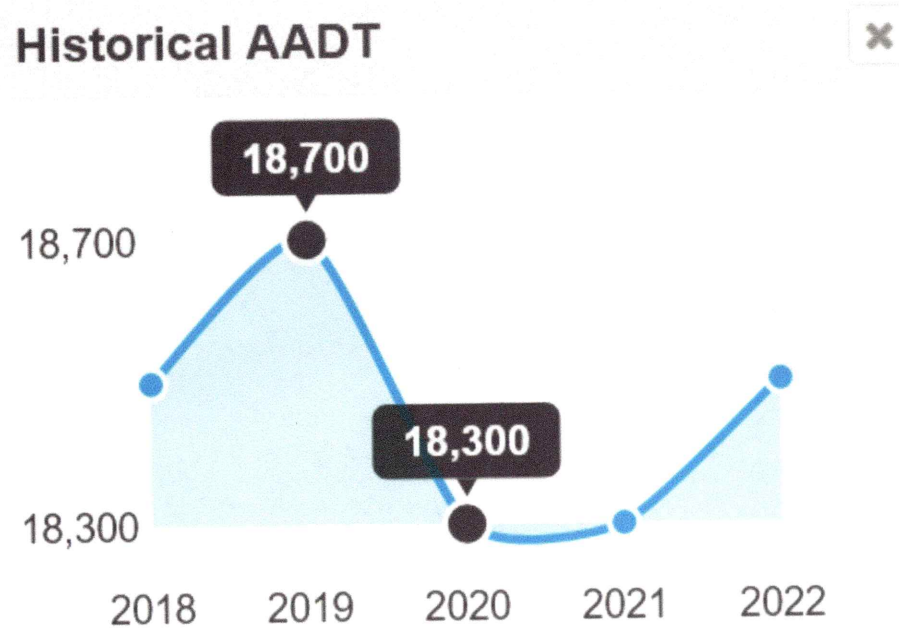
Segments with shaded LOS require additional analysis.
The peaks are: Cove Road (PM/EB)



Colorado Av.

FDOT Traffic ONLINE

Element 2H - TRANSPORTATION ELEMENT Goals, Objectives, and Policies City of Stuart, Florida Adopted October 14, 2002[1]

Footnotes:

--- (1) ---

Cross reference— Infrastructure element, Element IV; implementation, Element VII, Objective A2; capital improvements element and concurrency management system, Element VIII.

GOAL STATEMENT 2.A

Implement a transportation program that provides for a safe and efficient traffic network and provides optimum access to the City's major activity centers. As resources permit, the City shall support mobility citywide through alternate modes of transportation.

The City shall seek to reduce greenhouse gas emissions by discouraging urban sprawl; promoting compact development and maximize internal trips within the development; promote transit oriented development within urban service area; promote affordable and workforce housing in proximity of major employment centers; and promote infrastructure investment in greenhouse gas efficient projects.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010)

Objective 2.A1. - [Roadway system levels of service.]

The City shall provide a safe, convenient and efficient roadway system by maintaining adopted levels of service on all roadways within the City throughout the planning period.

Policy 2.A1.1. Establish an annual traffic count program with the use of traffic counting equipment to monitor peak season and off season traffic. This program shall be coordinated wherever possible with the FDOT and Martin County traffic count information.

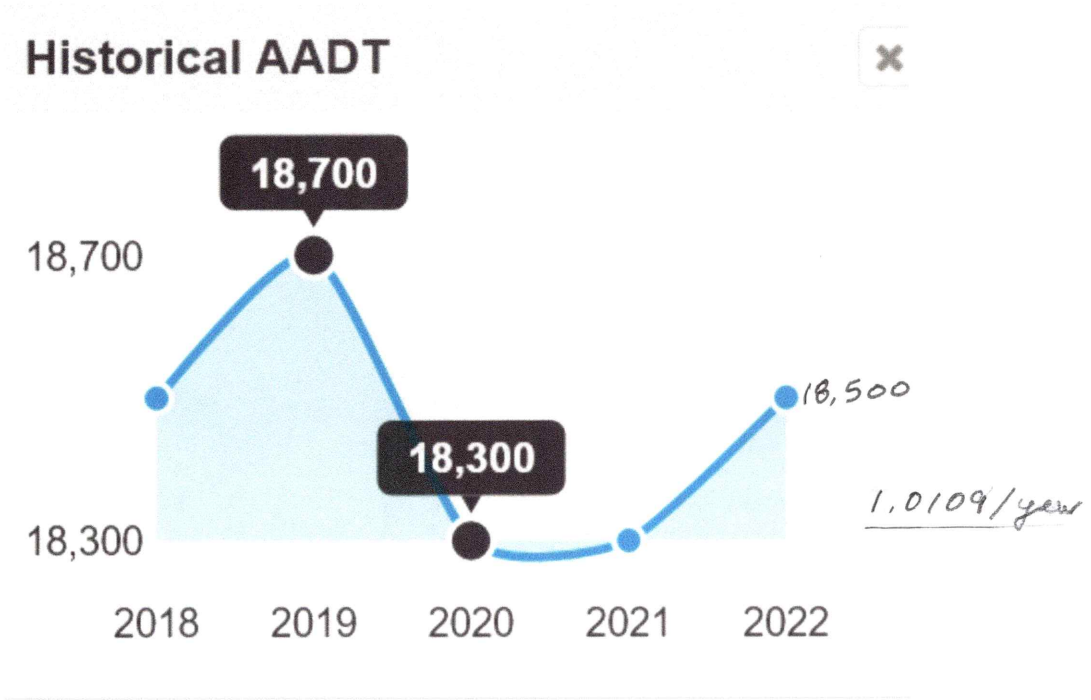
Policy 2.A1.2. Establish an annual traffic count program with the purchase of traffic counting equipment to monitor peak direction/peak hour/peak season and off season traffic. This program shall be coordinated (wherever possible) with the FDOT and Martin County traffic count information through advance scheduling of count station locations between all agencies. The use of peak hour traffic counts shall be used to benchmark conditions.

Policy 2.A1.3. The City shall continue to monitor traffic counts on City roadways. With regard to state and county roads within the City, timely traffic data will be obtained by the City through close coordination with FDOT and Martin County.

Policy 2.A1.4. Except as specified in policies 2.A1.2, 15.1 and 15.2, the City adopts the following level of service (LOS) for all arterial roadways: LOS E at peak hour.

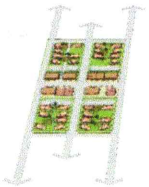
Policy 2.A1.5. The following table includes roadways which have been assigned a tier II interim levels of service. These interim standards are designated to provide a service volume to evaluate traffic generated by proposed developments until the roadway is improved. The table also includes expiration of these interim levels of service.

_____ STAFF NOTE: We will be following up on a separate text amendment updating this policy and the table below now that the improvements have been made and the interim LOS may no longer be required. New policy would focus on how to encourage solutions for critical traffic congestion links through planned development.


Historical AADT
18,700
18,700
18,300
18,300
18,500
1,0109/year
2018
2019
2020
2021
2022

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**

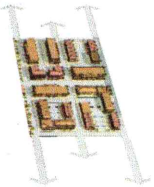


(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

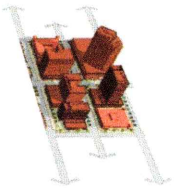


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

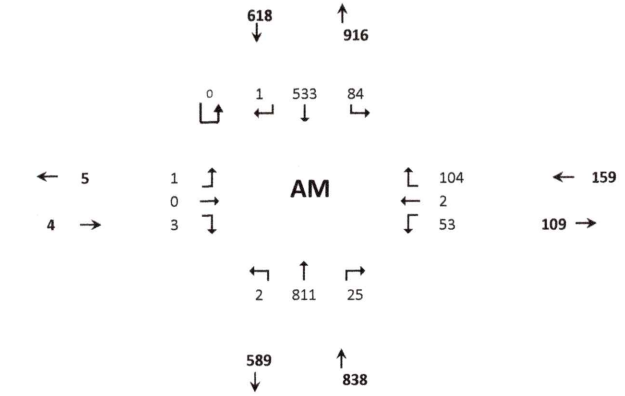
APPENDIX C

Intersection / Driveway Data and Analysis
And
Analysis

TURNING MOVEMENT VOLUME COUNTS

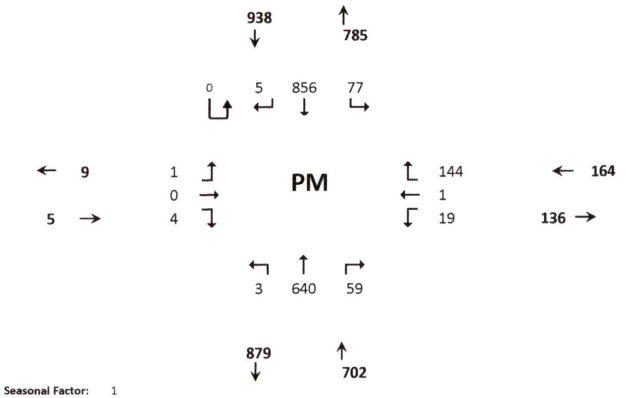
N/S STREET: Colorado Ave | Existing | **E/W STREET:** Kindred St | **CONTROL:** TWSC
FILENAME: Creekside
COUNT DATE: 3/29/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** Colorado Ave x Kindred St
REPORT DATE: 3/29/2023 | **ANALYSIS YEAR:** 2023

15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	138	7	0	11	97	0	0	0	0	5	0	12	270	1397
7:15-7:30	0	168	6	0	16	125	0	0	0	0	6	0	19	340	1549
7:30-7:45	0	205	6	0	20	121	2	1	0	0	5	0	26	386	1616
7:45-8:00	1	205	7	0	17	124	0	0	0	0	13	0	34	401	1619
8:00-8:15	0	218	5	0	19	138	0	0	0	0	15	1	26	422	1563
8:15-8:30	1	199	6	0	27	134	1	1	0	2	12	0	24	407	
8:30-8:45	0	189	7	0	21	137	0	0	0	1	13	1	20	389	
8:45-9:00	2	166	5	0	13	134	0	0	0	0	13	0	12	345	
AM PEAK HOUR IS FROM:	7:45AM TO 8:45AM														
Volumes	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Season Factor	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Growth	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
In/Out	-	IN	-	-	OUT	OUT	-	-	-	-	-	-	IN		
Percentage	0%	40%	1%	0%	5%	40%	0%	0%	0%	0%	0%	0%	5%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	



Seasonal Factor: 1
Trips In 0
Trips Out 0
Growth Rate: 1
Years Grown: 1

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	1	132	11	0	14	164	0	0	0	0	7	0	29	358	1671
4:15-4:30	2	148	17	0	24	197	1	0	0	2	6	0	34	431	1788
4:30-4:45	0	158	12	0	27	187	0	1	0	0	3	0	43	431	1799
4:45-5:00	2	148	19	0	22	220	1	0	0	1	3	0	35	451	1809
5:00-5:15	0	167	16	0	16	224	3	0	0	0	6	0	43	475	1745
5:15-5:30	0	159	14	0	23	204	0	1	0	2	6	1	32	442	
5:30-5:45	1	166	10	0	16	208	1	0	0	1	4	0	34	441	
5:45-6:00	2	140	9	0	11	199	1	0	0	0	3	0	22	387	
PM PEAK HOUR IS FROM:	4:45PM TO 5:45PM														
Volumes	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Season Factor	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Growth	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
In/Out	-	IN	-	-	OUT	OUT	-	-	-	-	-	-	IN		
Percentage	0%	40%	1%	0%	5%	40%	0%	0%	0%	0%	0%	0%	5%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	



Seasonal Factor: 1
Growth Rate: 1
Trips In: 0
Trips Out: 0
Years Grown: 1

C-1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	0	1	0	3	2	811	25	84	533	1
Future Vol, veh/h	0	0	0	1	0	3	2	811	25	84	533	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	1	0	3	2	845	26	88	555	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1596	1607	278	1303	1581	845	556	0	0	871	0	0
Stage 1	732	732	-	849	849	-	-	-	-	-	-	-
Stage 2	864	875	-	454	732	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	78	104	720	127	108	362	1013	-	-	772	-	-
Stage 1	380	426	-	355	376	-	-	-	-	-	-	-
Stage 2	348	366	-	556	426	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	70	92	720	116	95	362	1013	-	-	772	-	-
Mov Cap-2 Maneuver	70	92	-	116	95	-	-	-	-	-	-	-
Stage 1	379	377	-	354	375	-	-	-	-	-	-	-
Stage 2	344	365	-	493	377	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	20.3	0	1.4
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1013	-	-	-	116	362	772	-	-
HCM Lane V/C Ratio	0.002	-	-	-	0.009	0.009	0.113	-	-
HCM Control Delay (s)	8.6	-	-	0	36.3	15	10.3	-	-
HCM Lane LOS	A	-	-	A	E	C	B	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	0.4	-	-

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	4	19	1	144	3	640	59	77	856	5
Future Vol, veh/h	1	0	4	19	1	144	3	640	59	77	856	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	4	21	1	157	3	696	64	84	930	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1914	1867	468	1335	1805	696	935	0	0	760	0	0
Stage 1	1101	1101	-	702	702	-	-	-	-	-	-	-
Stage 2	813	766	-	633	1103	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	46	72	542	121	79	441	730	-	-	850	-	-
Stage 1	227	287	-	428	440	-	-	-	-	-	-	-
Stage 2	371	411	-	435	286	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	27	65	542	111	71	441	730	-	-	850	-	-
Mov Cap-2 Maneuver	27	65	-	111	71	-	-	-	-	-	-	-
Stage 1	226	259	-	426	438	-	-	-	-	-	-	-
Stage 2	238	409	-	389	258	-	-	-	-	-	-	-

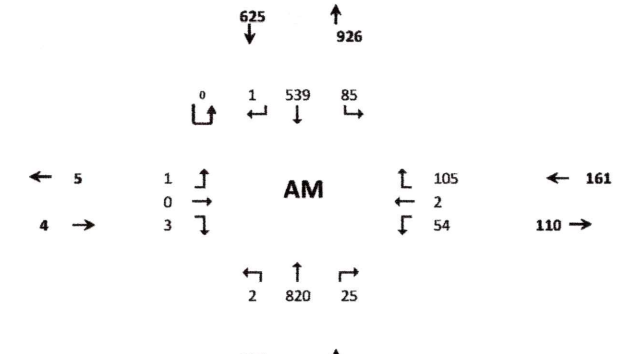
Approach	EB	WB	NB	SB
HCM Control Delay, s	38.5	21.4	0	0.8
HCM LOS	E	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	730	-	-	113	111	426	850	-	-
HCM Lane V/C Ratio	0.004	-	-	0.048	0.186	0.37	0.098	-	-
HCM Control Delay (s)	10	-	-	38.5	44.7	18.3	9.7	-	-
HCM Lane LOS	A	-	-	E	E	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.6	1.7	0.3	-	-

TURNING MOVEMENT VOLUME COUNTS

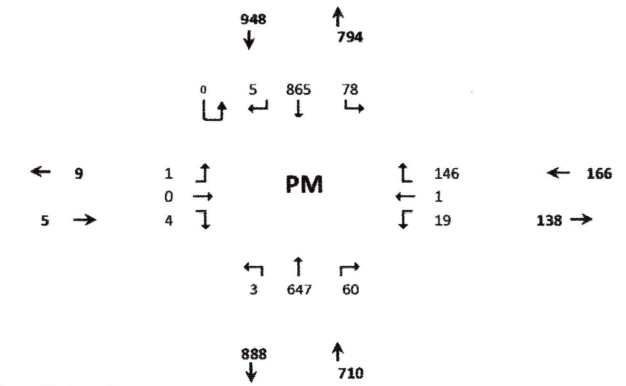
N/S STREET: Colorado Ave | Without Project | E/W STREET: Kindred St | CONTROL: TWSC
FILENAME: Creekside
COUNT DATE: 3/29/2023 | DAY: Wednesday | CITY: Stuart | INTERSECTION: Colorado Ave x Kindred St
REPORT DATE: 3/29/2023 | ANALYSIS YEAR: 2024

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	138	7	0	11	97	0	0	0	0	5	0	12	270	1397
7:15-7:30	0	168	6	0	16	125	0	0	0	0	6	0	19	340	1549
7:30-7:45	0	205	6	0	20	121	2	1	0	0	5	0	26	386	1616
7:45-8:00	1	205	7	0	17	124	0	0	0	0	13	0	34	401	1619
8:00-8:15	0	218	5	0	19	138	0	0	0	0	15	1	26	422	1563
8:15-8:30	1	199	6	0	27	134	1	1	0	2	12	0	24	407	
8:30-8:45	0	189	7	0	21	137	0	0	0	1	13	1	20	389	
8:45-9:00	2	166	5	0	13	134	0	0	0	0	13	0	12	345	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Season Factor	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Growth	2	820	25	0	85	539	1	1	0	3	54	2	105	1637	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	2	820	25	0	85	539	1	1	0	3	54	2	105	1637	



Seasonal Factor: 1
Trips In: 0
Trips Out: 0
Growth Rate: 1.011
Years Grown: 1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	1	132	11	0	14	164	0	0	0	0	7	0	29	358	1671
4:15-4:30	2	148	17	0	24	197	1	0	0	2	6	0	34	431	1788
4:30-4:45	0	158	12	0	27	187	0	1	0	0	3	0	43	431	1799
4:45-5:00	2	148	19	0	22	220	1	0	0	1	3	0	35	451	1809
5:00-5:15	0	167	16	0	16	224	3	0	0	0	6	0	43	475	1745
5:15-5:30	0	159	14	0	23	204	0	1	0	2	6	1	32	442	
5:30-5:45	1	166	10	0	16	208	1	0	0	1	4	0	34	441	
5:45-6:00	2	140	9	0	11	199	1	0	0	0	3	0	22	387	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM												
Volumes	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Season Factor	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Growth	3	647	60	0	78	865	5	1	0	4	19	1	146	1829	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	3	647	60	0	78	865	5	1	0	4	19	1	146	1829	



Seasonal Factor: 1
Growth Rate: 1.011
Trips In: 0
Trips Out: 0
Years Grown: 1

Intersection	
Int Delay, s/veh	4.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	3	54	2	105	2	820	25	85	539	1
Future Vol, veh/h	1	0	3	54	2	105	2	820	25	85	539	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	3	56	2	109	2	854	26	89	561	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1667	1624	281	1317	1598	854	562	0	0	880	0	0
Stage 1	740	740	-	858	858	-	-	-	-	-	-	-
Stage 2	927	884	-	459	740	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	70	102	717	125	106	357	1007	-	-	766	-	-
Stage 1	375	422	-	351	373	-	-	-	-	-	-	-
Stage 2	321	362	-	552	422	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	43	90	717	113	93	357	1007	-	-	766	-	-
Mov Cap-2 Maneuver	43	90	-	113	93	-	-	-	-	-	-	-
Stage 1	374	373	-	350	372	-	-	-	-	-	-	-
Stage 2	221	361	-	486	373	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	30.4	35.5	0	1.4
HCM LOS	D	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1007	-	-	146	113	339	766	-	-
HCM Lane V/C Ratio	0.002	-	-	0.029	0.498	0.329	0.116	-	-
HCM Control Delay (s)	8.6	-	-	30.4	64.9	20.7	10.3	-	-
HCM Lane LOS	A	-	-	D	F	C	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	2.3	1.4	0.4	-	-

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	4	19	1	146	3	647	60	78	865	5
Future Vol, veh/h	1	0	4	19	1	146	3	647	60	78	865	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	4	21	1	159	3	703	65	85	940	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1935	1887	473	1349	1824	703	945	0	0	768	0	0
Stage 1	1113	1113	-	709	709	-	-	-	-	-	-	-
Stage 2	822	774	-	640	1115	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	44	70	538	118	77	437	724	-	-	844	-	-
Stage 1	223	283	-	424	436	-	-	-	-	-	-	-
Stage 2	367	407	-	431	282	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	25	63	538	108	69	437	724	-	-	844	-	-
Mov Cap-2 Maneuver	25	63	-	108	69	-	-	-	-	-	-	-
Stage 1	222	254	-	422	434	-	-	-	-	-	-	-
Stage 2	232	405	-	384	254	-	-	-	-	-	-	-

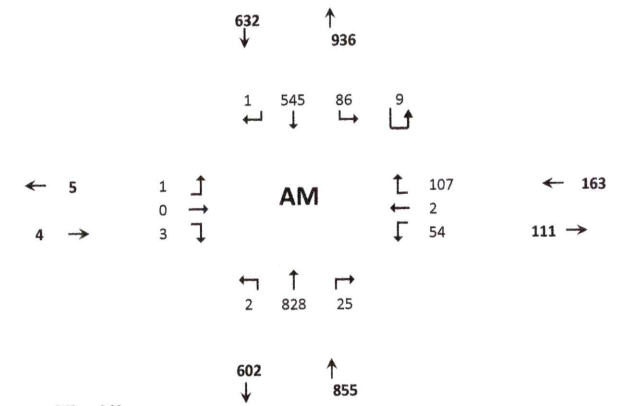
Approach	EB	WB	NB	SB
HCM Control Delay, s	41.1	21.7	0	0.8
HCM LOS	E	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	724	-	-	105	108	422	844	-	-
HCM Lane V/C Ratio	0.005	-	-	0.052	0.191	0.379	0.1	-	-
HCM Control Delay (s)	10	-	-	41.1	46.1	18.6	9.7	-	-
HCM Lane LOS	A	-	-	E	E	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.7	1.7	0.3	-	-

TURNING MOVEMENT VOLUME COUNTS

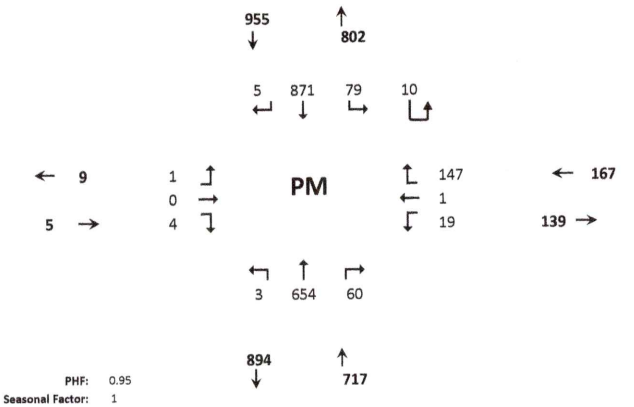
N/S STREET: Colorado Ave | With Project | **E/W STREET:** Kindred St | **CONTROL:** TWSC
FILENAME: Creekside
COUNT DATE: 3/29/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** Colorado Ave x Kindred St
REPORT DATE: 3/29/2023 | **ANALYSIS YEAR:** 2024

15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	138	7	0	11	97	0	0	0	0	5	0	12	270	1397
7:15-7:30	0	168	6	0	16	125	0	0	0	0	6	0	19	340	1549
7:30-7:45	0	205	6	0	20	121	2	1	0	0	5	0	26	386	1616
7:45-8:00	1	205	7	0	17	124	0	0	0	0	13	0	34	401	1619
8:00-8:15	0	218	5	0	19	138	0	0	0	0	15	1	26	422	1563
8:15-8:30	1	199	6	0	27	134	1	1	0	2	12	0	24	407	
8:30-8:45	0	189	7	0	21	137	0	0	0	1	13	1	20	389	
8:45-9:00	2	166	5	0	13	134	0	0	0	0	13	0	12	345	
AM PEAK HOUR IS FROM:	7:45AM TO 8:45AM														
Volumes	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Season Factor	2	811	25	0	84	533	1	1	0	3	53	2	104	1619	
Growth	2	820	25	0	85	539	1	1	0	3	54	2	105	1637	
In/Out	-	IN	-	OUT	OUT	OUT	-	-	-	-	-	-	IN		
Percentage	0%	25%	0%	40%	5%	25%	0%	0%	0%	0%	0%	0%	5%		
PROJECT	0	8	0	9	1	6	0	0	0	0	0	0	2	**25**	
Total	2	828	25	9	86	545	1	1	0	3	54	2	107	1663	



PHF: 0.96
Seasonal Factor: 1
Trips In 31
Trips Out 23
Growth Rate: 1.0109
Years Grown: 1

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	1	132	11	0	14	164	0	0	0	0	7	0	29	358	1671
4:15-4:30	2	148	17	0	24	197	1	0	0	2	6	0	34	431	1788
4:30-4:45	0	158	12	0	27	187	0	1	0	0	3	0	43	431	1799
4:45-5:00	2	148	19	0	22	220	1	0	0	1	3	0	35	451	1809
5:00-5:15	0	167	16	0	16	224	3	0	0	0	6	0	43	475	1745
5:15-5:30	0	159	14	0	23	204	0	1	0	2	6	1	32	442	
5:30-5:45	1	166	10	0	16	208	1	0	0	1	4	0	34	441	
5:45-6:00	2	140	9	0	11	199	1	0	0	0	3	0	22	387	
PM PEAK HOUR IS FROM:	4:45PM TO 5:45PM														
Volumes	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Season Factor	3	640	59	0	77	856	5	1	0	4	19	1	144	1809	
Growth	3	647	60	0	78	865	5	1	0	4	19	1	146	1829	
In/Out	-	IN	-	OUT	OUT	OUT	-	-	-	-	-	-	IN		
Percentage	0%	25%	0%	40%	5%	25%	0%	0%	0%	0%	0%	0%	5%		
Project	0	7	0	10	1	6	0	0	0	0	0	0	1	**26**	
Total	3	654	60	10	79	871	5	1	0	4	19	1	147	1854	



PHF: 0.95
Seasonal Factor: 1
Growth Rate: 1.0109
Trips In: 29
Trips Out: 24
Years Grown: 1

C-3

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	3	54	2	107	2	828	25	95	545	1
Future Vol, veh/h	1	0	3	54	2	107	2	828	25	95	545	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	3	56	2	111	2	863	26	99	568	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1704	1660	285	1349	1634	863	569	0	0	889	0	0
Stage 1	767	767	-	867	867	-	-	-	-	-	-	-
Stage 2	937	893	-	482	767	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	65	97	713	118	101	353	1001	-	-	760	-	-
Stage 1	362	410	-	347	369	-	-	-	-	-	-	-
Stage 2	317	359	-	535	410	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	39	84	713	106	88	353	1001	-	-	760	-	-
Mov Cap-2 Maneuver	39	84	-	106	88	-	-	-	-	-	-	-
Stage 1	361	357	-	346	368	-	-	-	-	-	-	-
Stage 2	215	358	-	463	357	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	32.7	38.1	0	1.5
HCM LOS	D	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1001	-	-	134	106	335	760	-	-
HCM Lane V/C Ratio	0.002	-	-	0.031	0.531	0.339	0.13	-	-
HCM Control Delay (s)	8.6	-	-	32.7	72.1	21.2	10.4	-	-
HCM Lane LOS	A	-	-	D	F	C	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	2.4	1.5	0.4	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	4	19	1	147	3	654	60	89	871	5
Future Vol, veh/h	1	0	4	19	1	147	3	654	60	89	871	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	4	21	1	160	3	711	65	97	947	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1974	1926	476	1385	1863	711	952	0	0	776	0	0
Stage 1	1144	1144	-	717	717	-	-	-	-	-	-	-
Stage 2	830	782	-	668	1146	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	41	66	536	111	73	432	720	-	-	838	-	-
Stage 1	213	274	-	420	433	-	-	-	-	-	-	-
Stage 2	363	404	-	415	273	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	23	58	536	100	64	432	720	-	-	838	-	-
Mov Cap-2 Maneuver	23	58	-	100	64	-	-	-	-	-	-	-
Stage 1	212	242	-	418	431	-	-	-	-	-	-	-
Stage 2	227	402	-	364	241	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	43.9	22.5	0	0.9
HCM LOS	E	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	720	-	-	98	100	416	838	-	-
HCM Lane V/C Ratio	0.005	-	-	0.055	0.207	0.387	0.115	-	-
HCM Control Delay (s)	10	-	-	43.9	50.1	19	9.9	-	-
HCM Lane LOS	B	-	-	E	F	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.7	1.8	0.4	-	-

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at SE Kindred St
Martin County, Fl

File Name : Colorado at Kindred
Site Code : 00000003
Start Date : 3/29/2023
Page No : 1

Groups Printed- Automobiles - Commercial

	Colorado Ave Southbound				Kindred St Westbound				Colorado Ave Northbound				Street Mall Exit Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	11	97	0	108	5	0	12	17	0	138	7	145	0	0	0	0	270
07:15 AM	16	125	0	141	6	0	19	25	0	168	6	174	0	0	0	0	340
07:30 AM	20	121	2	143	5	0	26	31	0	205	6	211	1	0	0	1	386
07:45 AM	17	124	0	141	13	0	34	47	1	205	7	213	0	0	0	0	401
Total	64	467	2	533	29	0	91	120	1	716	26	743	1	0	0	1	1397
08:00 AM	19	138	0	157	15	1	26	42	0	218	5	223	0	0	0	0	422
08:15 AM	27	134	1	162	12	0	24	36	1	199	6	206	1	0	2	3	407
08:30 AM	21	137	0	158	13	1	20	34	0	189	7	196	0	0	1	1	389
08:45 AM	13	134	0	147	13	0	12	25	2	166	5	173	0	0	0	0	345
Total	80	543	1	624	53	2	82	137	3	772	23	798	1	0	3	4	1563
04:00 PM	14	164	0	178	7	0	29	36	1	132	11	144	0	0	0	0	358
04:15 PM	24	197	1	222	6	0	34	40	2	148	17	167	0	0	2	2	431
04:30 PM	27	187	0	214	3	0	43	46	0	158	12	170	1	0	0	1	431
04:45 PM	22	220	1	243	3	0	35	38	2	148	19	169	0	0	1	1	451
Total	87	768	2	857	19	0	141	160	5	586	59	650	1	0	3	4	1671
05:00 PM	16	224	3	243	6	0	43	49	0	167	16	183	0	0	0	0	475
05:15 PM	23	204	0	227	6	1	32	39	0	159	14	173	1	0	2	3	442
05:30 PM	16	208	1	225	4	0	34	38	1	166	10	177	0	0	1	1	441
05:45 PM	11	199	1	211	3	0	22	25	2	140	9	151	0	0	0	0	387
Total	66	835	5	906	19	1	131	151	3	632	49	684	1	0	3	4	1745
Grand Total	297	2613	10	2920	120	3	445	568	12	2706	157	2875	4	0	9	13	6376
Apprch %	10.2	89.5	0.3		21.1	0.5	78.3		0.4	94.1	5.5		30.8	0	69.2		
Total %	4.7	41	0.2	45.8	1.9	0	7	8.9	0.2	42.4	2.5	45.1	0.1	0	0.1	0.2	
Automobiles	292	2567	7	2866	115	3	432	550	12	2634	142	2788	4	0	9	13	6217
% Automobiles	98.3	98.2	70	98.2	95.8	100	97.1	96.8	100	97.3	90.4	97	100	0	100	100	97.5
Commercial	5	46	3	54	5	0	13	18	0	72	15	87	0	0	0	0	159
% Commercial	1.7	1.8	30	1.8	4.2	0	2.9	3.2	0	2.7	9.6	3	0	0	0	0	2.5

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Martin County, Fl

File Name : Colorado at Kindred
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Start Date : 3/29/2023
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	Colorado Ave Southbound				Kindred St Westbound				Colorado Ave Northbound				Street Mall Exit Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	17	124	0	141	13	0	34	47	1	205	7	213	0	0	0	0	401
08:00 AM	19	138	0	157	15	1	26	42	0	218	5	223	0	0	0	0	422
08:15 AM	27	134	1	162	12	0	24	36	1	199	6	206	1	0	2	3	407
08:30 AM	21	137	0	158	13	1	20	34	0	189	7	196	0	0	1	1	389
Total Volume	84	533	1	618	53	2	104	159	2	811	25	838	1	0	3	4	1619
% App. Total	13.6	86.2	0.2		33.3	1.3	65.4		0.2	96.8	3		25	0	75		
PHF	.778	.966	.250	.954	.883	.500	.765	.846	.500	.930	.893	.939	.250	.000	.375	.333	.959
Automobiles	83	521	1	605	52	2	102	156	2	796	21	819	1	0	3	4	1584
% Automobiles	98.8	97.7	100	97.9	98.1	100	98.1	98.1	100	98.2	84.0	97.7	100	0	100	100	97.8
Commercial	1	12	0	13	1	0	2	3	0	15	4	19	0	0	0	0	35
% Commercial	1.2	2.3	0	2.1	1.9	0	1.9	1.9	0	1.8	16.0	2.3	0	0	0	0	2.2

C-11

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File Name : Colorado at Kindred
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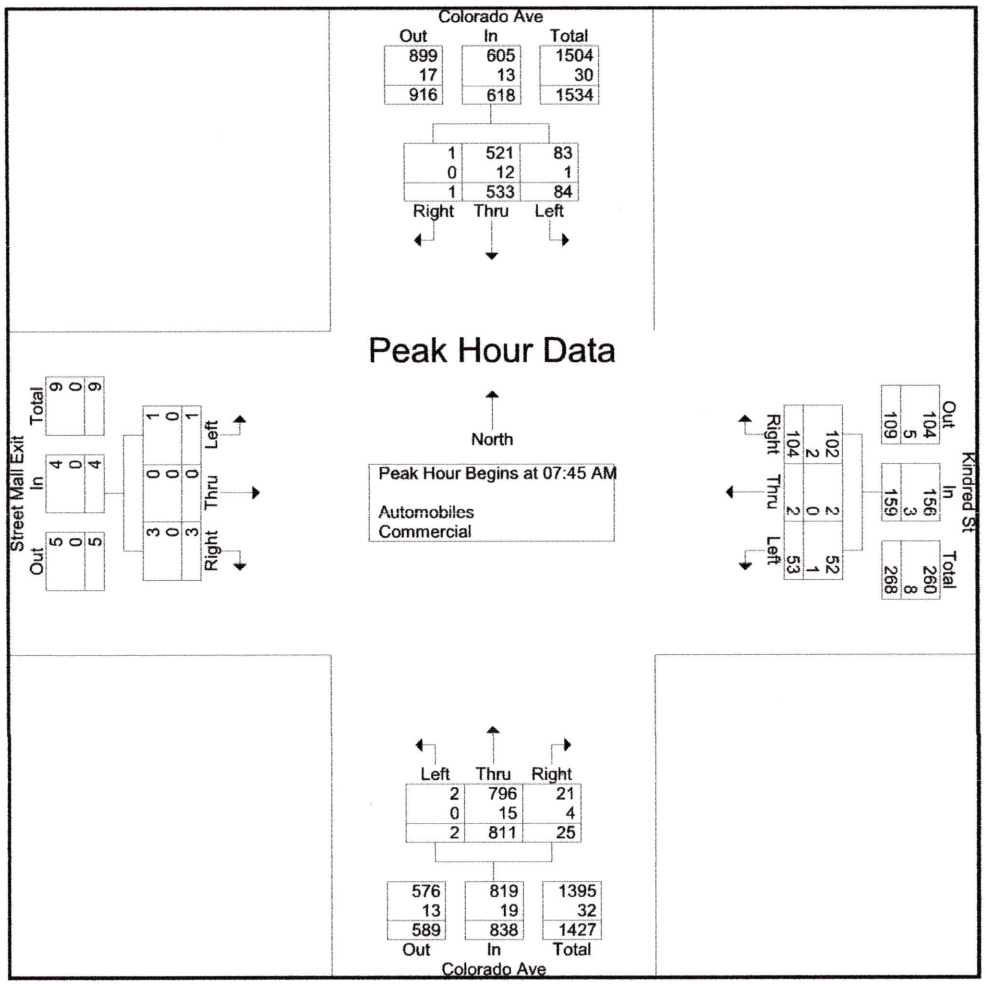

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Colorado Ave at SE Kindred St
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File Name : Colorado at Kindred
Site Code : 00000003
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	Colorado Ave Southbound				Kindred St Westbound				Colorado Ave Northbound				Street Mall Exit Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	22	220	1	243	3	0	35	38	2	148	19	169	0	0	1	1	451
05:00 PM	16	224	3	243	6	0	43	49	0	167	16	183	0	0	0	0	475
05:15 PM	23	204	0	227	6	1	32	39	0	159	14	173	1	0	2	3	442
05:30 PM	16	208	1	225	4	0	34	38	1	166	10	177	0	0	1	1	441
Total Volume	77	856	5	938	19	1	144	164	3	640	59	702	1	0	4	5	1809
% App. Total	8.2	91.3	0.5		11.6	0.6	87.8		0.4	91.2	8.4		20	0	80		
PHF	.837	.955	.417	.965	.792	.250	.837	.837	.375	.958	.776	.959	.250	.000	.500	.417	.952
Automobiles	77	847	4	928	17	1	140	158	3	619	57	679	1	0	4	5	1770
% Automobiles	100	98.9	80.0	98.9	89.5	100	97.2	96.3	100	96.7	96.6	96.7	100	0	100	100	97.8
Commercial	0	9	1	10	2	0	4	6	0	21	2	23	0	0	0	0	39
% Commercial	0	1.1	20.0	1.1	10.5	0	2.8	3.7	0	3.3	3.4	3.3	0	0	0	0	2.2

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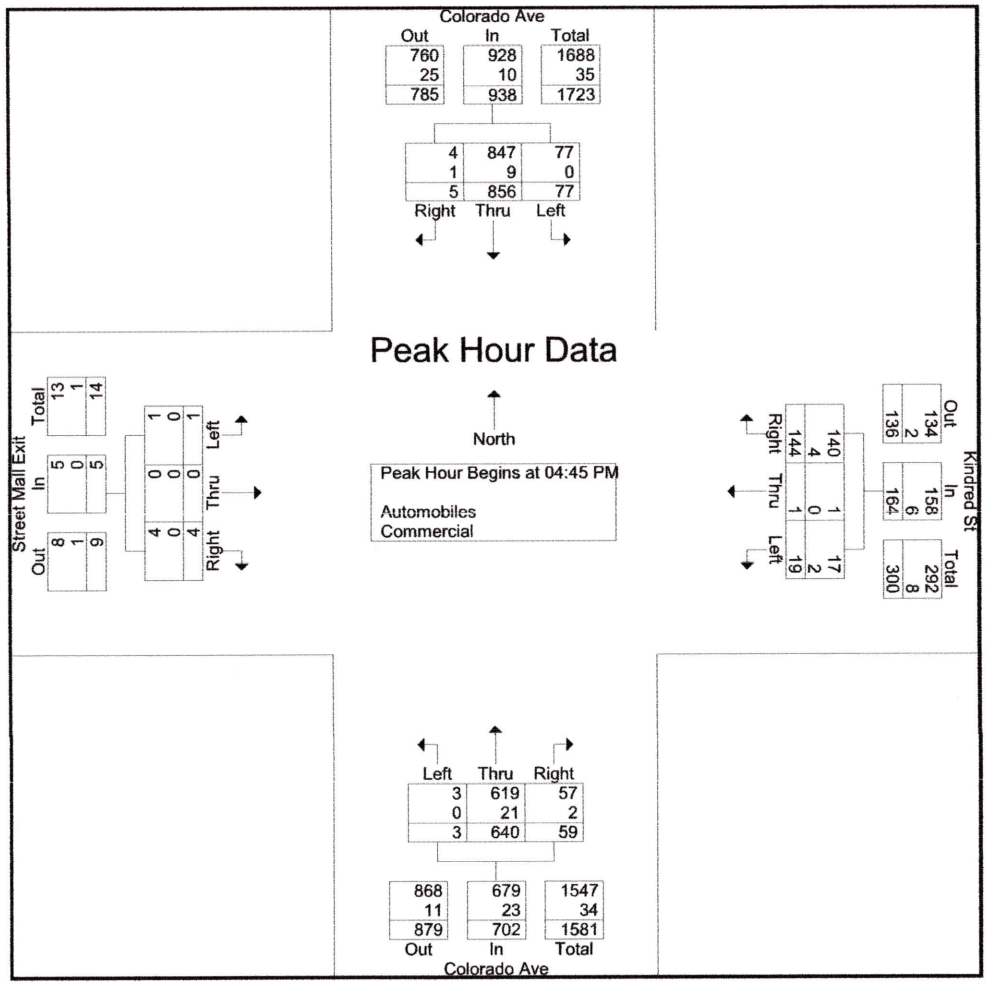

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File Name : Colorado at Kindred
Site Code : 00000003
Start Date : 3/29/2023
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Groups Printed- Peds

	Colorado Ave Southbound					Kindred St Westbound					Colorado Ave Northbound					Street Mall Exit Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	3
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
07:45 AM	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	4
Total	0	0	0	3	3	0	0	0	0	0	0	0	0	2	2	0	0	0	4	4	9
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	3
08:15 AM	0	0	0	3	3	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	6
08:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:45 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	5	5	0	0	0	0	0	0	0	0	4	4	0	0	0	2	2	11
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
04:15 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:30 PM	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
04:45 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	4
Total	0	0	0	4	4	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	10
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	3	3	4
05:15 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	4
05:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	4
Total	0	0	0	4	4	0	0	0	0	0	0	0	0	4	4	0	0	0	4	4	12
Grand Total	0	0	0	16	16	0	0	0	0	0	0	0	0	16	16	0	0	0	10	10	42
Apprch %	0	0	0	100		0	0	0	0		0	0	0	100		0	0	0	100		
Total %	0	0	0	38.1	38.1	0	0	0	0	0	0	0	0	38.1	38.1	0	0	0	23.8	23.8	

TURNING MOVEMENT VOLUME COUNTS

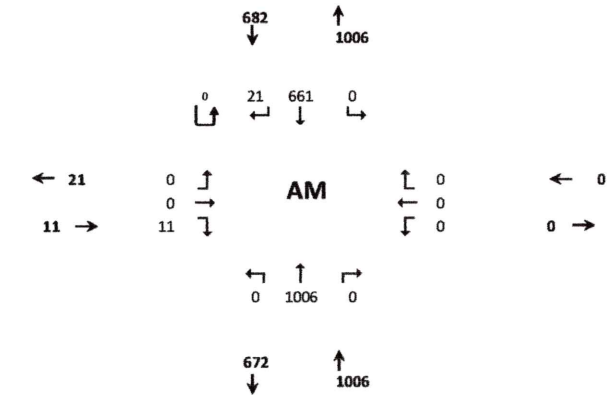
N/S STREET: Colorado Ave | Existing | E/W STREET: A Street | CONTROL: TWSC

FILENAME: Creekside

COUNT DATE: 7/12/2023 | DAY: Wednesday | CITY: Stuart | INTERSECTION: Colorado Ave x A Street

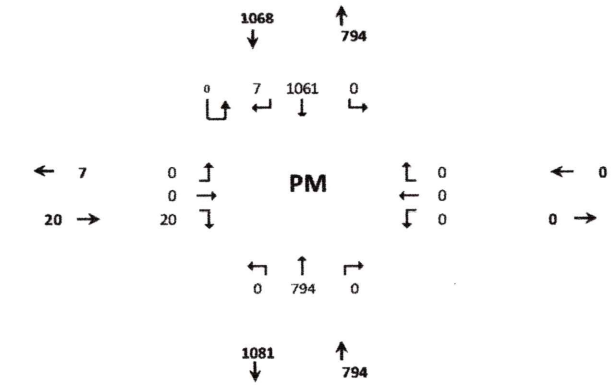
REPORT DATE: 7/15/2023 | ANALYSIS YEAR: 2023

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	138	0	0	0	97	0	0	0	0	0	0	0	235	1183
7:15-7:30	0	168	0	0	0	125	0	0	0	0	0	0	0	293	1310
7:30-7:45	0	205	0	0	0	121	0	0	0	0	0	0	0	326	1361
7:45-8:00	0	205	0	0	0	124	0	0	0	0	0	0	0	329	1370
8:00-8:15	0	218	0	0	0	138	5	0	0	1	0	0	0	362	1348
8:15-8:30	0	199	0	0	0	134	5	0	0	6	0	0	0	344	
8:30-8:45	0	189	0	0	0	137	7	0	0	2	0	0	0	335	
8:45-9:00	0	166	0	0	0	134	6	0	0	1	0	0	0	307	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	0	811	0	0	0	533	17	0	0	9	0	0	0	1370	
Season Factor	0	1006	0	0	0	661	21	0	0	11	0	0	0	1699	
Growth	0	1006	0	0	0	661	21	0	0	11	0	0	0	1699	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	1006	0	0	0	661	21	0	0	11	0	0	0	1699	



Seasonal Factor: 1.24
Trips In: 0
Trips Out: 0
Growth Rate: 1
Years Grown: 0

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	132	0	0	0	164	4	0	0	14	0	0	0	314	1413
4:15-4:30	0	148	0	0	0	197	2	0	0	9	0	0	0	356	1490
4:30-4:45	0	158	0	0	0	187	4	0	0	4	0	0	0	353	1497
4:45-5:00	0	148	0	0	0	220	6	0	0	16	0	0	0	390	1518
5:00-5:15	0	167	0	0	0	224	0	0	0	0	0	0	0	391	1467
5:15-5:30	0	159	0	0	0	204	0	0	0	0	0	0	0	363	
5:30-5:45	0	166	0	0	0	208	0	0	0	0	0	0	0	374	
5:45-6:00	0	140	0	0	0	199	0	0	0	0	0	0	0	339	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM												
Volumes	0	640	0	0	0	856	6	0	0	16	0	0	0	1518	
Season Factor	0	794	0	0	0	1061	7	0	0	20	0	0	0	1882	
Growth	0	794	0	0	0	1061	7	0	0	20	0	0	0	1882	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	794	0	0	0	1061	7	0	0	20	0	0	0	1882	



Seasonal Factor: 1.24
Growth Rate: 1
Trips In: 0
Trips Out: 0
Years Grown: 0

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	11	0	1006	661	21
Future Vol, veh/h	0	11	0	1006	661	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	12	0	1059	696	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	707	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	435	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	435	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.5	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	435	-	-
HCM Lane V/C Ratio	-	0.027	-	-
HCM Control Delay (s)	-	13.5	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	20	0	794	1061	7
Future Vol, veh/h	0	20	0	794	1061	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	21	0	819	1094	7

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1098	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	259	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	259	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

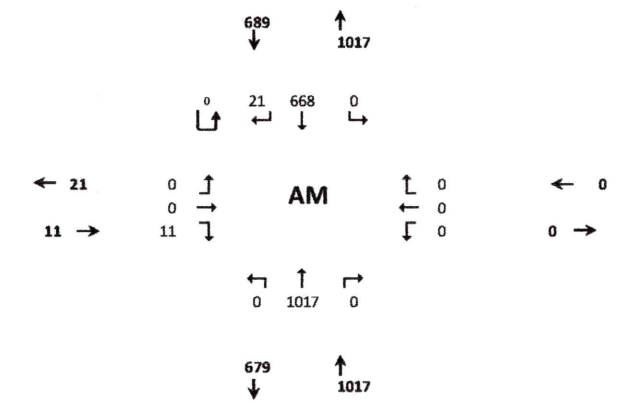
Approach	EB	NB	SB
HCM Control Delay, s	20.1	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	259	-	-
HCM Lane V/C Ratio	-	0.08	-	-
HCM Control Delay (s)	-	20.1	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

TURNING MOVEMENT VOLUME COUNTS

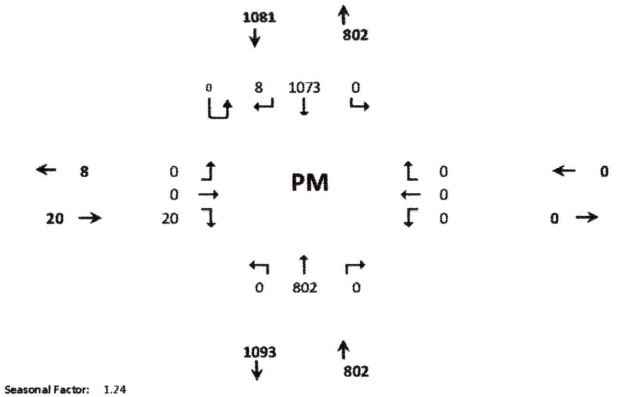
N/S STREET: Colorado Ave | Without Project | **E/W STREET:** A Street | **CONTROL:** TWSC
FILENAME: Creekside
COUNT DATE: 7/12/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** Colorado Ave x A Street
REPORT DATE: 7/15/2023 | **ANALYSIS YEAR:** 2024

15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	138	0	0	0	97	0	0	0	0	0	0	0	235	1183
7:15-7:30	0	168	0	0	0	125	0	0	0	0	0	0	0	293	1310
7:30-7:45	0	205	0	0	0	121	0	0	0	0	0	0	0	326	1361
7:45-8:00	0	205	0	0	0	124	0	0	0	0	0	0	0	329	1370
8:00-8:15	0	218	0	0	0	138	5	0	0	1	0	0	0	362	1348
8:15-8:30	0	199	0	0	0	134	5	0	0	6	0	0	0	344	
8:30-8:45	0	189	0	0	0	137	7	0	0	2	0	0	0	335	
8:45-9:00	0	166	0	0	0	134	6	0	0	1	0	0	0	307	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	0	811	0	0	0	533	17	0	0	9	0	0	0	1370	
Season Factor	0	1006	0	0	0	661	21	0	0	11	0	0	0	1699	
Growth	0	1017	0	0	0	668	21	0	0	11	0	0	0	1717	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	1017	0	0	0	668	21	0	0	11	0	0	0	1717	



Seasonal Factor: 1.24
Trips In: 0
Trips Out: 0
Growth Rate: 1.0109
Years Grown: 1

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	132	0	0	0	164	4	0	0	14	0	0	0	314	1413
4:15-4:30	0	148	0	0	0	197	2	0	0	9	0	0	0	356	1490
4:30-4:45	0	158	0	0	0	187	4	0	0	4	0	0	0	353	1497
4:45-5:00	0	148	0	0	0	220	6	0	0	16	0	0	0	390	1518
5:00-5:15	0	167	0	0	0	224	0	0	0	0	0	0	0	391	1467
5:15-5:30	0	159	0	0	0	204	0	0	0	0	0	0	0	363	
5:30-5:45	0	166	0	0	0	208	0	0	0	0	0	0	0	374	
5:45-6:00	0	140	0	0	0	199	0	0	0	0	0	0	0	339	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM												
Volumes	0	640	0	0	0	856	6	0	0	16	0	0	0	1518	
Season Factor	0	794	0	0	0	1061	7	0	0	20	0	0	0	1882	
Growth	0	802	0	0	0	1073	8	0	0	20	0	0	0	1903	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	802	0	0	0	1073	8	0	0	20	0	0	0	1903	



Seasonal Factor: 1.24
Growth Rate: 1.0109
Trips In: 0
Trips Out: 0
Years Grown: 1

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	11	0	1017	668	21
Future Vol, veh/h	0	11	0	1017	668	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	12	0	1071	703	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	714	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	431	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	431	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	13.6	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	431	-	-
HCM Lane V/C Ratio	-	0.027	-	-
HCM Control Delay (s)	-	13.6	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	20	0	802	1073	8
Future Vol, veh/h	0	20	0	802	1073	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	21	0	827	1106	8

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1110	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	255	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	255	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

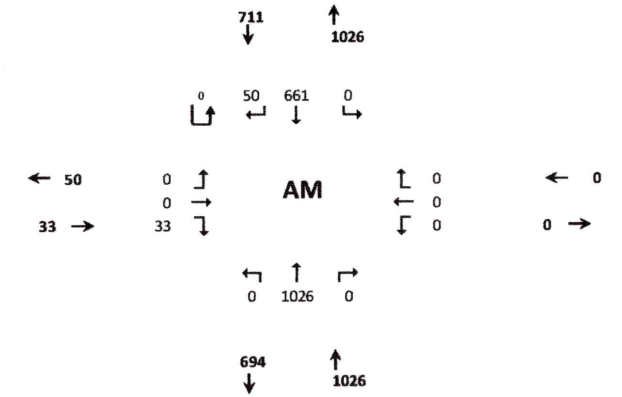
Approach	EB	NB	SB
HCM Control Delay, s	20.4	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	255	-	-
HCM Lane V/C Ratio	-	0.081	-	-
HCM Control Delay (s)	-	20.4	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

TURNING MOVEMENT VOLUME COUNTS

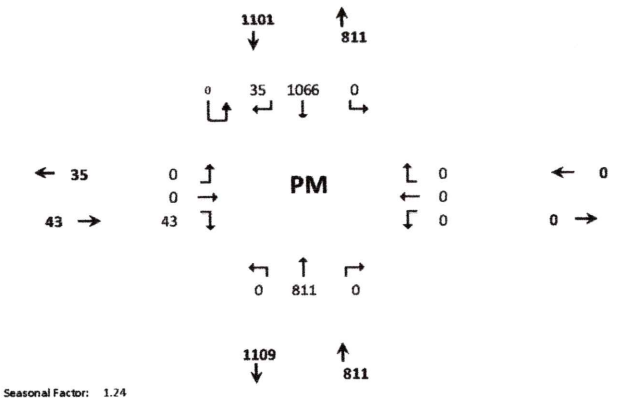
N/S STREET: Colorado Ave | With Project | E/W STREET: A Street | CONTROL: TWSC
FILENAME: Creekside
COUNT DATE: 7/12/2023 | DAY: Wednesday | CITY: Stuart | INTERSECTION: Colorado Ave x A Street
REPORT DATE: 7/15/2023 | ANALYSIS YEAR: 2024

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	138	0	0	0	97	0	0	0	0	0	0	0	235	1183
7:15-7:30	0	168	0	0	0	125	0	0	0	0	0	0	0	293	1310
7:30-7:45	0	205	0	0	0	121	0	0	0	0	0	0	0	326	1361
7:45-8:00	0	205	0	0	0	124	0	0	0	0	0	0	0	329	1370
8:00-8:15	0	218	0	0	0	138	5	0	0	1	0	0	0	362	1348
8:15-8:30	0	199	0	0	0	134	5	0	0	6	0	0	0	344	
8:30-8:45	0	189	0	0	0	137	7	0	0	2	0	0	0	335	
8:45-9:00	0	166	0	0	0	134	6	0	0	1	0	0	0	307	
AM PEAK HOUR IS FROM:		7:45AM TO 8:45AM													
Volumes	0	811	0	0	0	533	17	0	0	9	0	0	0	1370	
Season Factor	0	1006	0	0	0	661	21	0	0	11	0	0	0	1699	
Growth	0	1017	0	0	0	668	21	0	0	11	0	0	0	1717	
In/Out	-	IN	-	-	-	-	IN	-	-	OUT	-	-	-		
Percentage	0%	30%	0%	0%	0%	0%	70%	0%	0%	70%	0%	0%	0%		
PROJECT	0	9	0	0	0	0	22	0	0	16	0	0	0	47	
Pass-By						-7	7			6					
Total	0	1026	0	0	0	661	50	0	0	33	0	0	0	1770	



Seasonal Factor: 1.24
Trips In: 31
Trips Out: 23
Growth Rate: 1.0109
Years Grown: 1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	132	0	0	0	164	4	0	0	14	0	0	0	314	1413
4:15-4:30	0	148	0	0	0	197	2	0	0	9	0	0	0	356	1490
4:30-4:45	0	158	0	0	0	187	4	0	0	4	0	0	0	353	1497
4:45-5:00	0	148	0	0	0	220	6	0	0	16	0	0	0	390	1518
5:00-5:15	0	167	0	0	0	224	0	0	0	0	0	0	0	391	1467
5:15-5:30	0	159	0	0	0	204	0	0	0	0	0	0	0	363	
5:30-5:45	0	166	0	0	0	208	0	0	0	0	0	0	0	374	
5:45-6:00	0	140	0	0	0	199	0	0	0	0	0	0	0	339	
PM PEAK HOUR IS FROM:		4:45PM TO 5:45PM													
Volumes	0	640	0	0	0	856	6	0	0	16	0	0	0	1518	
Season Factor	0	794	0	0	0	1061	7	0	0	20	0	0	0	1882	
Growth	0	802	0	0	0	1073	8	0	0	20	0	0	0	1903	
In/Out	-	IN	-	-	-	-	IN	-	-	OUT	-	-	-		
Percentage	0%	30%	0%	0%	0%	0%	70%	0%	0%	70%	0%	0%	0%		
Project	0	9	0	0	0	0	20	0	0	17	0	0	0	46	
Pass-By						-7	7			6					
Total	0	811	0	0	0	1066	35	0	0	43	0	0	0	1955	



Seasonal Factor: 1.24
Growth Rate: 1.0109
Trips In: 29
Trips Out: 24
Years Grown: 1

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	33	0	1026	661	50
Future Vol, veh/h	0	33	0	1026	661	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	35	0	1080	696	53

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	723	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	426	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	426	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.2	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	426	-	-
HCM Lane V/C Ratio	-	0.082	-	-
HCM Control Delay (s)	-	14.2	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	43	0	811	1066	35
Future Vol, veh/h	0	43	0	811	1066	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	44	0	836	1099	36

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	1117	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	252	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	252	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.3	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	252	-	-
HCM Lane V/C Ratio	-	0.176	-	-
HCM Control Delay (s)	-	22.3	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.6	-	-

O'Rourke Engineering & Planning

Standard Report

Location: A Street x Colorado Ave
Unit ID: 02
Study Date: Wednesday July 12, 2023
Interval: 15 minutes

Vehicles

	Southbound				Westbound				Northbound				Eastbound				Grand
	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	**Total**
16:00	0	0	4	**4**	0	0	0	**0**	0	0	0	**0**	0	0	14	**14**	**18**
16:15	0	0	2	**2**	0	0	0	**0**	0	0	0	**0**	0	0	9	**9**	**11**
16:30	0	0	4	**4**	0	0	0	**0**	0	0	0	**0**	0	0	4	**4**	**8**
16:45	0	0	6	**6**	0	0	0	**0**	0	0	0	**0**	0	0	16	**16**	**22**
Subtotal	**0**	**0**	**16**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**43**	**43**	**59**
Total	**0**	**0**	**16**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**43**	**43**	**59**
Table %	0.0	0.0	27.1	**27.1**	0.0	0.0	0.0	**0.0**	0.0	0.0	0.0	**0.0**	0.0	0.0	72.9	**72.9**	**100.0**
Intersection %	0.0	0.0	27.1	**27.1**	0.0	0.0	0.0	**0.0**	0.0	0.0	0.0	**0.0**	0.0	0.0	72.9	**72.9**	**100.0**
Approach %	0.0	0.0	100.0	**100.0**	0	0	0	**0**	0	0	0	**0**	0.0	0.0	100.0	**100.0**	-
Total Approach %	0.0	0.0	100.0	**100.0**	0	0	0	**0**	0	0	0	**0**	0.0	0.0	100.0	**100.0**	-
Peak Hour	-	-	16:00	**16:00**	-	-	-	-	-	-	-	-	-	-	16:00	**16:00**	**16:00**
Peak Total	0	0	16	**16**	0	0	0	**0**	0	0	0	**0**	0	0	43	**43**	**59**
Peak Factor (PHF)	-	-	0.7	**0.7**	-	-	-	-	-	-	-	-	-	-	0.7	**0.7**	**0.7**

Pedestrians

	Other	**Grand**
	Peds	**Total**
16:00	0	**0**
16:15	0	**0**
16:30	0	**0**
16:45	0	**0**
Subtotal	**0**	**0**
Total	**0**	**0**
Table %	0	**0**
Intersection %	0.0	**0**
Approach %	0	-
Total Approach %	0	-
Peak Hour	-	-
Peak Total	0	**0**
Peak Factor (PHF)	-	-

O'Rourke Engineering & Planning

Standard Report

Location: A Street x Colorado Ave
Unit ID: 02
Study Date: Thursday July 13, 2023
Interval: 15 minutes

Vehicles

	Southbound				Westbound				Northbound				Eastbound				Grand
	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	**Total**
08:05	0	0	5	**5**	0	0	0	**0**	0	0	0	**0**	0	0	1	**1**	**6**
08:15	0	0	5	**5**	0	0	0	**0**	0	0	0	**0**	0	0	6	**6**	**11**
08:30	0	0	7	**7**	0	0	0	**0**	0	0	0	**0**	0	0	2	**2**	**9**
08:45	0	0	6	**6**	0	0	0	**0**	0	0	0	**0**	0	0	1	**1**	**7**
Subtotal	**0**	**0**	**23**	**23**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**10**	**33**
09:00	0	0	1	**1**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**1**
Total	**0**	**0**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**10**	**34**
Table %	0.0	0.0	70.6	**70.6**	0.0	0.0	0.0	**0.0**	0.0	0.0	0.0	**0.0**	0.0	0.0	29.4	**29.4**	**100.0**
Intersection %	0.0	0.0	70.6	**70.6**	0.0	0.0	0.0	**0.0**	0.0	0.0	0.0	**0.0**	0.0	0.0	29.4	**29.4**	**100.0**
Approach %	0.0	0.0	100.0	**100.0**	0	0	0	**0**	0	0	0	**0**	0.0	0.0	100.0	**100.0**	-
Total Approach %	0.0	0.0	100.0	**100.0**	0	0	0	**0**	0	0	0	**0**	0.0	0.0	100.0	**100.0**	-
Peak Hour	-	-	08:05	**08:05**	-	-	-	-	-	-	-	-	-	-	08:05	**08:05**	**08:05**
Peak Total	0	0	23	**23**	0	0	0	**0**	0	0	0	**0**	0	0	10	**10**	**33**
Peak Factor (PHF)	-	-	0.8	**0.8**	-	-	-	-	-	-	-	-	-	-	0.4	**0.4**	**0.8**

C-26

Pedestrians

	Other	**Grand**
	Peds	**Total**
08:05	0	**0**
08:15	0	**0**
08:30	0	**0**
08:45	0	**0**
Subtotal	**0**	**0**
09:00	0	**0**
Total	**0**	**0**
Table %	0	**0**
Intersection %	0.0	**0**
Approach %	0	-
Total Approach %	0	-
Peak Hour	-	-
Peak Total	0	**0**

TURNING MOVEMENT VOLUME COUNTS

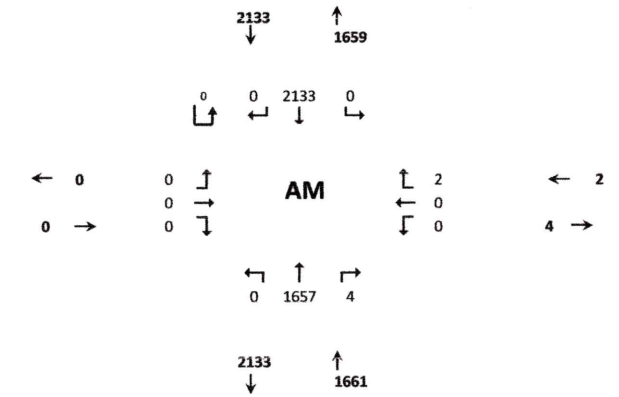
N/S STREET: US-1 | Existing | **E/W STREET:** 7th Street | **CONTROL:** Unsignlized

FILENAME: Creekside

COUNT DATE: 7/12/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** US-1 x 7th Street

REPORT DATE: 7/15/2023 | **ANALYSIS YEAR:** 2023

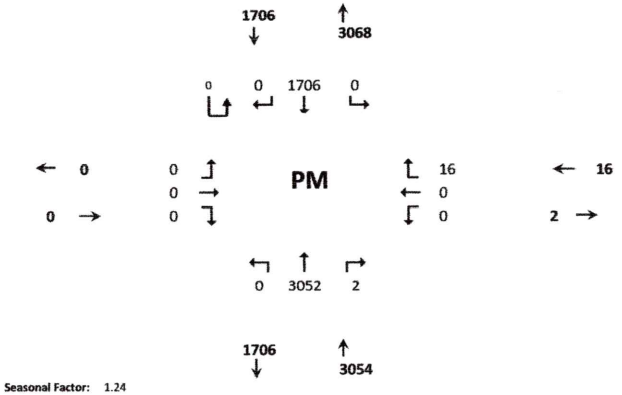
15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	228	0	0	0	320	0	0	0	0	0	0	0	548	2653
7:15-7:30	0	273	0	0	0	337	0	0	0	0	0	0	0	610	2899
7:30-7:45	0	306	0	0	0	459	0	0	0	0	0	0	0	765	3056
7:45-8:00	0	274	0	0	0	456	0	0	0	0	0	0	0	730	3054
8:00-8:15	0	364	1	0	0	428	0	0	0	0	0	0	1	794	3061
8:15-8:30	0	341	1	0	0	425	0	0	0	0	0	0	0	767	
8:30-8:45	0	324	1	0	0	437	0	0	0	0	0	0	1	763	
8:45-9:00	0	307	0	0	0	430	0	0	0	0	0	0	0	737	
AM PEAK HOUR IS FROM:			8:00AM TO 9:00AM												
Volumes	0	1336	3	0	0	1720	0	0	0	0	0	0	2	3061	
Season Factor	0	1657	4	0	0	2133	0	0	0	0	0	0	2	3796	
Growth	0	1657	4	0	0	2133	0	0	0	0	0	0	2	3796	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	1657	4	0	0	2133	0	0	0	0	0	0	2	3796	



Seasonal Factor: 1.24
Trips In 0
Trips Out 0
Growth Rate: 1
Years Grown: 0

C-27

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	387	3	0	0	324	0	0	0	0	0	0	4	718	3596
4:15-4:30	0	589	2	0	0	339	0	0	0	0	0	0	2	932	3852
4:30-4:45	0	598	0	0	0	347	0	0	0	0	0	0	2	947	3838
4:45-5:00	0	644	0	0	0	346	0	0	0	0	0	0	9	999	3751
5:00-5:15	0	630	0	0	0	344	0	0	0	0	0	0	0	974	3552
5:15-5:30	0	605	0	0	0	313	0	0	0	0	0	0	0	918	
5:30-5:45	0	554	0	0	0	306	0	0	0	0	0	0	0	860	
5:45-6:00	0	517	0	0	0	283	0	0	0	0	0	0	0	800	
PM PEAK HOUR IS FROM:			4:15PM TO 5:15PM												
Volumes	0	2461	2	0	0	1376	0	0	0	0	0	0	13	3852	
Season Factor	0	3052	2	0	0	1706	0	0	0	0	0	0	16	4776	
Growth	0	3052	2	0	0	1706	0	0	0	0	0	0	16	4776	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	3052	2	0	0	1706	0	0	0	0	0	0	16	4776	



Seasonal Factor: 1.24
Growth Rate: 1
Trips In: 0
Trips Out: 0
Years Grown: 0

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	1657	4	0	2133
Future Vol, veh/h	0	2	1657	4	0	2133
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	1726	4	0	2222

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	865	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	255	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	255	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.2	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	255	-
HCM Lane V/C Ratio	-	-	0.008	-
HCM Control Delay (s)	-	-	19.2	-
HCM Lane LOS	-	-	C	-
HCM 95th %tile Q(veh)	-	-	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	16	3052	2	0	1706
Future Vol, veh/h	0	16	3052	2	0	1706
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	17	3179	2	0	1777

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	1591	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	82	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	82	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

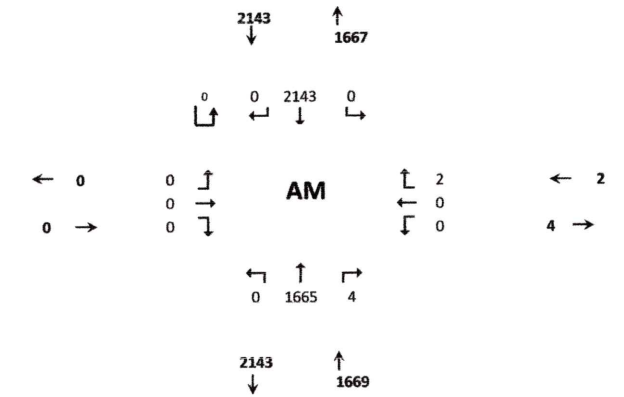
Approach	WB	NB	SB
HCM Control Delay, s	59.8	0	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	82	-
HCM Lane V/C Ratio	-	-	0.203	-
HCM Control Delay (s)	-	-	59.8	-
HCM Lane LOS	-	-	F	-
HCM 95th %tile Q(veh)	-	-	0.7	-

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 | Without Project | **E/W STREET:** 7th Street | **CONTROL:** Unsignalized
FILENAME: Creekside
COUNT DATE: 7/12/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** US-1 x 7th Street
REPORT DATE: 7/15/2023 | **ANALYSIS YEAR:** 2024

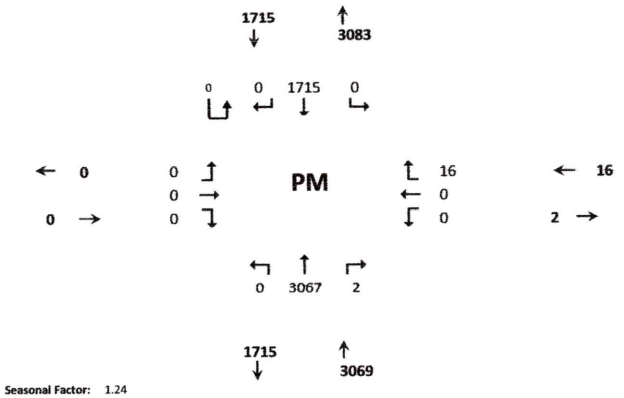
15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	228	0	0	0	320	0	0	0	0	0	0	0	548	2653
7:15-7:30	0	273	0	0	0	337	0	0	0	0	0	0	0	610	2899
7:30-7:45	0	306	0	0	0	459	0	0	0	0	0	0	0	765	3056
7:45-8:00	0	274	0	0	0	456	0	0	0	0	0	0	0	730	3054
8:00-8:15	0	364	1	0	0	428	0	0	0	0	0	0	1	794	3061
8:15-8:30	0	341	1	0	0	425	0	0	0	0	0	0	0	767	
8:30-8:45	0	324	1	0	0	437	0	0	0	0	0	0	1	763	
8:45-9:00	0	307	0	0	0	430	0	0	0	0	0	0	0	737	
AM PEAK HOUR IS FROM:		8:00AM TO 9:00AM													
Volumes	0	1336	3	0	0	1720	0	0	0	0	0	0	2	3061	
Season Factor	0	1657	4	0	0	2133	0	0	0	0	0	0	2	3796	
Growth	0	1665	4	0	0	2143	0	0	0	0	0	0	2	3815	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	0	1665	4	0	0	2143	0	0	0	0	0	0	2	3814	



Seasonal Factor: 1.24
Trips In 0
Trips Out 0
Growth Rate: 1.005
Years Grown: 1

C-30

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	387	3	0	0	324	0	0	0	0	0	0	4	718	3596
4:15-4:30	0	589	2	0	0	339	0	0	0	0	0	0	2	932	3852
4:30-4:45	0	598	0	0	0	347	0	0	0	0	0	0	2	947	3838
4:45-5:00	0	644	0	0	0	346	0	0	0	0	0	0	9	999	3751
5:00-5:15	0	630	0	0	0	344	0	0	0	0	0	0	0	974	3552
5:15-5:30	0	605	0	0	0	313	0	0	0	0	0	0	0	918	
5:30-5:45	0	554	0	0	0	306	0	0	0	0	0	0	0	860	
5:45-6:00	0	517	0	0	0	283	0	0	0	0	0	0	0	800	
PM PEAK HOUR IS FROM:		4:15PM TO 5:15PM													
Volumes	0	2461	2	0	0	1376	0	0	0	0	0	0	13	3852	
Season Factor	0	3052	2	0	0	1706	0	0	0	0	0	0	16	4776	
Growth	0	3067	2	0	0	1715	0	0	0	0	0	0	16	4800	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	0	3067	2	0	0	1715	0	0	0	0	0	0	16	4800	



Seasonal Factor: 1.24
Growth Rate: 1.005
Trips In: 0
Trips Out: 0
Years Grown: 1

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	2	1665	4	0	2143
Future Vol, veh/h	0	2	1665	4	0	2143
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2	1734	4	0	2232

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	869	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	253	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	253	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.3	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	253	-
HCM Lane V/C Ratio	-	-	0.008	-
HCM Control Delay (s)	-	-	19.3	-
HCM Lane LOS	-	-	C	-
HCM 95th %tile Q(veh)	-	-	0	-

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	16	3067	2	0	1715
Future Vol, veh/h	0	16	3067	2	0	1715
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	17	3195	2	0	1786

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	1599	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	81	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	81	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

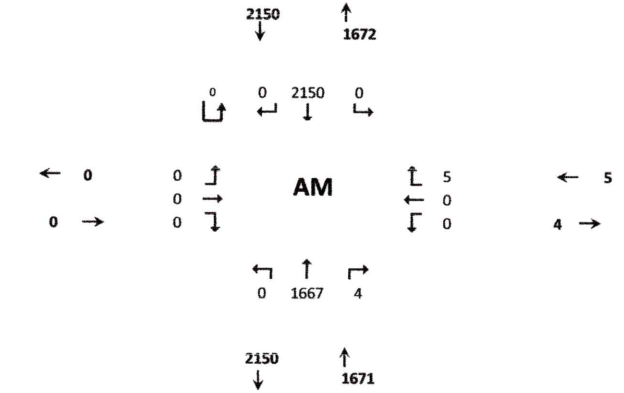
Approach	WB	NB	SB
HCM Control Delay, s	60.6	0	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	81	-
HCM Lane V/C Ratio	-	-	0.206	-
HCM Control Delay (s)	-	-	60.6	-
HCM Lane LOS	-	-	F	-
HCM 95th %tile Q(veh)	-	-	0.7	-

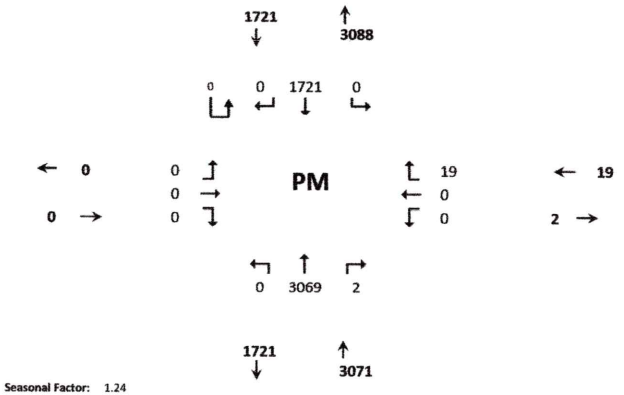
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 | With Project | **E/W STREET:** 7th Street | **CONTROL:** Unsignalized
FILENAME: Creekside
COUNT DATE: 7/12/2023 | **DAY:** Wednesday | **CITY:** Stuart | **INTERSECTION:** US-1 x 7th Street
REPORT DATE: 7/15/2023 | **ANALYSIS YEAR:** 2024

15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	228	0	0	0	320	0	0	0	0	0	0	0	548	2653
7:15-7:30	0	273	0	0	0	337	0	0	0	0	0	0	0	610	2899
7:30-7:45	0	306	0	0	0	459	0	0	0	0	0	0	0	765	3056
7:45-8:00	0	274	0	0	0	456	0	0	0	0	0	0	0	730	3054
8:00-8:15	0	364	1	0	0	428	0	0	0	0	0	0	1	794	3061
8:15-8:30	0	341	1	0	0	425	0	0	0	0	0	0	0	767	
8:30-8:45	0	324	1	0	0	437	0	0	0	0	0	0	1	763	
8:45-9:00	0	307	0	0	0	430	0	0	0	0	0	0	0	737	
AM PEAK HOUR IS FROM:			8:00AM TO 9:00AM												
Volumes	0	1336	3	0	0	1720	0	0	0	0	0	0	2	3061	
Season Factor	0	1657	4	0	0	2133	0	0	0	0	0	0	2	3796	
Growth	0	1665	4	0	0	2143	0	0	0	0	0	0	2	3815	
In/Out	-	OUT	-	-	-	IN	-	-	-	-	-	-	OUT		
Percentage	0%	10%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	10%		
PROJECT	0	2	0	0	0	6	0	0	0	0	0	0	2	**11**	
Total	0	1667	4	0	0	2150	0	0	0	0	0	0	5	3826	



15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	387	3	0	0	324	0	0	0	0	0	0	4	718	3596
4:15-4:30	0	589	2	0	0	339	0	0	0	0	0	0	2	932	3852
4:30-4:45	0	598	0	0	0	347	0	0	0	0	0	0	2	947	3838
4:45-5:00	0	644	0	0	0	346	0	0	0	0	0	0	9	999	3751
5:00-5:15	0	630	0	0	0	344	0	0	0	0	0	0	0	974	3552
5:15-5:30	0	605	0	0	0	313	0	0	0	0	0	0	0	918	
5:30-5:45	0	554	0	0	0	306	0	0	0	0	0	0	0	860	
5:45-6:00	0	517	0	0	0	283	0	0	0	0	0	0	0	800	
PM PEAK HOUR IS FROM:			4:15PM TO 5:15PM												
Volumes	0	2461	2	0	0	1376	0	0	0	0	0	0	13	3852	
Season Factor	0	3052	2	0	0	1706	0	0	0	0	0	0	16	4776	
Growth	0	3067	2	0	0	1715	0	0	0	0	0	0	16	4800	
In/Out	-	OUT	-	-	-	IN	-	-	-	-	-	-	OUT		
Percentage	0%	10%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	10%		
Project	0	2	0	0	0	6	0	0	0	0	0	0	2	**11**	
Total	0	3069	2	0	0	1721	0	0	0	0	0	0	19	4811	



C-33

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	5	1667	4	0	2150
Future Vol, veh/h	0	5	1667	4	0	2150
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	1736	4	0	2240

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	870	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	253	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	253	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.5	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	253	-
HCM Lane V/C Ratio	-	-	0.021	-
HCM Control Delay (s)	-	-	19.5	-
HCM Lane LOS	-	-	C	-
HCM 95th %tile Q(veh)	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	19	3069	2	0	1721
Future Vol, veh/h	0	19	3069	2	0	1721
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	20	3197	2	0	1793

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	1600	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	81	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	81	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	63.3	0	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	81	-
HCM Lane V/C Ratio	-	-	0.244	-
HCM Control Delay (s)	-	-	63.3	-
HCM Lane LOS	-	-	F	-
HCM 95th %tile Q(veh)	-	-	0.9	-

O'Rourke Engineering & Planning

Standard Report

Location: 7th Street x US-1
Unit ID: 02
Study Date: Tuesday July 11, 2023
Interval: 15 minutes

Vehicles

	Southbound				Westbound				Northbound				Eastbound				Grand
	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	**Total**
15:03	0	0	0	**0**	0	0	4	**4**	0	0	3	**3**	0	0	0	**0**	**7**
15:15	0	0	0	**0**	0	0	2	**2**	0	0	2	**2**	0	0	0	**0**	**4**
15:30	0	0	0	**0**	0	0	2	**2**	0	0	0	**0**	0	0	0	**0**	**2**
15:45	0	0	0	**0**	0	0	9	**9**	0	0	0	**0**	0	0	0	**0**	**9**
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**17**	**17**	**0**	**0**	**5**	**5**	**0**	**0**	**0**	**0**	**22**
16:00	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Total	**0**	**0**	**0**	**0**	**0**	**0**	**17**	**17**	**0**	**0**	**5**	**5**	**0**	**0**	**0**	**0**	**22**
Table %	0.0	0.0	0.0	**0.0**	0.0	0.0	77.3	**77.3**	0.0	0.0	22.7	**22.7**	0.0	0.0	0.0	**0.0**	**100.0**
Intersection %	0.0	0.0	0.0	**0.0**	0.0	0.0	77.3	**77.3**	0.0	0.0	22.7	**22.7**	0.0	0.0	0.0	**0.0**	**100.0**
Approach %	0	0	0	**0**	0.0	0.0	100.0	**100.0**	0.0	0.0	100.0	**100.0**	0	0	0	**0**	**-**
Total Approach %	0	0	0	**0**	0.0	0.0	100.0	**100.0**	0.0	0.0	100.0	**100.0**	0	0	0	**0**	**-**
Peak Hour	-	-	-	**-**	-	-	15:03	**15:03**	-	-	15:03	**15:03**	-	-	-	**-**	**15:03**
Peak Total	0	0	0	**0**	0	0	17	**17**	0	0	5	**5**	0	0	0	**0**	**22**
Peak Factor (PHF)	-	-	-	**-**	-	-	0.5	**0.5**	-	-	0.4	**0.4**	-	-	-	**-**	**0.6**

Pedestrians

	Other	**Grand**
	Peds	**Total**
15:03	0	**0**
15:15	0	**0**
15:30	0	**0**
15:45	0	**0**
Subtotal	**0**	**0**
16:00	0	**0**
Total	**0**	**0**
Table %	0	**0**
Intersection %	0.0	**0**
Approach %	0	**-**
Total Approach %	0	**-**
Peak Hour	-	**-**
Peak Total	0	**0**

O'Rourke Engineering & Planning

Standard Report

Location: 7th Street x US-1
Unit ID: 02
Study Date: Wednesday July 12, 2023
Interval: 15 minutes

Vehicles

	Southbound				Westbound				Northbound				Eastbound				Grand
	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	Left	Thru	Right	**Total**	**Total**
07:05	0	0	0	**0**	0	0	1	**1**	0	0	1	**1**	0	0	0	**0**	**2**
07:15	0	0	0	**0**	0	0	0	**0**	0	0	1	**1**	0	0	0	**0**	**1**
07:30	0	0	0	**0**	0	0	1	**1**	0	0	1	**1**	0	0	0	**0**	**2**
07:45	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**2**	**0**	**0**	**3**	**3**	**0**	**0**	**0**	**0**	**5**
08:00	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Total	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**2**	**0**	**0**	**3**	**3**	**0**	**0**	**0**	**0**	**5**
Table %	0.0	0.0	0.0	**0.0**	0.0	0.0	40.0	**40.0**	0.0	0.0	60.0	**60.0**	0.0	0.0	0.0	**0.0**	**100.0**
Intersection %	0.0	0.0	0.0	**0.0**	0.0	0.0	40.0	**40.0**	0.0	0.0	60.0	**60.0**	0.0	0.0	0.0	**0.0**	**100.0**
Approach %	0	0	0	**0**	0.0	0.0	100.0	**100.0**	0.0	0.0	100.0	**100.0**	0	0	0	**0**	-
Total Approach %	0	0	0	**0**	0.0	0.0	100.0	**100.0**	0.0	0.0	100.0	**100.0**	0	0	0	**0**	-
Peak Hour	-	-	-	-	-	-	07:05	**07:05**	-	-	07:05	**07:05**	-	-	-	-	**07:05**
Peak Total	0	0	0	**0**	0	0	2	**2**	0	0	3	**3**	0	0	0	**0**	**5**
Peak Factor (PHF)	-	-	-	-	-	-	0.5	**0.5**	-	-	0.8	**0.8**	-	-	-	-	**0.6**

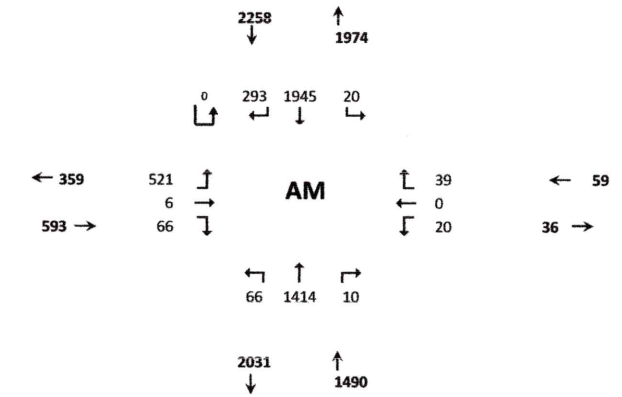
Pedestrians

	Other Peds	Grand Total
07:05	0	**0**
07:15	0	**0**
07:30	0	**0**
07:45	0	**0**
Subtotal	**0**	**0**
08:00	0	**0**
Total	**0**	**0**
Table %	0	**0**
Intersection %	0.0	**0**
Approach %	0	-
Total Approach %	0	-
Peak Hour	-	-
Peak Total	0	**0**

TURNING MOVEMENT VOLUME COUNTS

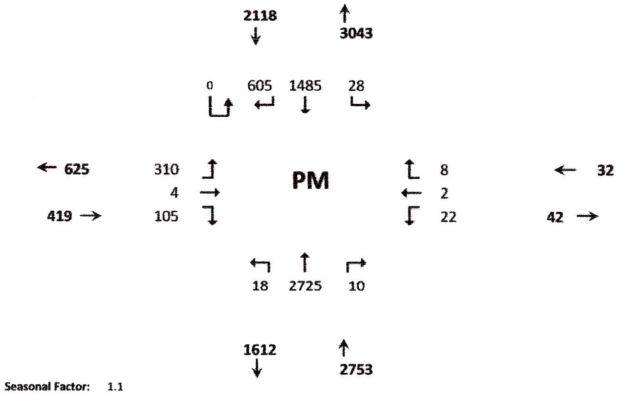
N/S STREET: US-1 | Existing | **E/W STREET:** Palm City Rd/Royal Palm Financial Center Entrance | **CONTROL:** TWSC
FILENAME: Creekside
COUNT DATE: 5/2/2023 | **DAY:** Tuesday | **CITY:** Stuart | **INTERSECTION:** US-1 x Palm City Rd
REPORT DATE: 5/4/2023 | **ANALYSIS YEAR:** 2023

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	228	1	0	2	320	38	77	0	6	2	1	7	693	3442
7:15-7:30	19	273	4	0	3	337	53	84	1	5	1	0	6	786	3768
7:30-7:45	17	306	2	0	7	459	49	126	0	11	3	0	9	989	3998
7:45-8:00	16	274	2	0	4	456	72	120	2	15	5	0	8	974	3965
8:00-8:15	11	364	3	0	4	428	77	102	0	16	4	0	10	1019	3916
8:15-8:30	16	341	2	0	3	425	68	126	3	18	6	0	8	1016	
8:30-8:45	18	324	1	0	1	437	48	101	0	18	3	1	4	956	
8:45-9:00	13	307	3	0	3	430	55	90	1	16	1	0	6	925	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM												
Volumes	60	1285	9	0	18	1768	266	474	5	60	18	0	35	3998	
Season Factor	66	1414	10	0	20	1945	293	521	6	66	20	0	39	4398	
Growth	66	1414	10	0	20	1945	293	521	6	66	20	0	39	4398	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	66	1414	10	0	20	1945	293	521	6	66	20	0	39	4400	



Seasonal Factor: 1.1
Trips In 0
Trips Out 0
Growth Rate: 1
Years Grown: 0

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	5	387	1	0	6	324	121	53	2	20	5	0	1	925	4539
4:15-4:30	4	589	0	0	4	339	124	62	0	20	2	1	3	1148	4829
4:30-4:45	4	598	4	0	6	347	138	63	2	24	6	0	2	1194	4837
4:45-5:00	3	644	3	0	6	346	156	77	1	30	4	1	1	1272	4706
5:00-5:15	3	630	0	0	9	344	135	66	0	21	5	0	2	1215	4408
5:15-5:30	6	605	2	0	4	313	121	76	1	20	5	1	2	1156	
5:30-5:45	5	554	2	0	8	306	110	55	1	13	5	1	3	1063	
5:45-6:00	5	517	0	0	4	283	103	45	0	11	2	0	4	974	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM												
Volumes	16	2477	9	0	25	1350	550	282	4	95	20	2	7	4837	
Season Factor	18	2725	10	0	28	1485	605	310	4	105	22	2	8	5321	
Growth	18	2725	10	0	28	1485	605	310	4	105	22	2	8	5321	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	18	2725	10	0	28	1485	605	310	4	105	22	2	8	5322	

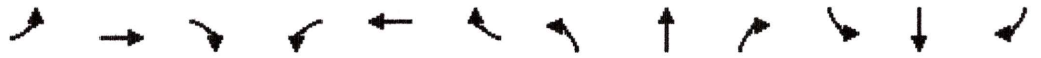


Seasonal Factor: 1.1
Growth Rate: 1
Trips In: 0
Trips Out: 0
Years Grown: 0

C 38

HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	521	6	66	20	0	39	66	1414	10	20	1945	293
Future Volume (veh/h)	521	6	66	20	0	39	66	1414	10	20	1945	293
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	532	6	67	20	0	40	67	1443	10	20	1985	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	343	4	308	62	0	55	160	2812	19	312	2935	
Arrive On Green	0.19	0.19	0.19	0.03	0.00	0.03	0.04	0.54	0.54	0.08	0.57	0.00
Sat Flow, veh/h	1762	20	1585	1781	0	1585	1781	5232	36	1781	5106	1585
Grp Volume(v), veh/h	538	0	67	20	0	40	67	939	514	20	1985	0
Grp Sat Flow(s),veh/h/ln	1782	0	1585	1781	0	1585	1781	1702	1864	1781	1702	1585
Q Serve(g_s), s	31.1	0.0	5.7	1.8	0.0	4.0	3.0	28.2	28.2	0.0	43.3	0.0
Cycle Q Clear(g_c), s	31.1	0.0	5.7	1.8	0.0	4.0	3.0	28.2	28.2	0.0	43.3	0.0
Prop In Lane	0.99		1.00	1.00		1.00	1.00		0.02	1.00		1.00
Lane Grp Cap(c), veh/h	346	0	308	62	0	55	160	1830	1002	312	2935	
V/C Ratio(X)	1.55	0.00	0.22	0.32	0.00	0.72	0.42	0.51	0.51	0.06	0.68	
Avail Cap(c_a), veh/h	346	0	308	70	0	62	176	1830	1002	312	2935	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	64.5	0.0	54.2	75.4	0.0	76.4	28.9	23.6	23.6	27.8	23.7	0.0
Incr Delay (d2), s/veh	262.7	0.0	0.4	2.9	0.0	29.9	1.7	1.0	1.9	0.1	1.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	60.1	0.0	0.1	1.5	0.0	3.8	2.5	17.3	19.0	0.9	24.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	327.1	0.0	54.6	78.3	0.0	106.4	30.7	24.7	25.5	27.9	24.9	0.0
LnGrp LOS	F	A	D	E	A	F	C	C	C	C	C	
Approach Vol, veh/h		605			60			1520			2005	
Approach Delay, s/veh		296.9			97.0			25.2			25.0	
Approach LOS		F			F			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.5	98.2		12.3	18.7	92.0		37.0				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	8.1	* 90		* 6.3	11.8	* 86		31.1				
Max Q Clear Time (g_c+I1), s	5.0	45.3		6.0	2.0	30.2		33.1				
Green Ext Time (p_c), s	0.0	25.1		0.0	0.0	15.2		0.0				

Intersection Summary	
HCM 6th Ctrl Delay	65.4
HCM 6th LOS	E

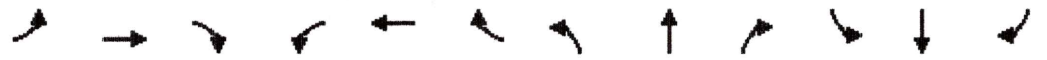
Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	310	4	105	22	2	8	18	2725	10	28	1485	605
Future Volume (veh/h)	310	4	105	22	2	8	18	2725	10	28	1485	605
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	326	4	111	23	2	8	19	2868	11	29	1563	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	354	4	318	33	3	32	182	2749	11	237	3110	
Arrive On Green	0.20	0.20	0.20	0.02	0.02	0.02	0.02	0.52	0.52	0.11	0.61	0.00
Sat Flow, veh/h	1761	22	1585	1645	143	1585	1781	5251	20	1781	5106	1585
Grp Volume(v), veh/h	330	0	111	25	0	8	19	1858	1021	29	1563	0
Grp Sat Flow(s),veh/h/ln	1782	0	1585	1788	0	1585	1781	1702	1867	1781	1702	1585
Q Serve(g_s), s	30.9	0.0	10.2	2.4	0.0	0.8	0.9	89.0	89.0	0.0	29.3	0.0
Cycle Q Clear(g_c), s	30.9	0.0	10.2	2.4	0.0	0.8	0.9	89.0	89.0	0.0	29.3	0.0
Prop In Lane	0.99		1.00	0.92		1.00	1.00		0.01	1.00		1.00
Lane Grp Cap(c), veh/h	358	0	318	36	0	32	182	1782	977	237	3110	
V/C Ratio(X)	0.92	0.00	0.35	0.69	0.00	0.25	0.10	1.04	1.04	0.12	0.50	
Avail Cap(c_a), veh/h	410	0	365	87	0	77	234	1782	977	237	3110	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	66.6	0.0	58.4	82.7	0.0	82.0	24.5	40.5	40.5	67.4	18.7	0.0
Incr Delay (d2), s/veh	24.4	0.0	0.7	20.5	0.0	3.9	0.2	33.4	41.1	0.2	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	23.2	0.0	7.6	2.4	0.0	0.7	0.7	57.9	65.5	2.1	17.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.0	0.0	59.0	103.2	0.0	85.9	24.7	73.9	81.6	67.6	19.3	0.0
LnGrp LOS	F	A	E	F	A	F	C	F	F	E	B	
Approach Vol, veh/h		441			33			2898			1592	
Approach Delay, s/veh		82.9			99.0			76.3			20.2	
Approach LOS		F			F			E			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.0	109.8		10.2	24.8	95.0		40.0				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	9.1	* 89		* 8.3	8.8	* 89		39.1				
Max Q Clear Time (g_c+I1), s	2.9	31.3		4.4	2.0	91.0		32.9				
Green Ext Time (p_c), s	0.0	18.8		0.0	0.0	0.0		1.3				

Intersection Summary	
HCM 6th Ctrl Delay	59.0
HCM 6th LOS	E

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

TURNING MOVEMENT VOLUME COUNTS

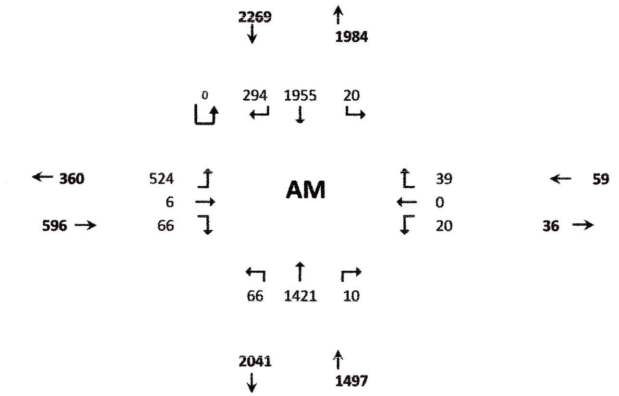
N/S STREET: US-1 | Without Project | **E/W STREET:** Palm City Rd/Royal Palm Financial Center Entrance | **CONTROL:** TWSC

FILENAME: Creekside

COUNT DATE: 5/2/2023 | **DAY:** Tuesday | **CITY:** Stuart | **INTERSECTION:** US-1 x Palm City Rd

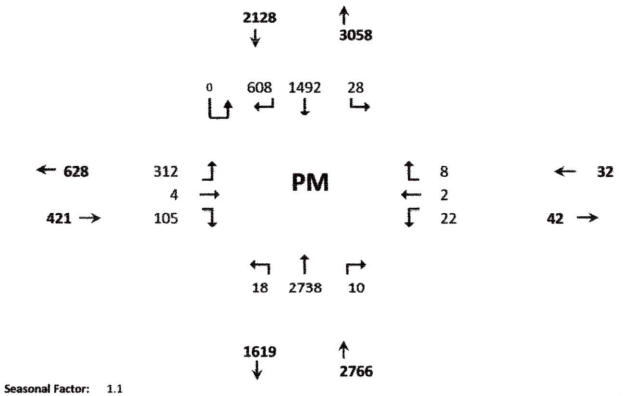
REPORT DATE: 5/4/2023 | **ANALYSIS YEAR:** 2024

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	228	1	0	2	320	38	77	0	6	2	1	7	693	3442
7:15-7:30	19	273	4	0	3	337	53	84	1	5	1	0	6	786	3768
7:30-7:45	17	306	2	0	7	459	49	126	0	11	3	0	9	989	3998
7:45-8:00	16	274	2	0	4	456	72	120	2	15	5	0	8	974	3965
8:00-8:15	11	364	3	0	4	428	77	102	0	16	4	0	10	1019	3916
8:15-8:30	16	341	2	0	3	425	68	126	3	18	6	0	8	1016	
8:30-8:45	18	324	1	0	1	437	48	101	0	18	3	1	4	956	
8:45-9:00	13	307	3	0	3	430	55	90	1	16	1	0	6	925	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM												
Volumes	60	1285	9	0	18	1768	266	474	5	60	18	0	35	3998	
Season Factor	66	1414	10	0	20	1945	293	521	6	66	20	0	39	4398	
Growth	66	1421	10	0	20	1955	294	524	6	66	20	0	39	4420	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	66	1421	10	0	20	1955	294	524	6	66	20	0	39	4421	



Seasonal Factor: 1.1
Trips In 0
Trips Out 0
Growth Rate: 1.005
Years Grown: 1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	5	387	1	0	6	324	121	53	2	20	5	0	1	925	4539
4:15-4:30	4	589	0	0	4	339	124	62	0	20	2	1	3	1148	4829
4:30-4:45	4	598	4	0	6	347	138	63	2	24	6	0	2	1194	4837
4:45-5:00	3	644	3	0	6	346	156	77	1	30	4	1	1	1272	4706
5:00-5:15	3	630	0	0	9	344	135	66	0	21	5	0	2	1215	4408
5:15-5:30	6	605	2	0	4	313	121	76	1	20	5	1	2	1156	
5:30-5:45	5	554	2	0	8	306	110	55	1	13	5	1	3	1063	
5:45-6:00	5	517	0	0	4	283	103	45	0	11	2	0	4	974	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM												
Volumes	16	2477	9	0	25	1350	550	282	4	95	20	2	7	4837	
Season Factor	18	2725	10	0	28	1485	605	310	4	105	22	2	8	5321	
Growth	18	2738	10	0	28	1492	608	312	4	105	22	2	8	5347	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	18	2738	10	0	28	1492	608	312	4	105	22	2	8	5347	



Seasonal Factor: 1.1
Growth Rate: 1.005
Trips In: 0
Trips Out: 0
Years Grown: 1

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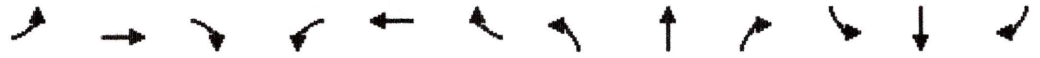
HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	524	6	66	20	0	39	66	1421	10	20	1955	294
Future Volume (veh/h)	524	6	66	20	0	39	66	1421	10	20	1955	294
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	535	6	67	20	0	40	67	1450	10	20	1995	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	343	4	308	62	0	55	159	2812	19	311	2935	
Arrive On Green	0.19	0.19	0.19	0.03	0.00	0.03	0.04	0.54	0.54	0.08	0.57	0.00
Sat Flow, veh/h	1762	20	1585	1781	0	1585	1781	5232	36	1781	5106	1585
Grp Volume(v), veh/h	541	0	67	20	0	40	67	943	517	20	1995	0
Grp Sat Flow(s),veh/h/ln	1782	0	1585	1781	0	1585	1781	1702	1864	1781	1702	1585
Q Serve(g_s), s	31.1	0.0	5.7	1.8	0.0	4.0	3.0	28.4	28.4	0.0	43.6	0.0
Cycle Q Clear(g_c), s	31.1	0.0	5.7	1.8	0.0	4.0	3.0	28.4	28.4	0.0	43.6	0.0
Prop In Lane	0.99		1.00	1.00		1.00	1.00		0.02	1.00		1.00
Lane Grp Cap(c), veh/h	346	0	308	62	0	55	159	1830	1002	311	2935	
V/C Ratio(X)	1.56	0.00	0.22	0.32	0.00	0.72	0.42	0.52	0.52	0.06	0.68	
Avail Cap(c_a), veh/h	346	0	308	70	0	62	176	1830	1002	311	2935	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	64.5	0.0	54.2	75.4	0.0	76.4	29.1	23.7	23.7	27.9	23.7	0.0
Incr Delay (d2), s/veh	266.5	0.0	0.4	2.9	0.0	29.9	1.8	1.0	1.9	0.1	1.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	60.7	0.0	0.1	1.5	0.0	3.8	2.5	17.4	19.1	0.9	24.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	330.9	0.0	54.6	78.3	0.0	106.4	30.9	24.7	25.6	28.0	25.0	0.0
LnGrp LOS	F	A	D	E	A	F	C	C	C	C	C	
Approach Vol, veh/h		608			60			1527			2015	
Approach Delay, s/veh		300.5			97.0			25.3			25.1	
Approach LOS		F			F			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.5	98.2		12.3	18.7	92.0		37.0				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	8.1	* 90		* 6.3	11.8	* 86		31.1				
Max Q Clear Time (g_c+I1), s	5.0	45.6		6.0	2.0	30.4		33.1				
Green Ext Time (p_c), s	0.0	25.2		0.0	0.0	15.3		0.0				

Intersection Summary	
HCM 6th Ctrl Delay	65.9
HCM 6th LOS	E

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	312	4	105	22	2	8	18	2738	10	28	1492	608
Future Volume (veh/h)	312	4	105	22	2	8	18	2738	10	28	1492	608
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	328	4	111	23	2	8	19	2882	11	29	1571	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	355	4	320	33	3	32	181	2749	10	235	3105	
Arrive On Green	0.20	0.20	0.20	0.02	0.02	0.02	0.02	0.52	0.52	0.11	0.61	0.00
Sat Flow, veh/h	1761	21	1585	1645	143	1585	1781	5251	20	1781	5106	1585
Grp Volume(v), veh/h	332	0	111	25	0	8	19	1867	1026	29	1571	0
Grp Sat Flow(s),veh/h/ln	1782	0	1585	1788	0	1585	1781	1702	1867	1781	1702	1585
Q Serve(g_s), s	31.1	0.0	10.2	2.4	0.0	0.8	0.9	89.0	89.0	0.0	29.6	0.0
Cycle Q Clear(g_c), s	31.1	0.0	10.2	2.4	0.0	0.8	0.9	89.0	89.0	0.0	29.6	0.0
Prop In Lane	0.99		1.00	0.92		1.00	1.00		0.01	1.00		1.00
Lane Grp Cap(c), veh/h	360	0	320	36	0	32	181	1782	977	235	3105	
V/C Ratio(X)	0.92	0.00	0.35	0.69	0.00	0.25	0.11	1.05	1.05	0.12	0.51	
Avail Cap(c_a), veh/h	410	0	365	87	0	77	233	1782	977	235	3105	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	66.5	0.0	58.2	82.7	0.0	82.0	24.5	40.5	40.5	67.6	18.9	0.0
Incr Delay (d2), s/veh	24.6	0.0	0.6	20.5	0.0	3.9	0.3	35.1	42.7	0.2	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	23.3	0.0	7.6	2.4	0.0	0.7	0.7	58.6	66.3	2.1	17.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.2	0.0	58.9	103.2	0.0	85.9	24.8	75.6	83.2	67.8	19.4	0.0
LnGrp LOS	F	A	E	F	A	F	C	F	F	E	B	
Approach Vol, veh/h		443			33			2912			1600	
Approach Delay, s/veh		83.1			99.0			77.9			20.3	
Approach LOS		F			F			E			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.0	109.6		10.2	24.6	95.0		40.2				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	9.1	* 89		* 8.3	8.8	* 89		39.1				
Max Q Clear Time (g_c+I1), s	2.9	31.6		4.4	2.0	91.0		33.1				
Green Ext Time (p_c), s	0.0	18.9		0.0	0.0	0.0		1.2				

Intersection Summary		
HCM 6th Ctrl Delay		60.0
HCM 6th LOS		E

Notes

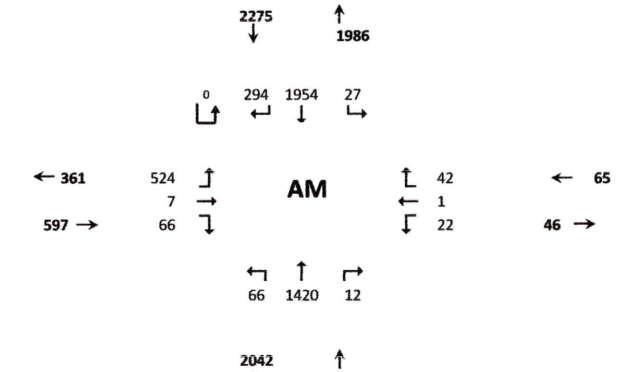
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 | With Project | **E/W STREET:** Palm City Rd/Royal Palm Financial Center Entrance | **CONTROL:** TWSC
FILENAME: Creekside
COUNT DATE: 5/2/2023 | **DAY:** Tuesday | **CITY:** Stuart | **INTERSECTION:** US-1 x Palm City Rd
REPORT DATE: 5/4/2023 | **ANALYSIS YEAR:** 2024

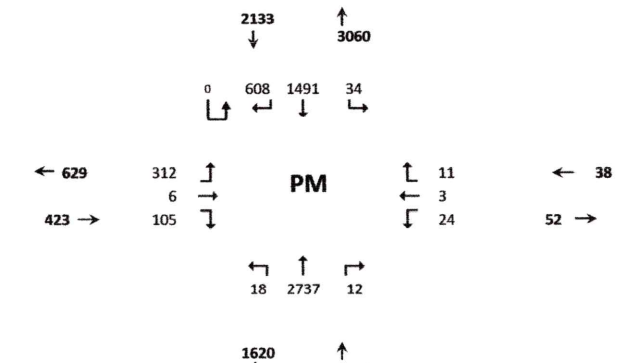
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	228	1	0	2	320	38	77	0	6	2	1	7	693	3442
7:15-7:30	19	273	4	0	3	337	53	84	1	5	1	0	6	786	3768
7:30-7:45	17	306	2	0	7	459	49	126	0	11	3	0	9	989	3998
7:45-8:00	16	274	2	0	4	456	72	120	2	15	5	0	8	974	3965
8:00-8:15	11	364	3	0	4	428	77	102	0	16	4	0	10	1019	3916
8:15-8:30	16	341	2	0	3	425	68	126	3	18	6	0	8	1016	
8:30-8:45	18	324	1	0	1	437	48	101	0	18	3	1	4	956	
8:45-9:00	13	307	3	0	3	430	55	90	1	16	1	0	6	925	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM												
Volumes	60	1285	9	0	18	1768	266	474	5	60	18	0	35	3998	
Season Factor	66	1414	10	0	20	1945	293	521	6	66	20	0	39	4398	
Growth	66	1421	10	0	20	1955	294	524	6	66	20	0	39	4420	
In/Out	-	-	IN	-	IN	-	-	-	IN	-	OUT	OUT	OUT		
Percentage	0%	0%	5%	0%	20%	0%	0%	0%	5%	0%	5%	5%	10%		
PROJECT	0	0	2	0	6	0	0	0	2	0	1	1	2	**14**	
Pass-By		-1	1		1	-1					1		1		
Total	66	1420	12	0	27	1954	294	524	7	66	22	1	42	4435	



Seasonal Factor: 1.1
Trips In 31
Trips Out 23
Growth Rate: 1.005
Years Grown: 1

C-44

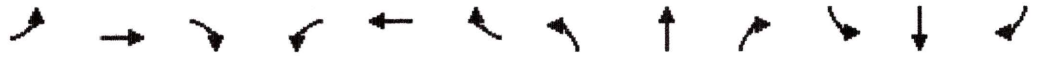
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBU	SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	5	387	1	0	6	324	121	53	2	20	5	0	1	925	4539
4:15-4:30	4	589	0	0	4	339	124	62	0	20	2	1	3	1148	4829
4:30-4:45	4	598	4	0	6	347	138	63	2	24	6	0	2	1194	4837
4:45-5:00	3	644	3	0	6	346	156	77	1	30	4	1	1	1272	4706
5:00-5:15	3	630	0	0	9	344	135	66	0	21	5	0	2	1215	4408
5:15-5:30	6	605	2	0	4	313	121	76	1	20	5	1	2	1156	
5:30-5:45	5	554	2	0	8	306	110	55	1	13	5	1	3	1063	
5:45-6:00	5	517	0	0	4	283	103	45	0	11	2	0	4	974	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM												
Volumes	16	2477	9	0	25	1350	550	282	4	95	20	2	7	4837	
Season Factor	18	2725	10	0	28	1485	605	310	4	105	22	2	8	5321	
Growth	18	2738	10	0	28	1492	608	312	4	105	22	2	8	5347	
In/Out	-	-	IN	-	IN	-	-	-	IN	-	OUT	OUT	OUT		
Percentage	0%	0%	5%	0%	20%	0%	0%	0%	5%	0%	5%	5%	10%		
Project	0	0	1	0	6	0	0	0	1	0	1	1	2	**14**	
Pass-By		-1	1		1	-1					1		1		
Total	18	2737	12	0	34	1491	608	312	6	105	24	3	11	5361	



Seasonal Factor: 1.1
Growth Rate: 1.005
Trips In: 29
Trips Out: 24
Years Grown: 1

HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	524	7	66	22	1	42	66	1420	12	27	1954	294
Future Volume (veh/h)	524	7	66	22	1	42	66	1420	12	27	1954	294
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	535	7	67	22	1	43	67	1449	12	28	1994	0
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	342	4	308	64	3	59	159	2808	23	306	2923	
Arrive On Green	0.19	0.19	0.19	0.04	0.04	0.04	0.04	0.54	0.54	0.08	0.57	0.00
Sat Flow, veh/h	1759	23	1585	1707	78	1585	1781	5223	43	1781	5106	1585
Grp Volume(v), veh/h	542	0	67	23	0	43	67	944	517	28	1994	0
Grp Sat Flow(s),veh/h/ln	1782	0	1585	1785	0	1585	1781	1702	1863	1781	1702	1585
Q Serve(g_s), s	31.1	0.0	5.7	2.0	0.0	4.3	3.0	28.4	28.4	0.0	43.8	0.0
Cycle Q Clear(g_c), s	31.1	0.0	5.7	2.0	0.0	4.3	3.0	28.4	28.4	0.0	43.8	0.0
Prop In Lane	0.99		1.00	0.96		1.00	1.00		0.02	1.00		1.00
Lane Grp Cap(c), veh/h	346	0	308	66	0	59	159	1830	1001	306	2923	
V/C Ratio(X)	1.56	0.00	0.22	0.35	0.00	0.73	0.42	0.52	0.52	0.09	0.68	
Avail Cap(c_a), veh/h	346	0	308	70	0	62	175	1830	1001	306	2923	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	64.5	0.0	54.2	75.1	0.0	76.2	29.2	23.7	23.7	28.8	24.0	0.0
Incr Delay (d2), s/veh	267.7	0.0	0.4	3.1	0.0	33.0	1.8	1.0	1.9	0.1	1.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	60.9	0.0	0.1	1.8	0.0	4.1	2.5	17.4	19.1	1.3	24.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	332.1	0.0	54.6	78.2	0.0	109.2	31.0	24.7	25.6	29.0	25.3	0.0
LnGrp LOS	F	A	D	E	A	F	C	C	C	C	C	
Approach Vol, veh/h		609			66			1528			2022	
Approach Delay, s/veh		301.6			98.4			25.3			25.4	
Approach LOS		F			F			C			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.5	97.8		12.7	18.3	92.0		37.0				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	8.1	* 90		* 6.3	11.8	* 86		31.1				
Max Q Clear Time (g_c+I1), s	5.0	45.8		6.3	2.0	30.4		33.1				
Green Ext Time (p_c), s	0.0	25.1		0.0	0.0	15.3		0.0				

Intersection Summary	
HCM 6th Ctrl Delay	66.3
HCM 6th LOS	E

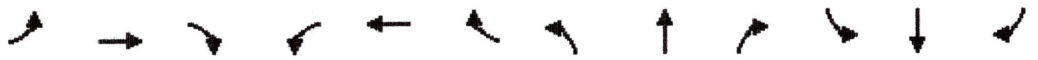
Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
11: US-1 & Palm City Road

11/20/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	312	6	105	24	3	11	18	2737	12	34	1491	608
Future Volume (veh/h)	312	6	105	24	3	11	18	2737	12	34	1491	608
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	328	6	111	25	3	12	19	2881	13	36	1569	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	355	6	321	37	4	37	180	2747	12	229	3085	
Arrive On Green	0.20	0.20	0.20	0.02	0.02	0.02	0.02	0.52	0.52	0.10	0.60	0.00
Sat Flow, veh/h	1751	32	1585	1599	192	1585	1781	5247	24	1781	5106	1585
Grp Volume(v), veh/h	334	0	111	28	0	12	19	1868	1026	36	1569	0
Grp Sat Flow(s),veh/h/ln	1783	0	1585	1790	0	1585	1781	1702	1866	1781	1702	1585
Q Serve(g_s), s	31.2	0.0	10.2	2.6	0.0	1.3	0.9	89.0	89.0	0.0	29.8	0.0
Cycle Q Clear(g_c), s	31.2	0.0	10.2	2.6	0.0	1.3	0.9	89.0	89.0	0.0	29.8	0.0
Prop In Lane	0.98		1.00	0.89		1.00	1.00		0.01	1.00		1.00
Lane Grp Cap(c), veh/h	362	0	321	42	0	37	180	1782	977	229	3085	
V/C Ratio(X)	0.92	0.00	0.35	0.67	0.00	0.33	0.11	1.05	1.05	0.16	0.51	
Avail Cap(c_a), veh/h	410	0	365	87	0	77	232	1782	977	229	3085	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	66.5	0.0	58.1	82.4	0.0	81.7	24.6	40.5	40.5	68.2	19.2	0.0
Incr Delay (d2), s/veh	24.8	0.0	0.6	17.1	0.0	5.0	0.3	35.2	43.0	0.3	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	23.5	0.0	7.6	2.6	0.0	1.0	0.7	58.7	66.4	2.6	17.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	91.3	0.0	58.7	99.5	0.0	86.7	24.8	75.7	83.5	68.5	19.8	0.0
LnGrp LOS	F	A	E	F	A	F	C	F	F	E	B	
Approach Vol, veh/h		445			40			2913			1605	
Approach Delay, s/veh		83.2			95.7			78.1			20.9	
Approach LOS		F			F			E			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.0	108.9		10.7	24.0	95.0		40.4				
Change Period (Y+Rc), s	5.9	* 6.2		* 6.7	6.2	* 6		5.9				
Max Green Setting (Gmax), s	9.1	* 89		* 8.3	8.8	* 89		39.1				
Max Q Clear Time (g_c+I1), s	2.9	31.8		4.6	2.0	91.0		33.2				
Green Ext Time (p_c), s	0.0	18.8		0.0	0.0	0.0		1.2				

Intersection Summary		
HCM 6th Ctrl Delay		60.3
HCM 6th LOS		E

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

DE TRAFFIC

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US 1 at SW Palm City Rd
Martin County, Fl

File Name : us 1 at palm
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Start Date : 5/2/2023
Page No : 1

Groups Printed- Automobiles - Commercial

	US 1 Southbound					SW Palm City Rd Westbound				US 1 Northbound				SW Palm City Rd Eastbound				
Start Time	Left	Thru	Right	Flow Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	2	320	0	38	360	2	1	7	10	11	228	1	240	77	0	6	83	693
07:15 AM	3	337	0	53	393	1	0	6	7	19	273	4	296	84	1	5	90	786
07:30 AM	7	459	1	49	516	3	0	9	12	17	306	2	325	126	0	11	137	990
07:45 AM	4	456	0	72	532	5	0	8	13	16	274	2	292	120	2	15	137	974
Total	16	1572	1	212	1801	11	1	30	42	63	1081	9	1153	407	3	37	447	3443
08:00 AM	4	428	1	77	510	4	0	10	14	11	364	3	378	102	0	16	118	1020
08:15 AM	3	425	0	68	496	6	0	8	14	16	341	2	359	126	3	18	147	1016
08:30 AM	1	437	0	48	486	3	1	4	8	18	324	1	343	101	0	18	119	956
08:45 AM	3	430	0	55	488	1	0	6	7	13	307	3	323	90	1	16	107	925
Total	11	1720	1	248	1980	14	1	28	43	58	1336	9	1403	419	4	68	491	3917
04:00 PM	6	324	0	121	451	5	0	1	6	5	387	1	393	53	2	20	75	925
04:15 PM	4	339	1	124	468	2	1	3	6	4	589	0	593	62	0	20	82	1149
04:30 PM	6	347	0	138	491	6	0	2	8	4	598	4	606	63	2	24	89	1194
04:45 PM	6	346	2	156	510	4	1	1	6	3	644	3	650	77	1	30	108	1274
Total	22	1356	3	539	1920	17	2	7	26	16	2218	8	2242	255	5	94	354	4542
05:00 PM	9	344	0	135	488	5	0	2	7	3	630	0	633	66	0	21	87	1215
05:15 PM	4	313	0	121	438	5	1	2	8	6	605	2	613	76	1	20	97	1156
05:30 PM	8	306	0	110	424	5	1	3	9	5	554	2	561	55	1	13	69	1063
05:45 PM	4	283	0	103	390	2	0	4	6	5	517	0	522	45	0	11	56	974
Total	25	1246	0	469	1740	17	2	11	30	19	2306	4	2329	242	2	65	309	4408
Grand Total	74	5894	5	1468	7441	59	6	76	141	156	6941	30	7127	1323	14	264	1601	16310
Apprch %	1	79.2	0.1	19.7		41.8	4.3	53.9		2.2	97.4	0.4		82.6	0.9	16.5		
Total %	0.5	36.1	0	9	45.6	0.4	0	0.5	0.9	1	42.6	0.2	43.7	8.1	0.1	1.6	9.8	
Automobiles	69	5814	3	1404	7290	57	6	73	136	152	6806	27	6985	1299	10	257	1566	15977
% Automobiles	93.2	98.6	60	95.6	98	96.6	100	96.1	96.5	97.4	98.1	90	98	98.2	71.4	97.3	97.8	98
Commercial	5	80	2	64	151	2	0	3	5	4	135	3	142	24	4	7	35	333
% Commercial	6.8	1.4	40	4.4	2	3.4	0	3.9	3.5	2.6	1.9	10	2	1.8	28.6	2.7	2.2	2

DE TRAFFIC

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Martin County, FI

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Page No : 2

	US 1 Southbound					SW Palm City Rd Westbound				US 1 Northbound				SW Palm City Rd Eastbound				
Start Time	Left	Thru	Right	Flow Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 07:30 AM																		
07:30 AM	7	459	1	49	516	3	0	9	12	17	306	2	325	126	0	11	137	990
07:45 AM	4	456	0	72	532	5	0	8	13	16	274	2	292	120	2	15	137	974
08:00 AM	4	428	1	77	510	4	0	10	14	11	364	3	378	102	0	16	118	1020
08:15 AM	3	425	0	68	496	6	0	8	14	16	341	2	359	126	3	18	147	1016
Total Volume	18	1768	2	266	2054	18	0	35	53	60	1285	9	1354	474	5	60	539	4000
% App. Total	0.9	86.1	0.1	13		34	0	66		4.4	94.9	0.7		87.9	0.9	11.1		
PHF	.643	.963	.500	.864	.965	.750	.000	.875	.946	.882	.883	.750	.896	.940	.417	.833	.917	.980
Automobiles	16	1755	1	250	2022	17	0	33	50	59	1249	8	1316	468	4	57	529	3917
% Automobiles	88.9	99.3	50.0	94.0	98.4	94.4	0	94.3	94.3	98.3	97.2	88.9	97.2	98.7	80.0	95.0	98.1	97.9
Commercial	2	13	1	16	32	1	0	2	3	1	36	1	38	6	1	3	10	83
% Commercial	11.1	0.7	50.0	6.0	1.6	5.6	0	5.7	5.7	1.7	2.8	11.1	2.8	1.3	20.0	5.0	1.9	2.1

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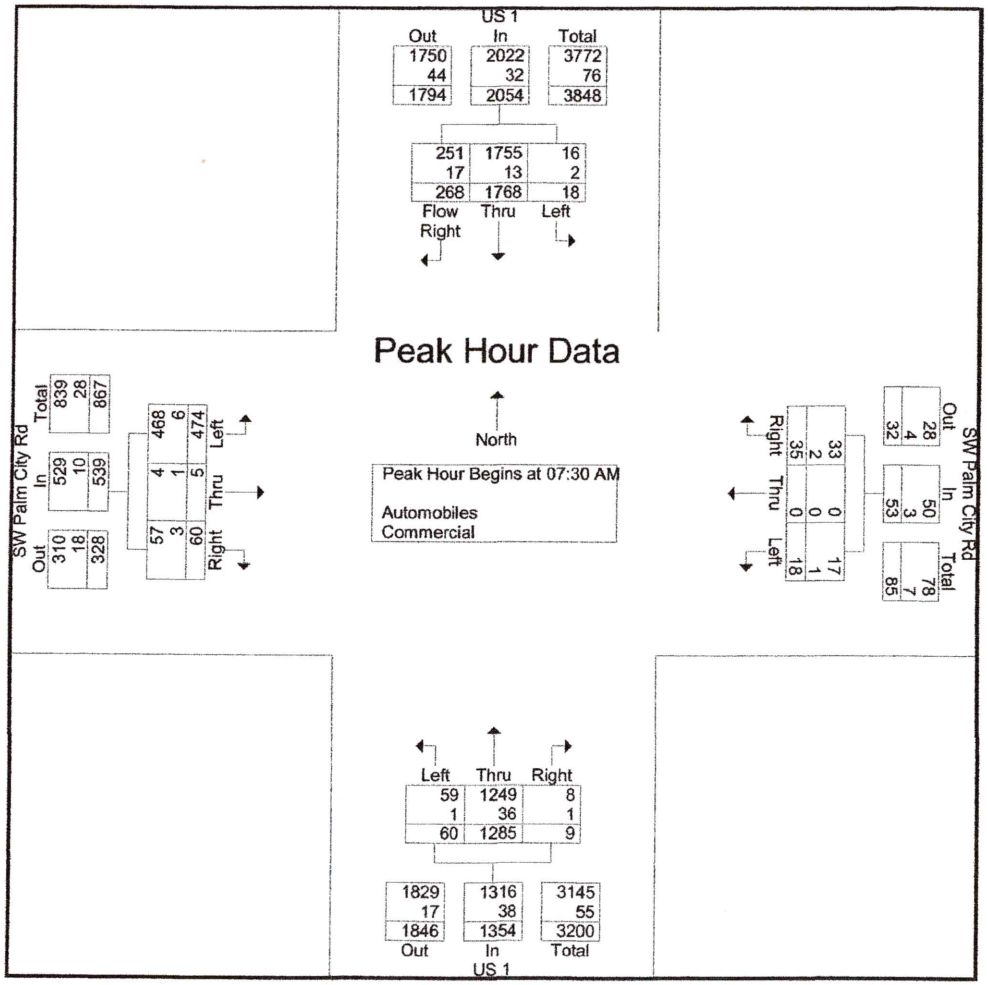
Page No : 3



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Martin County, Fl

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Start Date : 5/2/2023
Page No : 4

	US 1 Southbound					SW Palm City Rd Westbound				US 1 Northbound				SW Palm City Rd Eastbound				
Start Time	Left	Thru	Right	Flow Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 04:30 PM																		
04:30 PM	6	347	0	138	491	6	0	2	8	4	598	4	606	63	2	24	89	1194
04:45 PM	6	346	2	156	510	4	1	1	6	3	644	3	650	77	1	30	108	1274
05:00 PM	9	344	0	135	488	5	0	2	7	3	630	0	633	66	0	21	87	1215
05:15 PM	4	313	0	121	438	5	1	2	8	6	605	2	613	76	1	20	97	1156
Total Volume	25	1350	2	550	1927	20	2	7	29	16	2477	9	2502	282	4	95	381	4839
% App. Total	1.3	70.1	0.1	28.5		69	6.9	24.1		0.6	99	0.4		74	1	24.9		
PHF	.694	.973	.250	.881	.945	.833	.500	.875	.906	.667	.962	.563	.962	.916	.500	.792	.882	.950
Automobiles	23	1325	1	531	1880	19	2	7	28	15	2445	8	2468	275	3	93	371	4747
% Automobiles	92.0	98.1	50.0	96.5	97.6	95.0	100	100	96.6	93.8	98.7	88.9	98.6	97.5	75.0	97.9	97.4	98.1
Commercial	2	25	1	19	47	1	0	0	1	1	32	1	34	7	1	2	10	92
% Commercial	8.0	1.9	50.0	3.5	2.4	5.0	0	0	3.4	6.3	1.3	11.1	1.4	2.5	25.0	2.1	2.6	1.9

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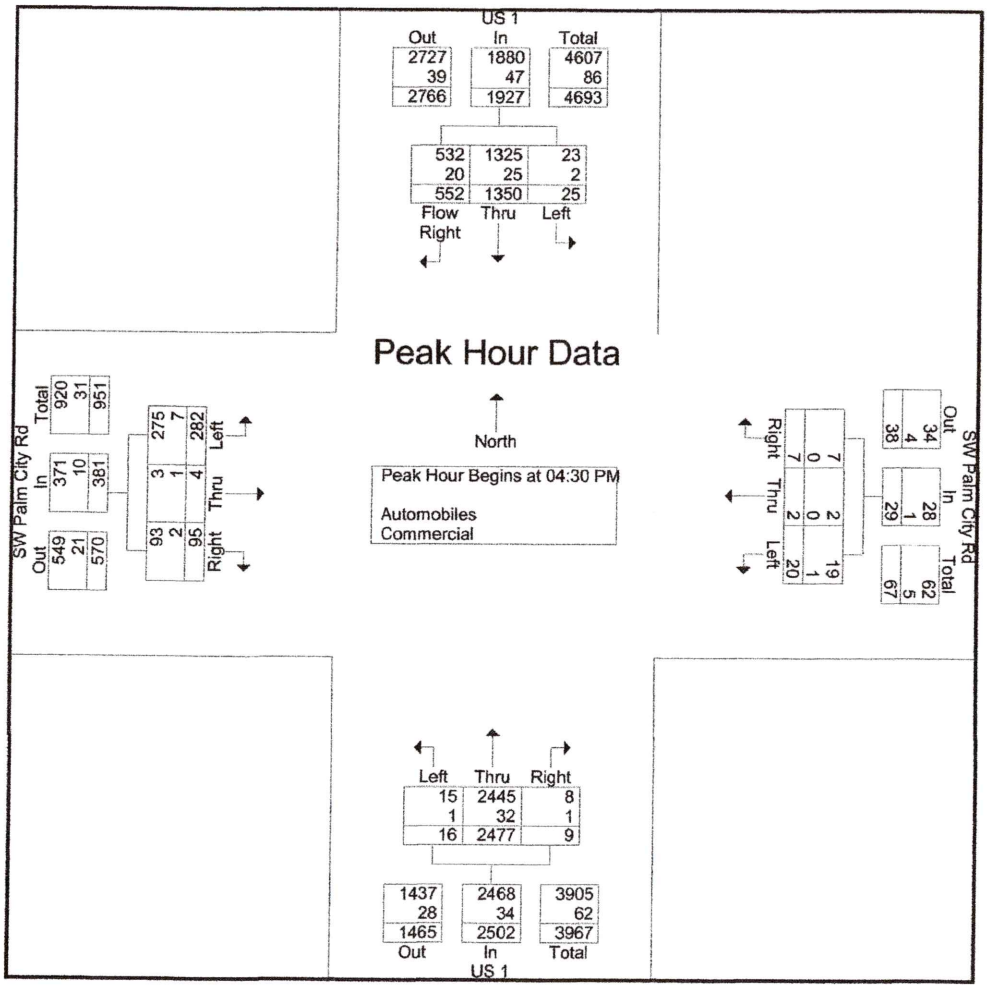

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US 1 at SW Palm City Rd
Martin County, Fl

File Name : us 1 at palm
Site Code : 00000001
Start Date : 5/2/2023
Page No : 6

Groups Printed- Peds

	US 1 Southbound						SW Palm City Rd Westbound					US 1 Northbound					SW Palm City Rd Eastbound					
Start Time	Left	Thru	Right	Flow Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:15 AM	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
Total	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
08:00 AM	0	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
08:15 AM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	3	3	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	4
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	3
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	4
05:00 PM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
Total	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	3
Grand Total	0	0	0	0	6	6	0	0	0	0	0	0	0	0	9	9	0	0	0	0	0	15
Apprch %	0	0	0	0	100		0	0	0	0		0	0	0	100		0	0	0	0		
Total %	0	0	0	0	40	40	0	0	0	0	0	0	0	0	60	60	0	0	0	0	0	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	US 1 at Palm City Rd	Martin County
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	299 McGregor Rd. DeLand Fl. 32720	

MARTIN COUNTY TRAFFIC

Intersection: 47 SR-5 (US1) @ PALM CITY ROAD

	NBLT	SB		WB	SBLT	NB		EB
PHASE	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Initial green	7	10	0	4	4	10	0	4
Passage	3	5	0	3	3	5	0	3.5
Max 1	25	60	0	20	25	60	0	35
Max 2	30	50	30	50	30	50	30	50
Yellow	3.7	4	3	3.4	3.7	4	3	3.7
All Red	2.2	2	0	3.3	2.5	2	0	2.2
Walk	0	5	0	5	0	5	0	0
Ped Clear	0	13	0	27	0	13	0	0
Initial	1-Inactive	4-Green	0-None	1-Inactive	1-Inactive	4-Green	0-None	1-Inactive
NA Response	0-None	1-NonAct1	0-None	2-NonAct2	0-None	1-NonAct1	0-None	2-NonAct2
Veh. Recalls	0-None	2-Min	0-None	0-None	0-None	2-Min	0-None	0-None
Non-Lock	1	0	0	1	1	0	0	1
Dual Entry	0	0	0	0	0	0	0	0
Assigned ph.								
Oper. Mode								
Switch								

**** Intersection runs split phase East / West (see ring structure below)

Phase	Ring	Next	1	2	3	4	5	6	7	8
1	1	2	1	0	0	0	1	1	0	0
2	1	4	0	1	0	0	1	1	0	0
3	0	0	0	0	1	0	0	0	0	0
4	1	8	0	0	0	1	0	0	0	0
5	2	6	1	1	0	0	1	0	0	0
6	2	5	1	1	0	0	0	1	0	0
7	0	0	0	0	0	0	0	0	1	0
8	1	1	0	0	0	0	0	0	0	1

January 25, 2018

MARTIN COUNTY TRAFFIC

LOCATION: **47** **SR-5 (US1) @ PALM CITY ROAD**

Day Plan

Day 2 = Weekdays Day 1 = Weekends

DAY		START		GROUP 1 C/S/O		COBALT Group	
1		9:00		2/2/1		1	
1		20:00		0/0/4		99	
2		6:00		4/1/1		3	
2		9:30		3/1/1		5	
2		15:00		4/2/1		7	
2		18:30		3/2/1		9	
2		20:30		0/0/4		99	

Plan		1	5	9	3	7	N/A	
DIAL		2	3	3	4	4	3	
SPLIT		2	1	2	1	2	4	
OFFSET		118	74	110	128	10	136	
CYCLE LENGTH		140	160	130	160	170	150	
Cobalt Sequence		2	2		5	5		
PHASE		SPLITS (SECONDS)						
1	NBLT	**14**	**21**	15	14	15	17	
2	SB	82	78	67	96	95	80	
3		0	0	0	0	0	0	
4	WB	12	17	13	13	15	15	
5	SBLT	14	17	12	**18**	**15**	17	
6	NB	82	82	70	92	95	80	
7		0	0	0	0	0	0	
8	EB	32	44	35	37	45	38	

Phase 8 in ring 1 (Split Phase Operation)

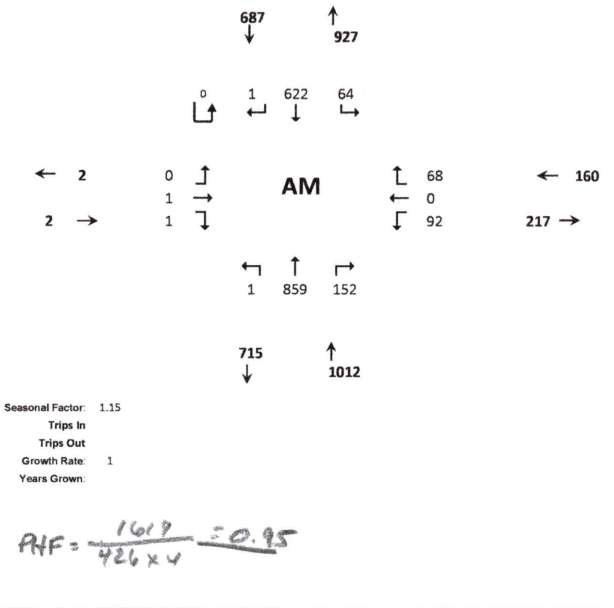
Lagging phase when **BOLD** type & gray box

Printed 01/25/18

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
E/W STREET: MLK Jr Blvd
CONTROL: Roundabout
FILENAME:
COUNT DATE: 11/29/2023
DAY: Wednesday
CITY: Stuart
INTERSECTION: Colorado and MLK Jr
REPORT DATE: 11/30/2023
ANALYSIS YEAR: 2023

15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	119	19	0	9	87	0	1	0	1	11	0	10	257	1371
7:15-7:30	1	137	25	0	18	127	0	0	0	0	21	0	11	340	1540
7:30-7:45	0	176	30	0	17	117	1	0	0	0	24	0	11	376	1610
7:45-8:00	0	199	27	0	18	123	0	0	1	1	20	0	9	398	1619
8:00-8:15	0	209	29	0	15	139	1	0	0	0	17	0	16	426	1554
8:15-8:30	0	180	34	0	13	146	0	0	0	0	19	0	18	410	
8:30-8:45	1	159	42	0	10	133	0	0	0	0	24	0	16	385	
8:45-9:00	0	140	27	0	10	116	0	1	0	1	29	0	9	333	
AM PEAK HOUR IS FROM:	**7:45AM TO 8:45AM**														
Volumes	1	747	132	0	56	541	1	0	1	1	80	0	59	1619	
Season Factor	1	859	152	0	64	622	1	0	1	1	92	0	68	1862	
Growth	1	859	152	0	64	622	1	0	1	1	92	0	68	1862	
In/Out	In	In	In	In	In	In	In	In	In	In	In	In	In		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	1	859	152	0	64	622	1	0	1	1	92	0	68	1861	

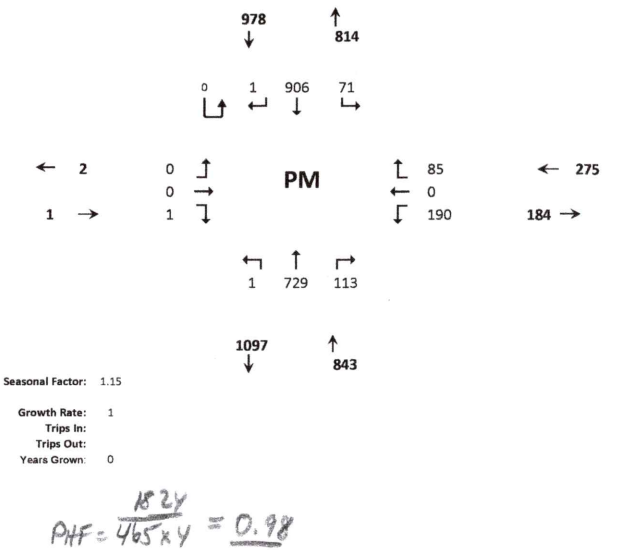


Seasonal Factor: 1.15
Trips In
Trips Out
Growth Rate: 1
Years Grown:

$PHF = \frac{1619}{426 \times 4} = 0.95$

C-56

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	1	156	23	0	15	136	1	0	0	0	52	0	17	401	1748
4:15-4:30	0	168	24	0	13	200	0	0	0	1	28	0	17	451	1812
4:30-4:45	0	176	26	0	18	179	0	0	0	0	34	0	19	452	1824
4:45-5:00	1	145	25	0	11	200	0	0	0	1	42	0	19	444	1823
5:00-5:15	0	167	22	0	16	205	0	0	0	0	37	0	18	465	1766
5:15-5:30	0	146	25	0	17	204	1	0	0	0	52	0	18	463	
5:30-5:45	1	157	19	0	18	190	0	0	0	1	44	0	21	451	
5:45-6:00	0	132	23	0	13	170	0	0	0	0	36	0	13	387	
PM PEAK HOUR IS FROM:	**4:30 PM TO 5:30PM**														
Volumes	1	634	98	0	62	788	1	0	0	1	165	0	74	1824	
Season Factor	1	729	113	0	71	906	1	0	0	1	190	0	85	2098	
Growth	1	729	113	0	71	906	1	0	0	1	190	0	85	2098	
In/Out	In	In	In	In	In	In	In	In	In	In	In	In	In		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	1	729	113	0	71	906	1	0	0	1	190	0	85	2097	



Seasonal Factor: 1.15
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 0

$PHF = \frac{1824}{465 \times 4} = 0.98$

LANE LEVEL OF SERVICE

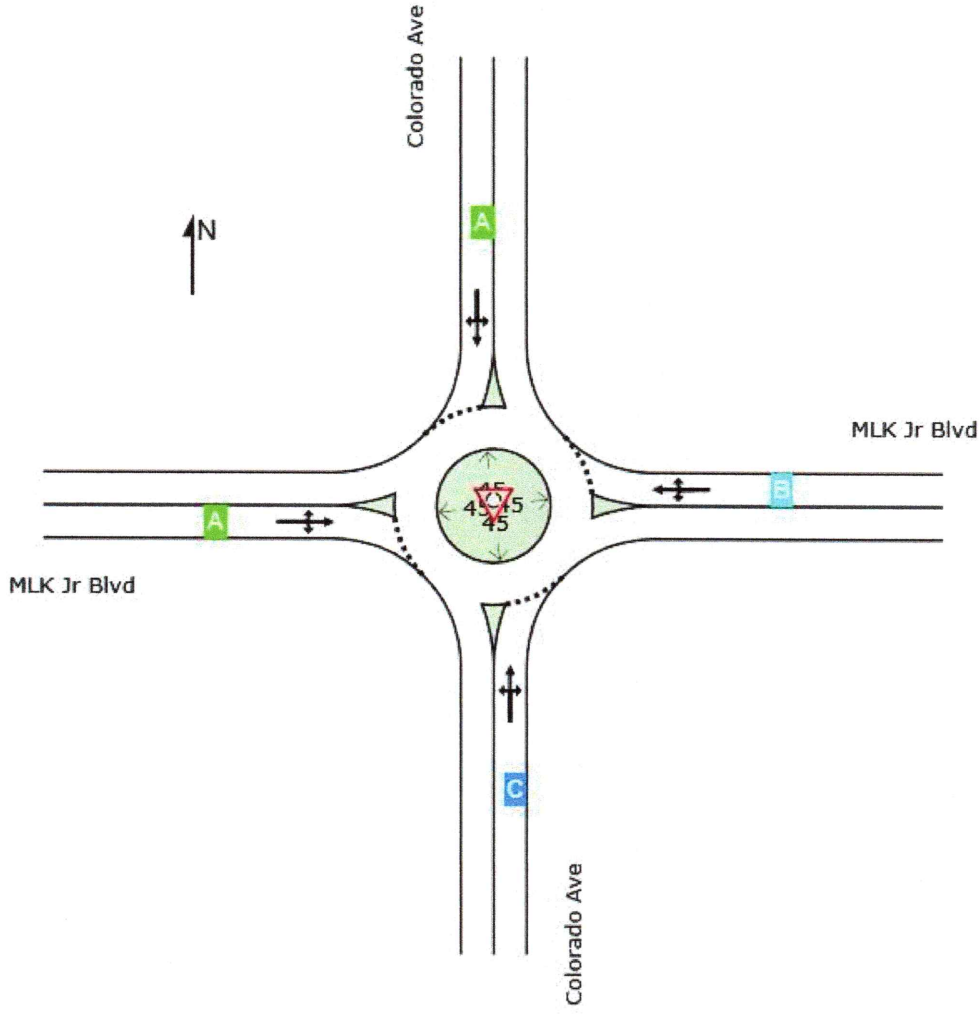
Lane Level of Service

Site: 101 [AM Peak Hour - Existing (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Existing - AM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	C	B	A	A	B



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

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Project: C:\Users\admin\Documents\Projects\Martin\Creekside\11.20.23\Colorado & MLK Jr - With Project.sip9

MOVEMENT SUMMARY

Site: 101 [AM Peak Hour - Existing (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Existing - AM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	1	2.0	1	2.0	0.846	17.1	LOS C	16.2	411.4	0.85	0.33	0.85	17.2
8	T1	All MCs	904	2.0	904	2.0	0.846	17.1	LOS C	16.2	411.4	0.85	0.33	0.85	17.2
18	R2	All MCs	160	2.0	160	2.0	0.846	17.1	LOS C	16.2	411.4	0.85	0.33	0.85	17.2
Approach			1065	2.0	1065	2.0	0.846	17.1	LOS C	16.2	411.4	0.85	0.33	0.85	17.2
East: MLK Jr Blvd															
1	L2	All MCs	97	2.0	97	2.0	0.328	11.9	LOS B	1.4	35.1	0.72	0.75	0.81	17.6
6	T1	All MCs	1	2.0	1	2.0	0.328	11.9	LOS B	1.4	35.1	0.72	0.75	0.81	17.7
16	R2	All MCs	72	2.0	72	2.0	0.328	11.9	LOS B	1.4	35.1	0.72	0.75	0.81	17.6
Approach			169	2.0	169	2.0	0.328	11.9	LOS B	1.4	35.1	0.72	0.75	0.81	17.6
North: Colorado Ave															
7	L2	All MCs	67	2.0	67	2.0	0.593	9.7	LOS A	5.2	131.1	0.47	0.21	0.47	18.2
4	T1	All MCs	655	2.0	655	2.0	0.593	9.7	LOS A	5.2	131.1	0.47	0.21	0.47	18.3
14	R2	All MCs	1	2.0	1	2.0	0.593	9.7	LOS A	5.2	131.1	0.47	0.21	0.47	18.2
Approach			723	2.0	723	2.0	0.593	9.7	LOS A	5.2	131.1	0.47	0.21	0.47	18.3
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.006	6.4	LOS A	0.0	0.5	0.61	0.46	0.61	18.5
2	T1	All MCs	1	2.0	1	2.0	0.006	6.4	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
12	R2	All MCs	1	2.0	1	2.0	0.006	6.4	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
Approach			3	2.0	3	2.0	0.006	6.4	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
All Vehicles			1961	2.0	1961	2.0	0.846	13.9	LOS B	16.2	411.4	0.70	0.32	0.71	17.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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LANE LEVEL OF SERVICE

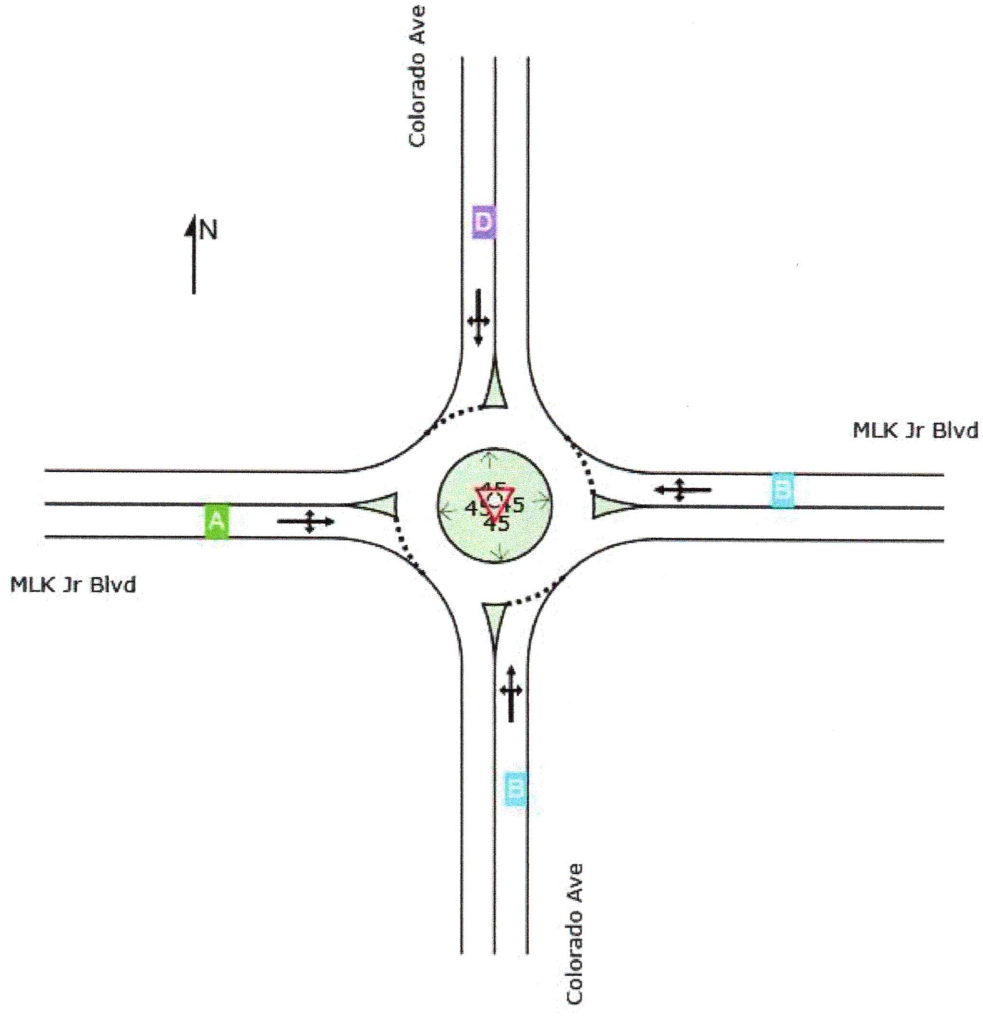
Lane Level of Service

Site: 101 [PM Peak Hour - Existing (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Existing - PM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	B	B	D	A	C



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

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Project: C:\Users\admin\Documents\Projects\Martin\Creekside\11.20.23\Colorado & MLK Jr - With Project.sip9

MOVEMENT SUMMARY

Site: 101 [PM Peak Hour - Existing (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Existing - PM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	1	2.0	1	2.0	0.687	11.4	LOS B	7.7	194.9	0.51	0.20	0.51	18.0
8	T1	All MCs	744	2.0	744	2.0	0.687	11.4	LOS B	7.7	194.9	0.51	0.20	0.51	18.0
18	R2	All MCs	115	2.0	115	2.0	0.687	11.4	LOS B	7.7	194.9	0.51	0.20	0.51	18.0
Approach			860	2.0	860	2.0	0.687	11.4	LOS B	7.7	194.9	0.51	0.20	0.51	18.0
East: MLK Jr Blvd															
1	L2	All MCs	194	2.0	194	2.0	0.460	13.0	LOS B	2.5	64.3	0.75	0.83	1.00	17.4
6	T1	All MCs	1	2.0	1	2.0	0.460	13.0	LOS B	2.5	64.3	0.75	0.83	1.00	17.5
16	R2	All MCs	87	2.0	87	2.0	0.460	13.0	LOS B	2.5	64.3	0.75	0.83	1.00	17.5
Approach			282	2.0	282	2.0	0.460	13.0	LOS B	2.5	64.3	0.75	0.83	1.00	17.4
North: Colorado Ave															
7	L2	All MCs	72	2.0	72	2.0	0.907	26.8	LOS D	35.6	904.6	1.00	1.66	2.05	16.0
4	T1	All MCs	924	2.0	924	2.0	0.907	26.8	LOS D	35.6	904.6	1.00	1.66	2.05	16.0
14	R2	All MCs	1	2.0	1	2.0	0.907	26.8	LOS D	35.6	904.6	1.00	1.66	2.05	16.0
Approach			998	2.0	998	2.0	0.907	26.8	LOS D	35.6	904.6	1.00	1.66	2.05	16.0
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.008	9.6	LOS A	0.0	0.7	0.71	0.62	0.71	18.0
2	T1	All MCs	1	2.0	1	2.0	0.008	9.6	LOS A	0.0	0.7	0.71	0.62	0.71	18.1
12	R2	All MCs	1	2.0	1	2.0	0.008	9.6	LOS A	0.0	0.7	0.71	0.62	0.71	18.1
Approach			3	2.0	3	2.0	0.008	9.6	LOS A	0.0	0.7	0.71	0.62	0.71	18.1
All Vehicles			2143	2.0	2143	2.0	0.907	18.8	LOS C	35.6	904.6	0.77	0.96	1.30	17.0

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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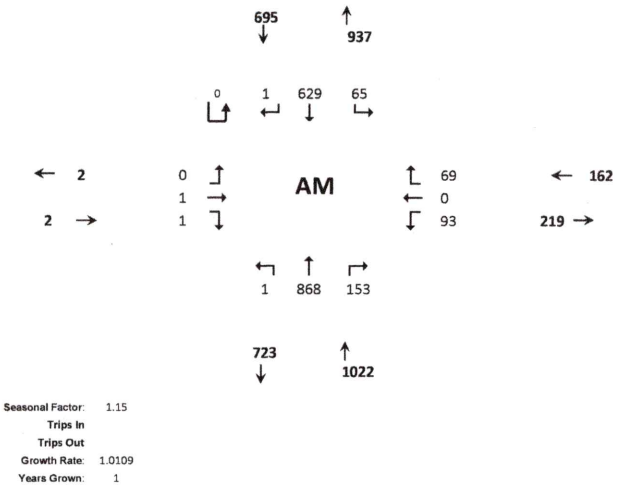
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
E/W STREET: MLK Jr Blvd
CONTROL: Roundabout
FILENAME:
COUNT DATE: 11/29/2023
DAY: Wednesday
CITY: Stuart
INTERSECTION: Colorado and MLK Jr
REPORT DATE: 11/30/2023
ANALYSIS YEAR: 2024

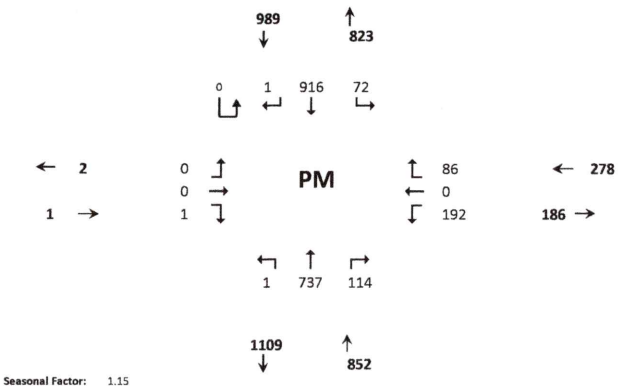
	Northbound			Southbound				Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	119	19	0	9	87	0	1	0	1	11	0	10	257	1371
7:15-7:30	1	137	25	0	18	127	0	0	0	0	21	0	11	340	1540
7:30-7:45	0	176	30	0	17	117	1	0	0	0	24	0	11	376	1610
7:45-8:00	0	199	27	0	18	123	0	0	1	1	20	0	9	398	1619
8:00-8:15	0	209	29	0	15	139	1	0	0	0	17	0	16	426	1554
8:15-8:30	0	180	34	0	13	146	0	0	0	0	19	0	18	410	
8:30-8:45	1	159	42	0	10	133	0	0	0	0	24	0	16	385	
8:45-9:00	0	140	27	0	10	116	0	1	0	1	29	0	9	333	
AM PEAK HOUR IS FROM:			**7:45AM TO 8:45AM**												
Volumes	1	747	132	0	56	541	1	0	1	1	80	0	59	1619	
Season Factor	1	859	152	0	64	622	1	0	1	1	92	0	68	1862	
Growth	1	868	153	0	65	629	1	0	1	1	93	0	69	1882	
In/Out	In	In	In	In	In	In	In	In	In	In	In	In	In		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	1	868	153	0	65	629	1	0	1	1	93	0	69	1881	



Seasonal Factor: 1.15
Trips In
Trips Out
Growth Rate: 1.0109
Years Grown: 1

C-61

	Northbound			Southbound				Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	1	156	23	0	15	136	1	0	0	0	52	0	17	401	1748
4:15-4:30	0	168	24	0	13	200	0	0	0	1	28	0	17	451	1812
4:30-4:45	0	176	26	0	18	179	0	0	0	0	34	0	19	452	1824
4:45-5:00	1	145	25	0	11	200	0	0	0	1	42	0	19	444	1823
5:00-5:15	0	167	22	0	16	205	0	0	0	0	37	0	18	465	1766
5:15-5:30	0	146	25	0	17	204	1	0	0	0	52	0	18	463	
5:30-5:45	1	157	19	0	18	190	0	0	0	1	44	0	21	451	
5:45-6:00	0	132	23	0	13	170	0	0	0	0	36	0	13	387	
PM PEAK HOUR IS FROM:			**4:30 PM TO 5:30PM**												
Volumes	1	634	98	0	62	788	1	0	0	1	165	0	74	1824	
Season Factor	1	729	113	0	71	906	1	0	0	1	190	0	85	2098	
Growth	1	737	114	0	72	916	1	0	0	1	192	0	86	2120	
In/Out	In	In	In	In	In	In	In	In	In	In	In	In	In		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	1	737	114	0	72	916	1	0	0	1	192	0	86	2120	



Seasonal Factor: 1.15
Growth Rate: 1.0109
Trips In:
Trips Out:
Years Grown: 1

LANE LEVEL OF SERVICE

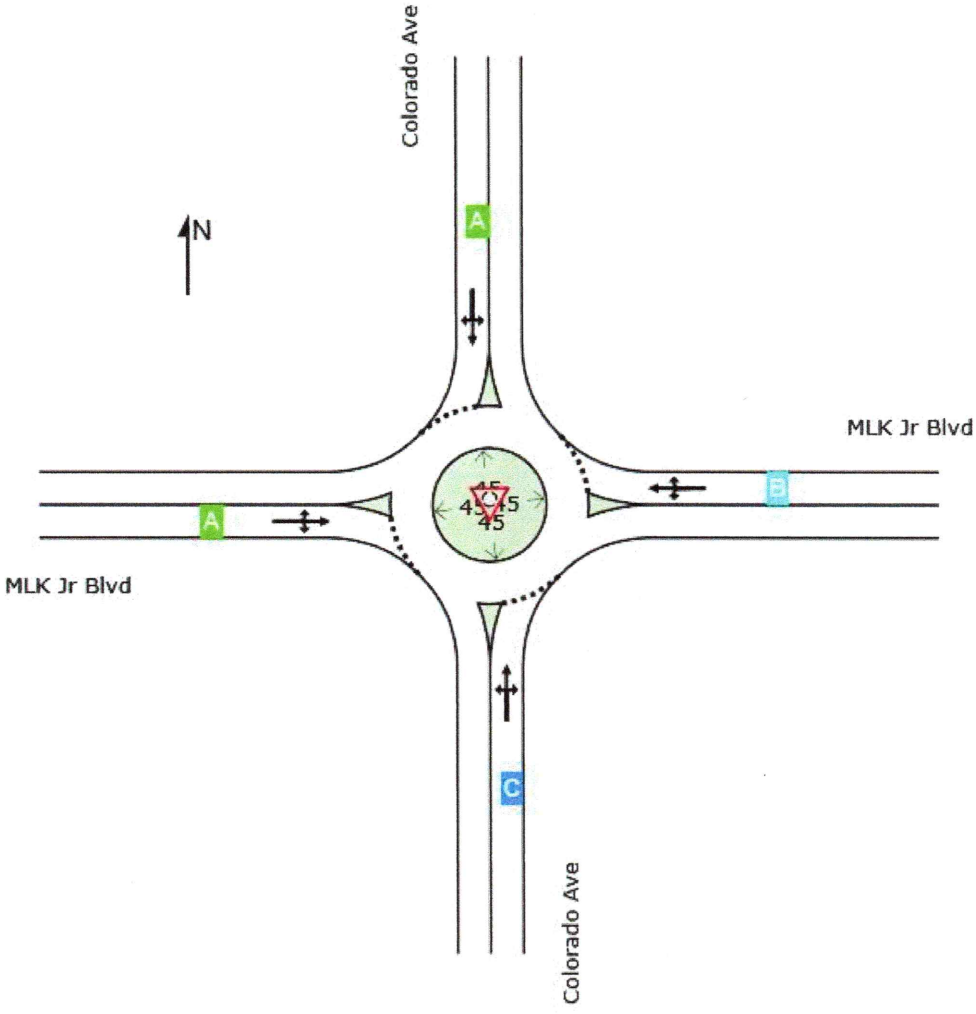
Lane Level of Service

Site: 101 [AM Peak Hour - Background (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Background without Project - AM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	C	B	A	A	B



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

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Project: C:\Users\admin\Documents\Projects\Martin\Creekside\11.20.23\Colorado & MLK Jr - With Project.sip9

MOVEMENT SUMMARY

Site: 101 [AM Peak Hour - Background (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Background without Project - AM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	1	2.0	1	2.0	0.855	17.7	LOS C	17.0	431.6	0.89	0.35	0.89	17.1
8	T1	All MCs	914	2.0	914	2.0	0.855	17.7	LOS C	17.0	431.6	0.89	0.35	0.89	17.2
18	R2	All MCs	161	2.0	161	2.0	0.855	17.7	LOS C	17.0	431.6	0.89	0.35	0.89	17.1
Approach			1076	2.0	1076	2.0	0.855	17.7	LOS C	17.0	431.6	0.89	0.35	0.89	17.2
East: MLK Jr Blvd															
1	L2	All MCs	98	2.0	98	2.0	0.336	12.2	LOS B	1.4	36.1	0.72	0.76	0.82	17.5
6	T1	All MCs	1	2.0	1	2.0	0.336	12.2	LOS B	1.4	36.1	0.72	0.76	0.82	17.6
16	R2	All MCs	73	2.0	73	2.0	0.336	12.2	LOS B	1.4	36.1	0.72	0.76	0.82	17.6
Approach			172	2.0	172	2.0	0.336	12.2	LOS B	1.4	36.1	0.72	0.76	0.82	17.6
North: Colorado Ave															
7	L2	All MCs	68	2.0	68	2.0	0.600	9.8	LOS A	5.3	134.6	0.48	0.22	0.48	18.2
4	T1	All MCs	662	2.0	662	2.0	0.600	9.8	LOS A	5.3	134.6	0.48	0.22	0.48	18.2
14	R2	All MCs	1	2.0	1	2.0	0.600	9.8	LOS A	5.3	134.6	0.48	0.22	0.48	18.2
Approach			732	2.0	732	2.0	0.600	9.8	LOS A	5.3	134.6	0.48	0.22	0.48	18.2
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.006	6.5	LOS A	0.0	0.5	0.61	0.46	0.61	18.5
2	T1	All MCs	1	2.0	1	2.0	0.006	6.5	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
12	R2	All MCs	1	2.0	1	2.0	0.006	6.5	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
Approach			3	2.0	3	2.0	0.006	6.5	LOS A	0.0	0.5	0.61	0.46	0.61	18.6
All Vehicles			1982	2.0	1982	2.0	0.855	14.3	LOS B	17.0	431.6	0.72	0.33	0.73	17.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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LANE LEVEL OF SERVICE

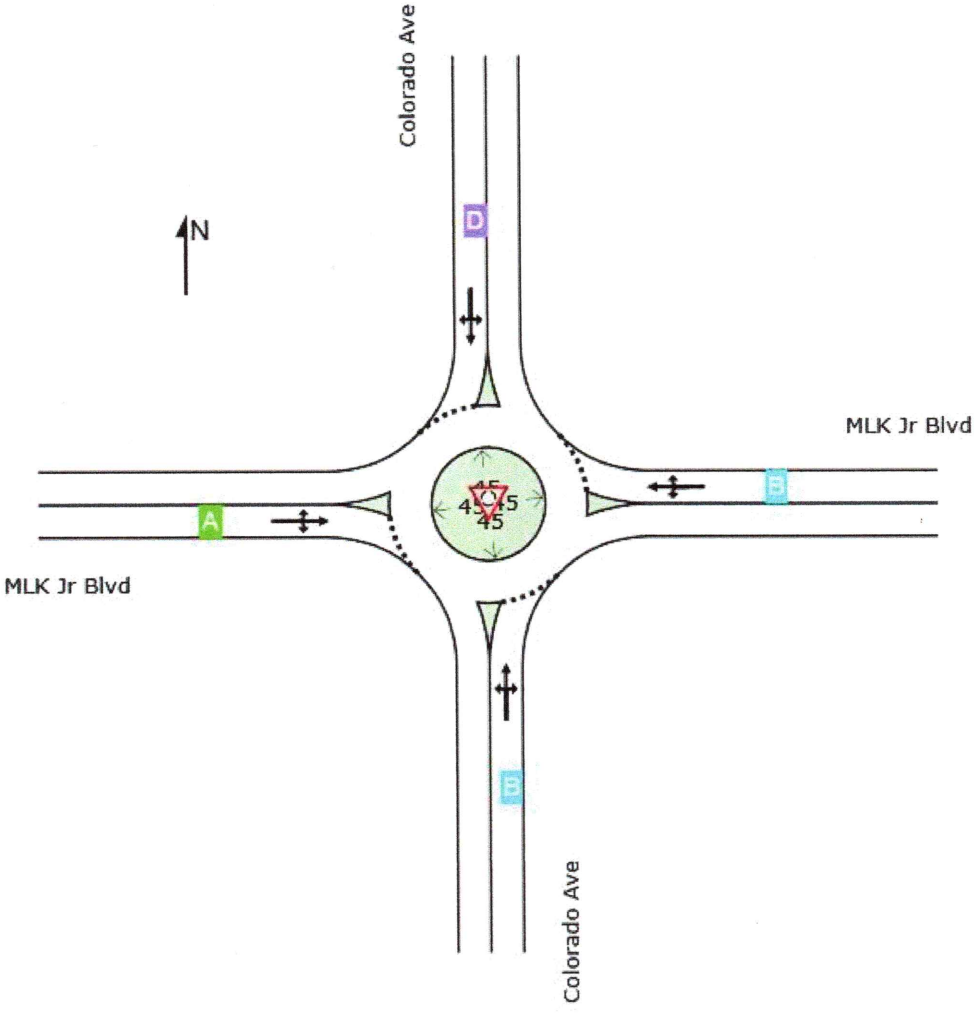
Lane Level of Service

Site: 101 [PM Peak Hour - Background (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Background without Project - PM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	B	B	D	A	C



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
LOS F will result if v/c > 1 irrespective of lane delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all lanes (v/c not used as specified in HCM 6).
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

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Project: C:\Users\admin\Documents\Projects\Martin\Creekside\11.20.23\Colorado & MLK Jr - With Project.sip9

MOVEMENT SUMMARY

Site: 101 [PM Peak Hour - Background (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Background without Project - PM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	1	2.0	1	2.0	0.695	11.6	LOS B	7.9	200.9	0.53	0.21	0.53	17.9
8	T1	All MCs	752	2.0	752	2.0	0.695	11.6	LOS B	7.9	200.9	0.53	0.21	0.53	18.0
18	R2	All MCs	116	2.0	116	2.0	0.695	11.6	LOS B	7.9	200.9	0.53	0.21	0.53	18.0
Approach			869	2.0	869	2.0	0.695	11.6	LOS B	7.9	200.9	0.53	0.21	0.53	18.0
East: MLK Jr Blvd															
1	L2	All MCs	196	2.0	196	2.0	0.469	13.3	LOS B	2.6	66.1	0.75	0.84	1.02	17.4
6	T1	All MCs	1	2.0	1	2.0	0.469	13.3	LOS B	2.6	66.1	0.75	0.84	1.02	17.4
16	R2	All MCs	88	2.0	88	2.0	0.469	13.3	LOS B	2.6	66.1	0.75	0.84	1.02	17.4
Approach			285	2.0	285	2.0	0.469	13.3	LOS B	2.6	66.1	0.75	0.84	1.02	17.4
North: Colorado Ave															
7	L2	All MCs	73	2.0	73	2.0	0.919	28.3	LOS D	38.0	964.8	1.00	1.77	2.14	15.8
4	T1	All MCs	935	2.0	935	2.0	0.919	28.3	LOS D	38.0	964.8	1.00	1.77	2.14	15.9
14	R2	All MCs	1	2.0	1	2.0	0.919	28.3	LOS D	38.0	964.8	1.00	1.77	2.14	15.8
Approach			1009	2.0	1009	2.0	0.919	28.3	LOS D	38.0	964.8	1.00	1.77	2.14	15.8
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.008	9.7	LOS A	0.0	0.7	0.72	0.63	0.72	18.0
2	T1	All MCs	1	2.0	1	2.0	0.008	9.7	LOS A	0.0	0.7	0.72	0.63	0.72	18.1
12	R2	All MCs	1	2.0	1	2.0	0.008	9.7	LOS A	0.0	0.7	0.72	0.63	0.72	18.1
Approach			3	2.0	3	2.0	0.008	9.7	LOS A	0.0	0.7	0.72	0.63	0.72	18.1
All Vehicles			2166	2.0	2166	2.0	0.919	19.6	LOS C	38.0	964.8	0.78	1.02	1.35	16.9

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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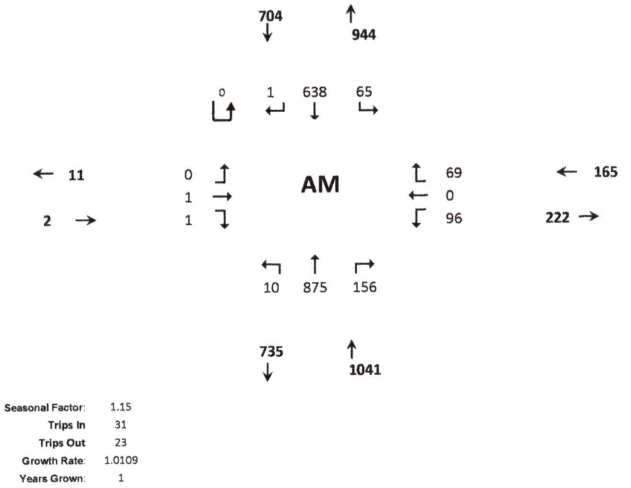
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
E/W STREET: MLK Jr Blvd
CONTROL: Roundabout
FILENAME:
COUNT DATE: 11/29/2023
DAY: Wednesday
CITY: Stuart
INTERSECTION: Colorado and MLK Jr
REPORT DATE: 11/30/2023
ANALYSIS YEAR: 2024

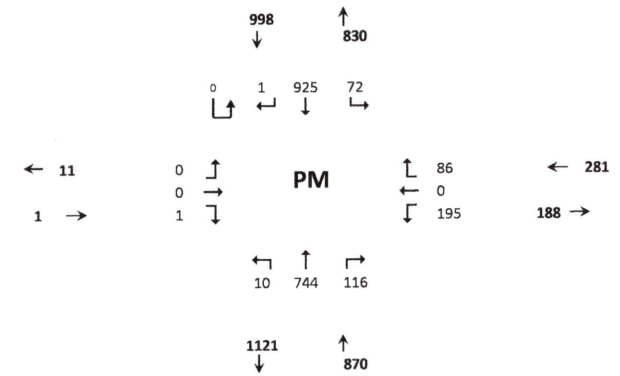
15 Min Period	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	119	19	0	9	87	0	1	0	1	11	0	10	257	1371
7:15-7:30	1	137	25	0	18	127	0	0	0	0	21	0	11	340	1540
7:30-7:45	0	176	30	0	17	117	1	0	0	0	24	0	11	376	1610
7:45-8:00	0	199	27	0	18	123	0	0	1	1	20	0	9	398	1619
8:00-8:15	0	209	29	0	15	139	1	0	0	0	17	0	16	426	1554
8:15-8:30	0	180	34	0	13	146	0	0	0	0	19	0	18	410	
8:30-8:45	1	159	42	0	10	133	0	0	0	0	24	0	16	385	
8:45-9:00	0	140	27	0	10	116	0	1	0	1	29	0	9	333	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	1	747	132	0	56	541	1	0	1	1	80	0	59	1619	
Season Factor	1	859	152	0	64	622	1	0	1	1	92	0	68	1862	
Growth	1	868	153	0	65	629	1	0	1	1	93	0	69	1882	
In/Out	IN	Out	Out	-	-	In	-	-	-	-	In	-	-		
Percentage	30%	30%	10%	0%	0%	30%	0%	0%	0%	0%	10%	0%	0%		
PROJECT	9	7	2	0	0	9	0	0	0	0	3	0	0	**31**	
Total	10	875	156	0	65	638	1	0	1	1	96	0	69	1912	



Seasonal Factor: 1.15
Trips In 31
Trips Out 23
Growth Rate: 1.0109
Years Grown: 1

C-66

15 Min Period lanes	Northbound			Southbound				Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	1	156	23	0	15	136	1	0	0	0	52	0	17	401	1748
4:15-4:30	0	168	24	0	13	200	0	0	0	1	28	0	17	451	1812
4:30-4:45	0	176	26	0	18	179	0	0	0	0	34	0	19	452	1824
4:45-5:00	1	145	25	0	11	200	0	0	0	1	42	0	19	444	1823
5:00-5:15	0	167	22	0	16	205	0	0	0	0	37	0	18	465	1766
5:15-5:30	0	146	25	0	17	204	1	0	0	0	52	0	18	463	
5:30-5:45	1	157	19	0	18	190	0	0	0	1	44	0	21	451	
5:45-6:00	0	132	23	0	13	170	0	0	0	0	36	0	13	387	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM												
Volumes	1	634	98	0	62	788	1	0	0	1	165	0	74	1824	
Season Factor	1	729	113	0	71	906	1	0	0	1	190	0	85	2098	
Growth	1	737	114	0	72	916	1	0	0	1	192	0	86	2120	
In/Out	IN	Out	Out	-	-	In	-	-	-	-	In	-	-		
Percentage	30%	30%	10%	0%	0%	30%	0%	0%	0%	0%	10%	0%	0%		
Project	9	7	2	0	0	9	0	0	0	0	3	0	0	**30**	
Total	10	744	116	0	72	925	1	0	0	1	195	0	86	2150	



Seasonal Factor: 1.15
Growth Rate: 1.0109
Trips In: 29
Trips Out: 24
Years Grown: 1

LANE LEVEL OF SERVICE

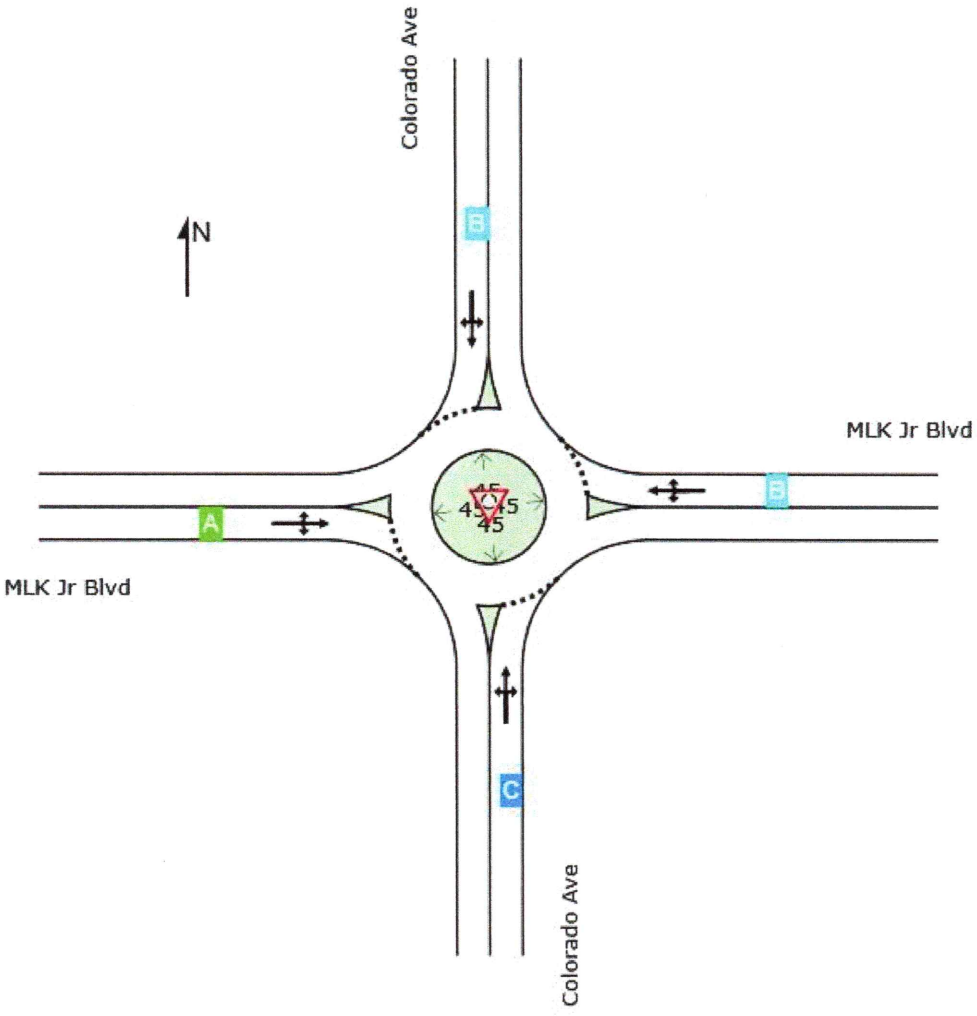
Lane Level of Service

Site: 101 [AM Peak Hour - Future Total (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Future Total - AM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	C	B	B	A	C



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Lane LOS values are based on average delay and v/c ratio (degree of saturation) per lane.
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Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

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MOVEMENT SUMMARY

Site: 101 [AM Peak Hour - Future Total (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Future Total - AM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	11	2.0	11	2.0	0.871	18.7	LOS C	18.7	473.8	0.96	0.37	0.96	17.0
8	T1	All MCs	921	2.0	921	2.0	0.871	18.7	LOS C	18.7	473.8	0.96	0.37	0.96	17.0
18	R2	All MCs	164	2.0	164	2.0	0.871	18.7	LOS C	18.7	473.8	0.96	0.37	0.96	17.0
Approach			1096	2.0	1096	2.0	0.871	18.7	LOS C	18.7	473.8	0.96	0.37	0.96	17.0
East: MLK Jr Blvd															
1	L2	All MCs	101	2.0	101	2.0	0.348	12.6	LOS B	1.5	37.7	0.73	0.77	0.84	17.5
6	T1	All MCs	1	2.0	1	2.0	0.348	12.6	LOS B	1.5	37.7	0.73	0.77	0.84	17.6
16	R2	All MCs	73	2.0	73	2.0	0.348	12.6	LOS B	1.5	37.7	0.73	0.77	0.84	17.5
Approach			175	2.0	175	2.0	0.348	12.6	LOS B	1.5	37.7	0.73	0.77	0.84	17.5
North: Colorado Ave															
7	L2	All MCs	68	2.0	68	2.0	0.616	10.3	LOS B	5.5	140.0	0.52	0.24	0.52	18.1
4	T1	All MCs	672	2.0	672	2.0	0.616	10.3	LOS B	5.5	140.0	0.52	0.24	0.52	18.2
14	R2	All MCs	1	2.0	1	2.0	0.616	10.3	LOS B	5.5	140.0	0.52	0.24	0.52	18.1
Approach			741	2.0	741	2.0	0.616	10.3	LOS B	5.5	140.0	0.52	0.24	0.52	18.2
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.006	6.6	LOS A	0.0	0.5	0.61	0.47	0.61	18.5
2	T1	All MCs	1	2.0	1	2.0	0.006	6.6	LOS A	0.0	0.5	0.61	0.47	0.61	18.6
12	R2	All MCs	1	2.0	1	2.0	0.006	6.6	LOS A	0.0	0.5	0.61	0.47	0.61	18.5
Approach			3	2.0	3	2.0	0.006	6.6	LOS A	0.0	0.5	0.61	0.47	0.61	18.5
All Vehicles			2015	2.0	2015	2.0	0.871	15.0	LOS C	18.7	473.8	0.78	0.36	0.79	17.5

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
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Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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LANE LEVEL OF SERVICE

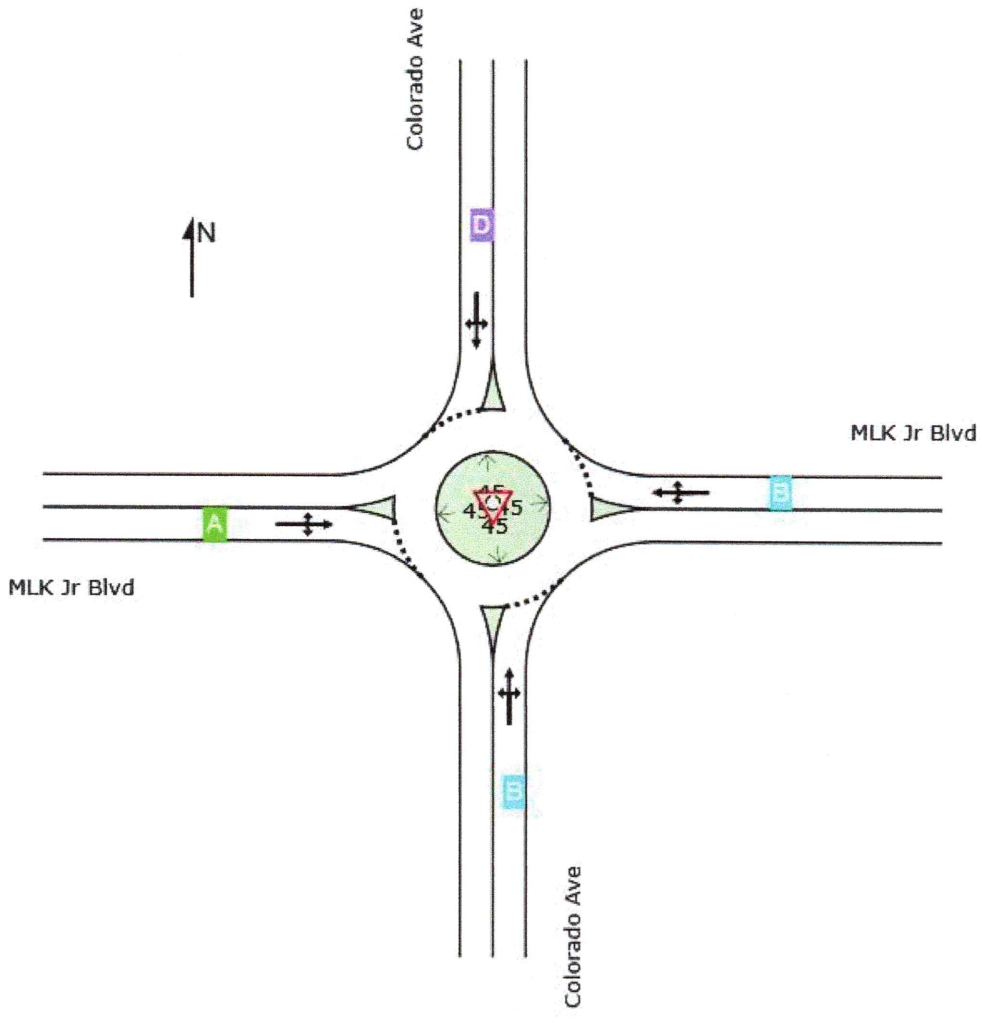
Lane Level of Service

Site: 101 [PM Peak Hour - Future Total (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Future Total - PM Peak Hour
Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	B	B	D	A	C



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
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MOVEMENT SUMMARY

Site: 101 [PM Peak Hour - Future Total (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.3.210

Creekside
Site Category: Future Total - PM Peak Hour
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Colorado Ave															
3	L2	All MCs	10	2.0	10	2.0	0.710	12.0	LOS B	8.4	213.3	0.55	0.22	0.55	17.9
8	T1	All MCs	759	2.0	759	2.0	0.710	12.0	LOS B	8.4	213.3	0.55	0.22	0.55	17.9
18	R2	All MCs	118	2.0	118	2.0	0.710	12.0	LOS B	8.4	213.3	0.55	0.22	0.55	17.9
Approach			888	2.0	888	2.0	0.710	12.0	LOS B	8.4	213.3	0.55	0.22	0.55	17.9
East: MLK Jr Blvd															
1	L2	All MCs	199	2.0	199	2.0	0.482	13.8	LOS B	2.7	68.7	0.76	0.87	1.05	17.3
6	T1	All MCs	1	2.0	1	2.0	0.482	13.8	LOS B	2.7	68.7	0.76	0.87	1.05	17.4
16	R2	All MCs	88	2.0	88	2.0	0.482	13.8	LOS B	2.7	68.7	0.76	0.87	1.05	17.3
Approach			288	2.0	288	2.0	0.482	13.8	LOS B	2.7	68.7	0.76	0.87	1.05	17.3
North: Colorado Ave															
7	L2	All MCs	73	2.0	73	2.0	0.939	31.6	LOS D	41.5	1054.3	1.00	2.02	2.35	15.4
4	T1	All MCs	944	2.0	944	2.0	0.939	31.6	LOS D	41.5	1054.3	1.00	2.02	2.35	15.5
14	R2	All MCs	1	2.0	1	2.0	0.939	31.6	LOS D	41.5	1054.3	1.00	2.02	2.35	15.5
Approach			1018	2.0	1018	2.0	0.939	31.6	LOS D	41.5	1054.3	1.00	2.02	2.35	15.5
West: MLK Jr Blvd															
5	L2	All MCs	1	2.0	1	2.0	0.008	9.8	LOS A	0.0	0.7	0.72	0.63	0.72	18.0
2	T1	All MCs	1	2.0	1	2.0	0.008	9.8	LOS A	0.0	0.7	0.72	0.63	0.72	18.1
12	R2	All MCs	1	2.0	1	2.0	0.008	9.8	LOS A	0.0	0.7	0.72	0.63	0.72	18.1
Approach			3	2.0	3	2.0	0.008	9.8	LOS A	0.0	0.7	0.72	0.63	0.72	18.0
All Vehicles			2197	2.0	2197	2.0	0.939	21.3	LOS C	41.5	1054.3	0.79	1.14	1.45	16.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
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Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
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DE TRAFFIC

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Martin County, Fl

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Site Code : 00000001
Start Date : 11/29/2023
Page No : 1

Groups Printed- Automobiles - Commercial

	Colorado Ave Southbound				M.L.K. Jr Blvd Westbound				Colorado Ave Northbound				M.L.K. Jr Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	9	87	0	96	11	0	10	21	0	119	19	138	1	0	1	2	257
07:15 AM	18	127	0	145	21	0	11	32	1	137	25	163	0	0	0	0	340
07:30 AM	17	117	1	135	24	0	11	35	0	176	30	206	0	0	0	0	376
07:45 AM	18	123	0	141	20	0	9	29	0	199	27	226	0	1	1	2	398
Total	62	454	1	517	76	0	41	117	1	631	101	733	1	1	2	4	1371
08:00 AM	15	139	1	155	17	0	16	33	0	209	29	238	0	0	0	0	426
08:15 AM	13	146	0	159	19	0	18	37	0	180	34	214	0	0	0	0	410
08:30 AM	10	133	0	143	24	0	16	40	1	159	42	202	0	0	0	0	385
08:45 AM	10	116	0	126	29	0	9	38	0	140	27	167	1	0	1	2	333
Total	48	534	1	583	89	0	59	148	1	688	132	821	1	0	1	2	1554
04:00 PM	15	136	1	152	52	0	17	69	1	156	23	180	0	0	0	0	401
04:15 PM	13	200	0	213	28	0	17	45	0	168	24	192	0	0	1	1	451
04:30 PM	18	179	0	197	34	0	19	53	0	176	26	202	0	0	0	0	452
04:45 PM	11	200	0	211	42	0	19	61	1	145	25	171	0	0	1	1	444
Total	57	715	1	773	156	0	72	228	2	645	98	745	0	0	2	2	1748
05:00 PM	16	205	0	221	37	0	18	55	0	167	22	189	0	0	0	0	465
05:15 PM	17	204	1	222	52	0	18	70	0	146	25	171	0	0	0	0	463
05:30 PM	18	190	0	208	44	0	21	65	1	157	19	177	0	0	1	1	451
05:45 PM	13	170	0	183	36	0	13	49	0	132	23	155	0	0	0	0	387
Total	64	769	1	834	169	0	70	239	1	602	89	692	0	0	1	1	1766
Grand Total	231	2472	4	2707	490	0	242	732	5	2566	420	2991	2	1	6	9	6439
Apprch %	8.5	91.3	0.1		66.9	0	33.1		0.2	85.8	14		22.2	11.1	66.7		
Total %	3.6	38.4	0.1	42	7.6	0	3.8	11.4	0.1	39.9	6.5	46.5	0	0	0.1	0.1	
Automobiles	231	2421	4	2656	479	0	232	711	5	2508	410	2923	2	1	6	9	6299
% Automobiles	100	97.9	100	98.1	97.8	0	95.9	97.1	100	97.7	97.6	97.7	100	100	100	100	97.8
Commercial	0	51	0	51	11	0	10	21	0	58	10	68	0	0	0	0	140
% Commercial	0	2.1	0	1.9	2.2	0	4.1	2.9	0	2.3	2.4	2.3	0	0	0	0	2.2

C-71

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at M.L.K. Jr Blvd
Martin County, FI

File Name : colorado at mlk
Site Code : 00000001
Start Date : 11/29/2023
Page No : 2

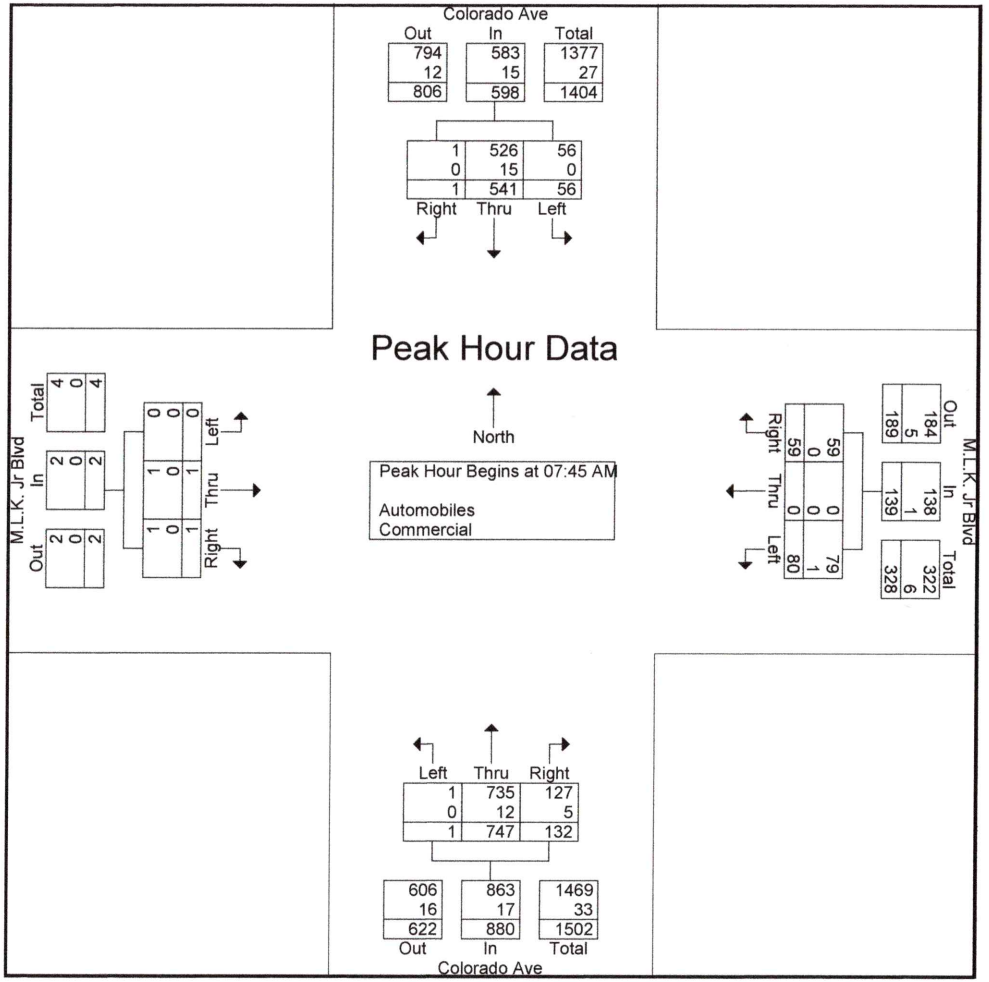
	Colorado Ave Southbound				M.L.K. Jr Blvd Westbound				Colorado Ave Northbound				M.L.K. Jr Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	18	123	0	141	20	0	9	29	0	199	27	226	0	1	1	2	398
08:00 AM	15	139	1	155	17	0	16	33	0	209	29	238	0	0	0	0	426
08:15 AM	13	146	0	159	19	0	18	37	0	180	34	214	0	0	0	0	410
08:30 AM	10	133	0	143	24	0	16	40	1	159	42	202	0	0	0	0	385
Total Volume	56	541	1	598	80	0	59	139	1	747	132	880	0	1	1	2	1619
% App. Total	9.4	90.5	0.2		57.6	0	42.4		0.1	84.9	15		0	50	50		
PHF	.778	.926	.250	.940	.833	.000	.819	.869	.250	.894	.786	.924	.000	.250	.250	.250	.950
Automobiles	56	526	1	583	79	0	59	138	1	735	127	863	0	1	1	2	1586
% Automobiles	100	97.2	100	97.5	98.8	0	100	99.3	100	98.4	96.2	98.1	0	100	100	100	98.0
Commercial	0	15	0	15	1	0	0	1	0	12	5	17	0	0	0	0	33
% Commercial	0	2.8	0	2.5	1.3	0	0	0.7	0	1.6	3.8	1.9	0	0	0	0	2.0

C-72

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at M.L.K. Jr Blvd
Martin County, Fl

File Name : colorado at mlk
Site Code : 00000001
Start Date : 11/29/2023
Page No : 3



C-73

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at M.L.K. Jr Blvd
Martin County, Fl

File Name : colorado at mlk
Site Code : 00000001
Start Date : 11/29/2023
Page No : 4

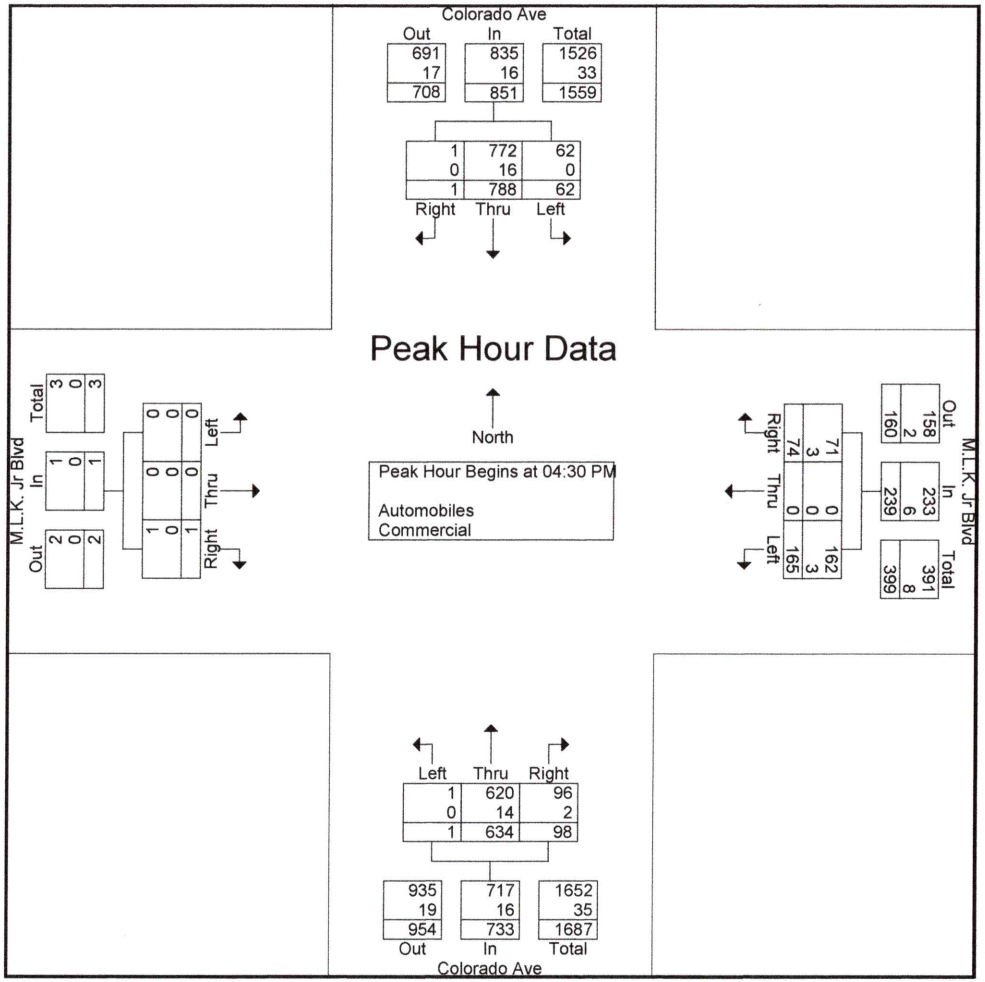
	Colorado Ave Southbound				M.L.K. Jr Blvd Westbound				Colorado Ave Northbound				M.L.K. Jr Blvd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	18	179	0	197	34	0	19	53	0	176	26	202	0	0	0	0	452
04:45 PM	11	200	0	211	42	0	19	61	1	145	25	171	0	0	1	1	444
05:00 PM	16	205	0	221	37	0	18	55	0	167	22	189	0	0	0	0	465
05:15 PM	17	204	1	222	52	0	18	70	0	146	25	171	0	0	0	0	463
Total Volume	62	788	1	851	165	0	74	239	1	634	98	733	0	0	1	1	1824
% App. Total	7.3	92.6	0.1		69	0	31		0.1	86.5	13.4		0	0	100		
PHF	.861	.961	.250	.958	.793	.000	.974	.854	.250	.901	.942	.907	.000	.000	.250	.250	.981
Automobiles	62	772	1	835	162	0	71	233	1	620	96	717	0	0	1	1	1786
% Automobiles	100	98.0	100	98.1	98.2	0	95.9	97.5	100	97.8	98.0	97.8	0	0	100	100	97.9
Commercial	0	16	0	16	3	0	3	6	0	14	2	16	0	0	0	0	38
% Commercial	0	2.0	0	1.9	1.8	0	4.1	2.5	0	2.2	2.0	2.2	0	0	0	0	2.1

C-74

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at M.L.K. Jr Blvd
Martin County, Fl

File Name : colorado at mlk
Site Code : 00000001
Start Date : 11/29/2023
Page No : 5



C-75

DE TRAFFIC

detraffic.com
(386) 341-4186
Colorado Ave at M.L.K. Jr Blvd
Martin County, Fl

File Name : colorado at mlk
Site Code : 00000001
Start Date : 11/29/2023
Page No : 6

Groups Printed- Peds

	Colorado Ave Southbound					M.L.K. Jr Blvd Westbound					Colorado Ave Northbound					M.L.K. Jr Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:45 AM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
04:00 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:30 PM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	5	5	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	6
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
05:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	3
Grand Total	0	0	0	9	9	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	13
Apprch %	0	0	0	100		0	0	0	0		0	0	0	100		0	0	0	0		
Total %	0	0	0	69.2	69.2	0	0	0	0	0	0	0	0	30.8	30.8	0	0	0	0	0	

C-76



NB Approach



SB Approach



WB Approach

Dead End

de traffic	Colorado Ave at SE M.L.K. Jr Blvd	Martin County
	www.de-traffic.com	Project Number: O23-27 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	


tru
by Hilton
SIGNAGE
SIGN


SIGNAGE
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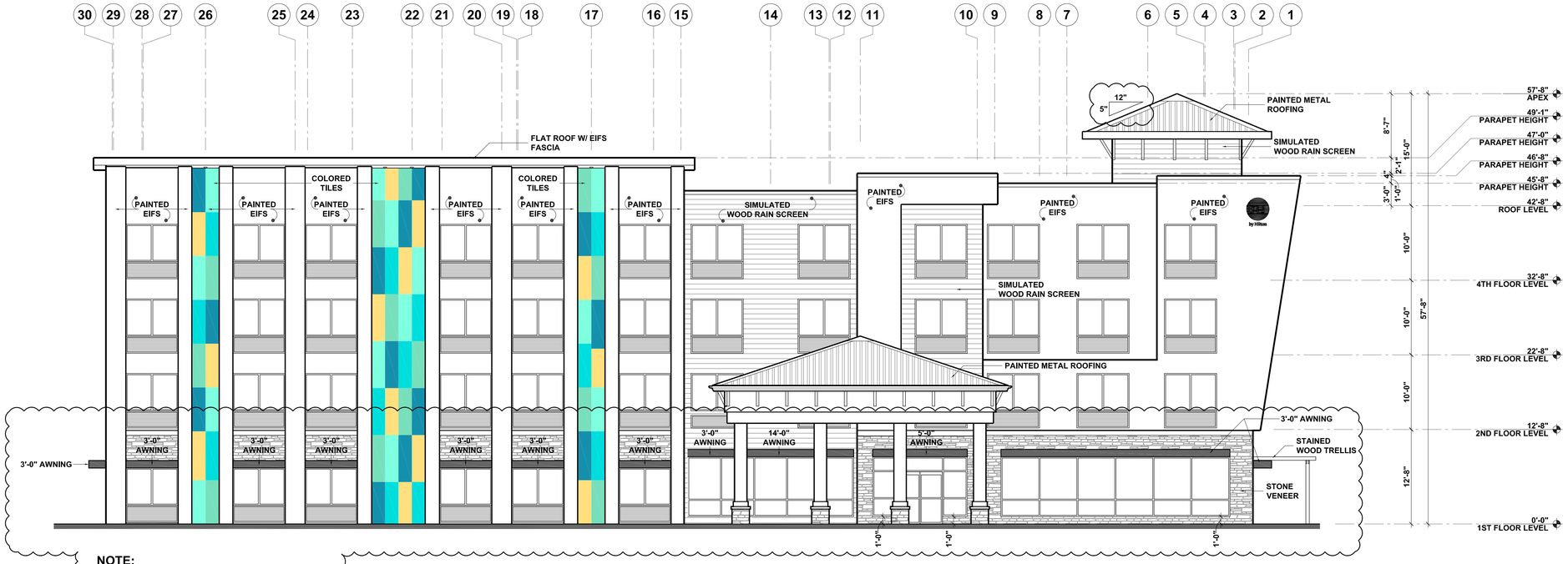
SIGNAGE


tru
by Hilton



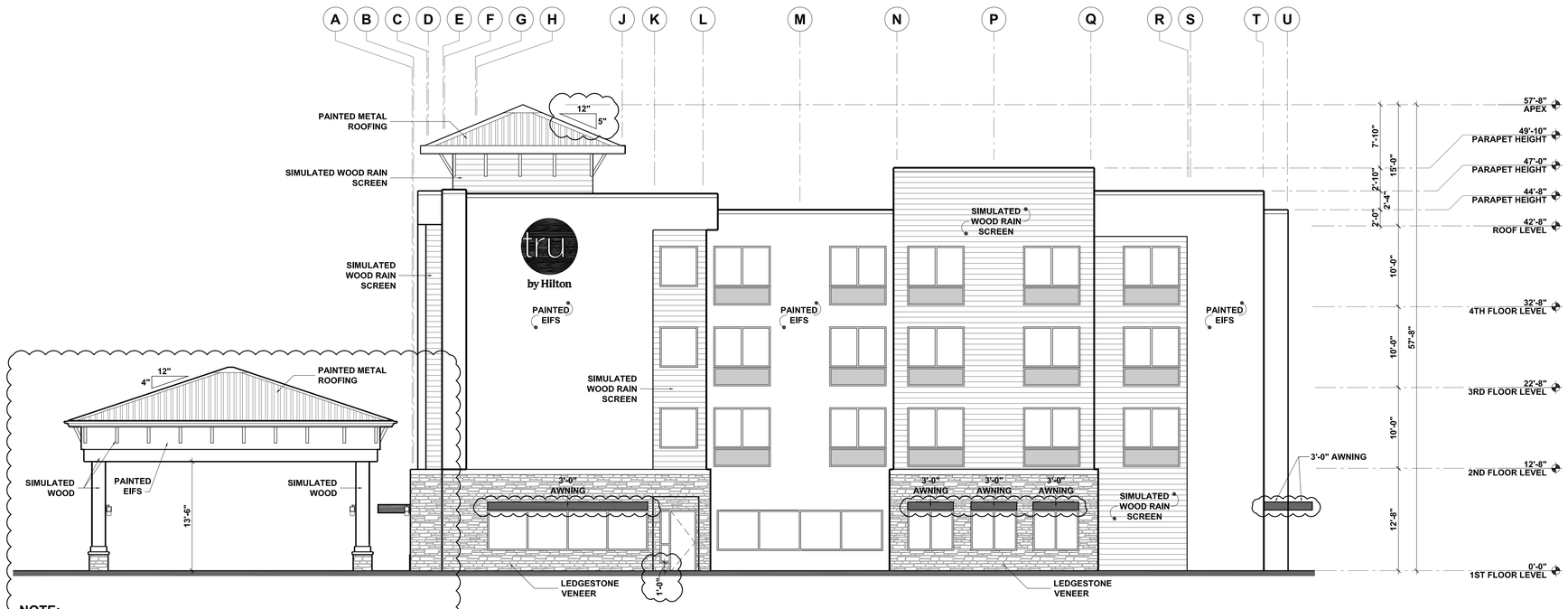

Stuart
TRAM



NOTE:
PARAPET TOTAL LENGTH : 160'-0"
TOTAL PARAPET LENGTH ABOVE 47'-0": 77'-5"
PARAPET ABOVE 47'-0" = 48%

WINDOWS LENGTH @ 70% OF TOTAL FACADE LENGTH

A SOUTH ELEVATION
A3.1 SCALE: 1/8 " = 1'-0"



NOTE:
FACADE TOTAL LENGTH : 108'-8"
TOTAL PARAPET LENGTH ABOVE 47'-0": 27'-10"
PARAPET ABOVE 47'-0" = 25%

WINDOWS LENGTH @ 57% OF TOTAL FACADE LENGTH

B EAST SIDE ELEVATION
A3.1 SCALE: 1/8 " = 1'-0"

PLAN NOTES

1) ALL AWNING PROVISIONS WILL HAVE 3'-0" WIDTH MINIMUM.
2) ALL SOFFIT AND FASCIA PROVISIONS ARE TO BE NON-ALUMINUM. ARCHITECT TO PROVIDE SPECIFICATIONS ON CONSTRUCTION PLANS.
3) ALL GUTTERS TO BE HALF ROUND.
4) GROUND FLOOR GLAZING (DOOR AND WINDOWS) TO BE CLEAR/TRANSPARENT WITH MIN. VISIBLE LIGHT TRANSMISSION (VLT) OF 50%.
5) ALL ROOF MECHANICAL EQUIPMENTS WILL BE COVERED AND LOCATED AT THE BACK SIDE OF THE HOTEL. ACTUAL LOCATION WILL BE PROVIDED ON CONSTRUCTION DOCUMENTS.

REVIEW SHEET - NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT
07-12-2023

AA C000606

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-2062

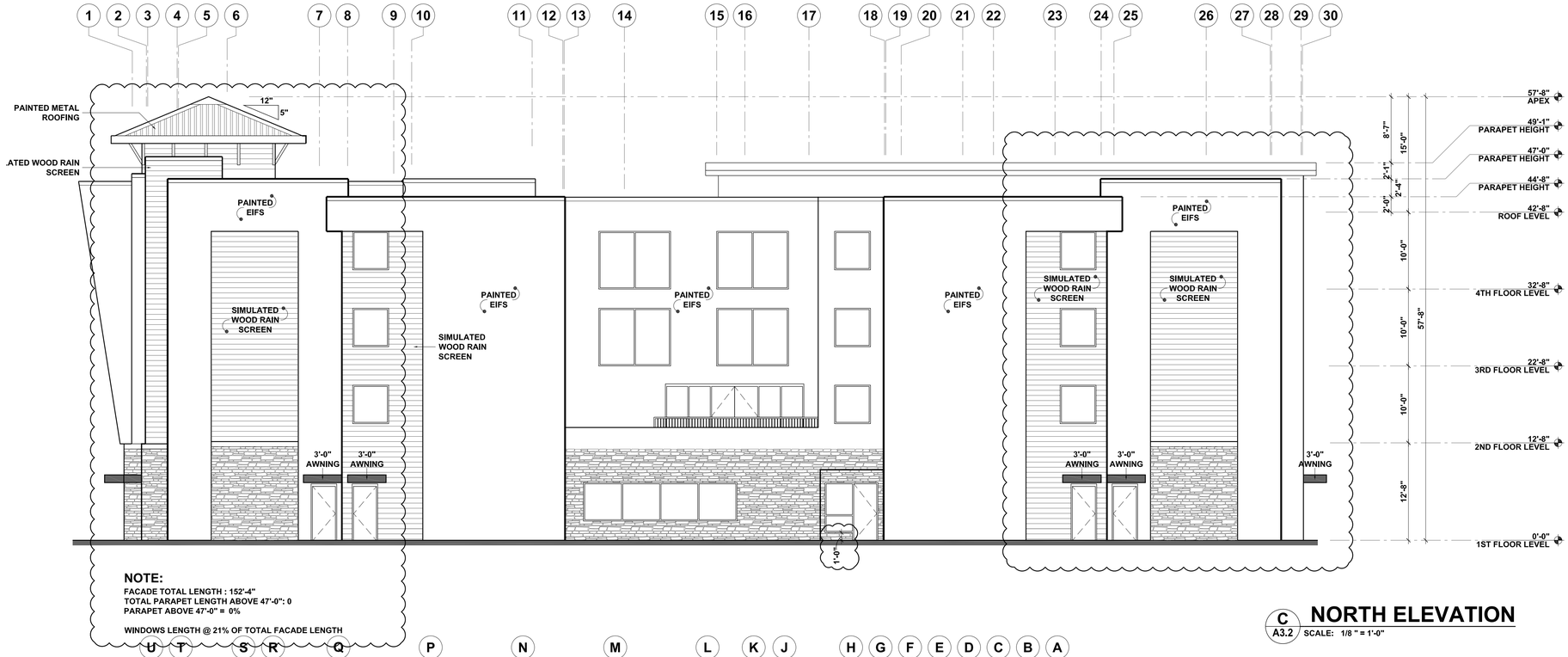
TRU HOTEL BY HILTON
RAJ PATEL
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO. 22039

DATE 07-12-2023

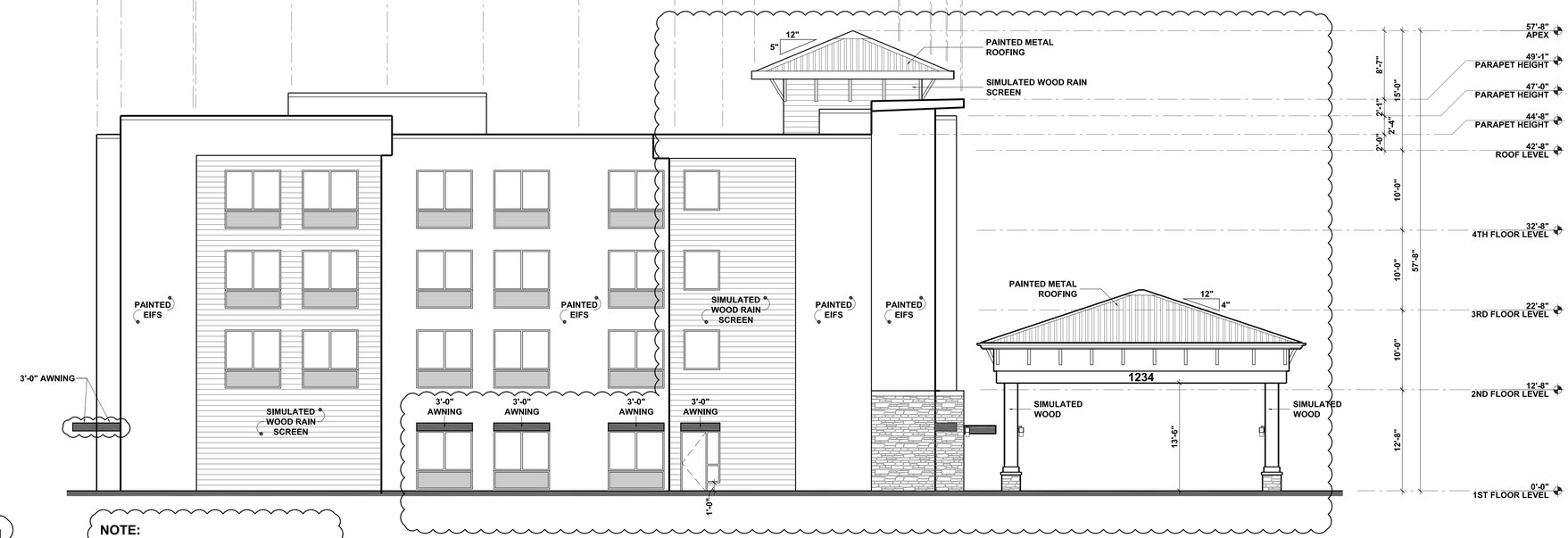
SHEET A3.1



NOTE:
FACADE TOTAL LENGTH : 152'-4"
TOTAL PARAPET LENGTH ABOVE 47'-0": 0
PARAPET ABOVE 47'-0" = 0%

WINDOWS LENGTH @ 21% OF TOTAL FACADE LENGTH

C A3.2 NORTH ELEVATION
SCALE: 1/8 " = 1'-0"



NOTE:
FACADE TOTAL LENGTH : 108'-8"
TOTAL PARAPET LENGTH ABOVE 47'-0": 11'-7"
PARAPET ABOVE 47'-0" = 10%

WINDOWS LENGTH @ 24% OF TOTAL FACADE LENGTH

D A3.2 WEST SIDE ELEVATION
SCALE: 1/8 " = 1'-0"

PLAN NOTES

1) ALL AWNING PROVISIONS WILL HAVE 3'-0" WIDTH MINIMUM.
2) ALL SOFFIT AND FASCIA PROVISIONS ARE TO BE NON-ALUMINUM. ARCHITECT TO PROVIDE SPECIFICATIONS ON CONSTRUCTION PLANS.
3) ALL GUTTERS TO BE HALF ROUND.
4) GROUND FLOOR GLAZING (DOOR AND WINDOWS) TO BE CLEAR/TRANSPARENT WITH MIN. VISIBLE LIGHT TRANSMISSION (VLT) OF 50%.
5) ALL ROOF MECHANICAL EQUIPMENTS WILL BE COVERED AND LOCATED AT THE BACK SIDE OF THE HOTEL. ACTUAL LOCATION WILL BE PROVIDED ON CONSTRUCTION DOCUMENTS.

REVIEW SHEET - NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT
07-12-2023

AA C000606
HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-3062

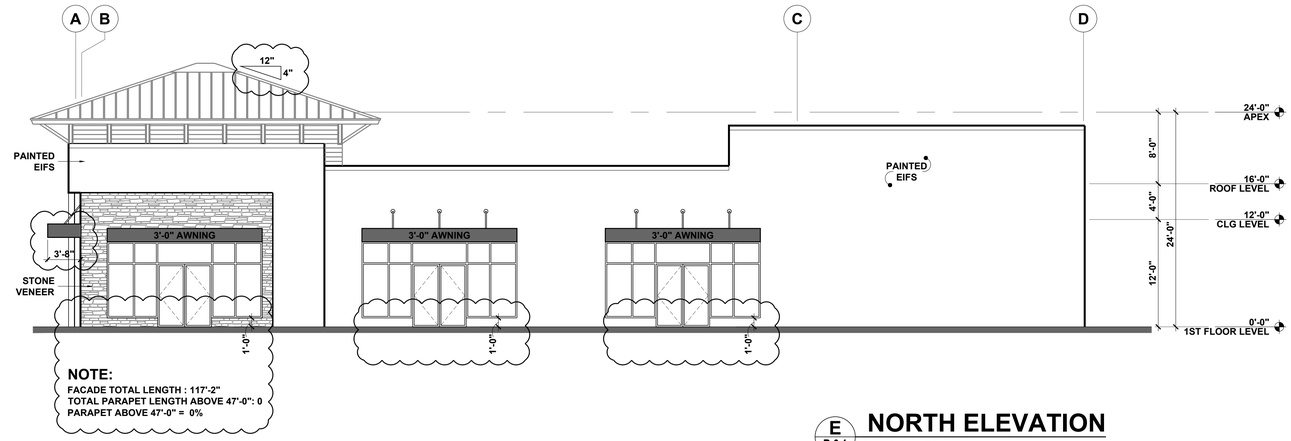
TRU HOTEL BY HILTON
RAJ PATEL
STUART, FLORIDA

REVISION

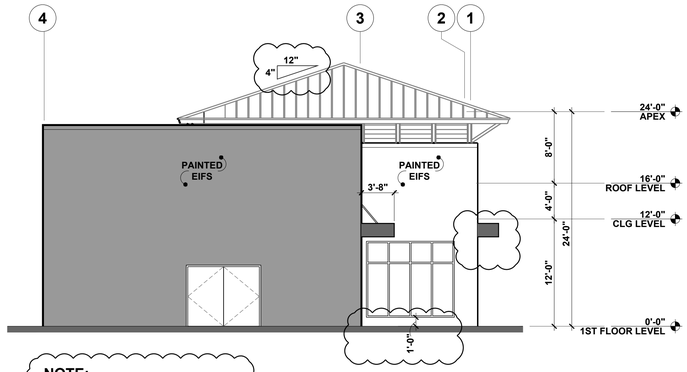
JOB NO.
22039

DATE
07-12-2023

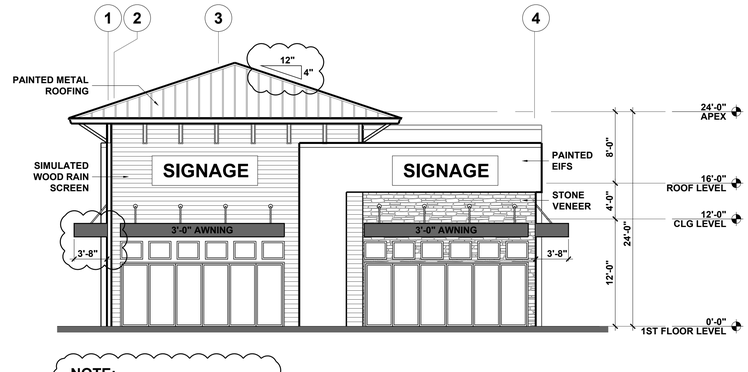
SHEET
A3.2



E R-3.1 **NORTH ELEVATION**
SCALE: 1/8 " = 1'-0"



F R-3.1 **WEST SIDE ELEVATION**
SCALE: 1/8 " = 1'-0"

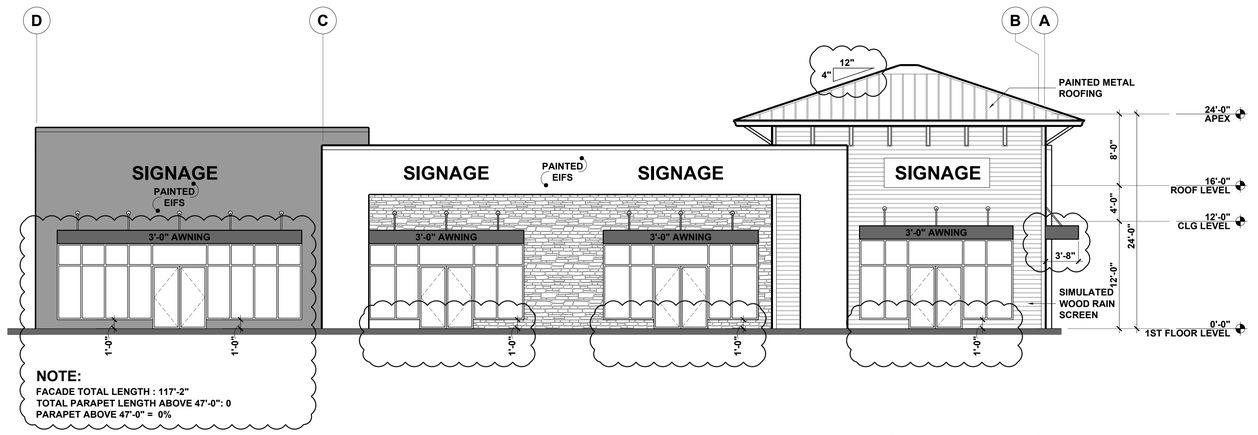


D R-3.1 **SOUTH ELEVATION**
SCALE: 1/8 " = 1'-0"

NOTE:
WINDOWS LENGTH @ 75% OF TOTAL FACADE LENGTH

PLAN NOTES

1) ALL AWNING PROVISIONS WILL HAVE 3'-0" WIDTH MINIMUM.
2) ALL SOFFIT AND FASCIA PROVISIONS ARE TO BE NON-ALUMINUM. ARCHITECT TO PROVIDE SPECIFICATIONS ON CONSTRUCTION PLANS.
3) ALL GUTTERS TO BE HALF ROUND.
4) GROUND FLOOR GLAZING (DOOR AND WINDOWS) TO BE CLEAR/TRANSPARENT WITH MIN. VISIBLE LIGHT TRANSMISSION (VLT) OF 50%.
5) ALL ROOF MECHANICAL EQUIPMENTS WILL BE COVERED AND LOCATED AT THE BACK SIDE OF THE HOTEL. ACTUAL LOCATION WILL BE PROVIDED ON CONSTRUCTION DOCUMENTS.



C R-3.1 **EAST ELEVATION**
SCALE: 1/8 " = 1'-0"

NOTE:
WINDOWS LENGTH @ 70% OF TOTAL FACADE LENGTH

REVIEW SHEET - NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT
07-12-2023

AA C000606

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-2062

RETAIL BUILDING
SINGLE STOREY
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO.
22039

DATE
07-12-2023

SHEET
R-3.1

Kimley»Horn

To: Kristopher McCrain
Principal Planner
City of Stuart Development Department

From: Alex Memering, P.E. ARM
Kimley-Horn and Associates, Inc.

Alex Campano, E.I. ADC
Kimley-Horn and Associates, Inc.

Date: December 20, 2023

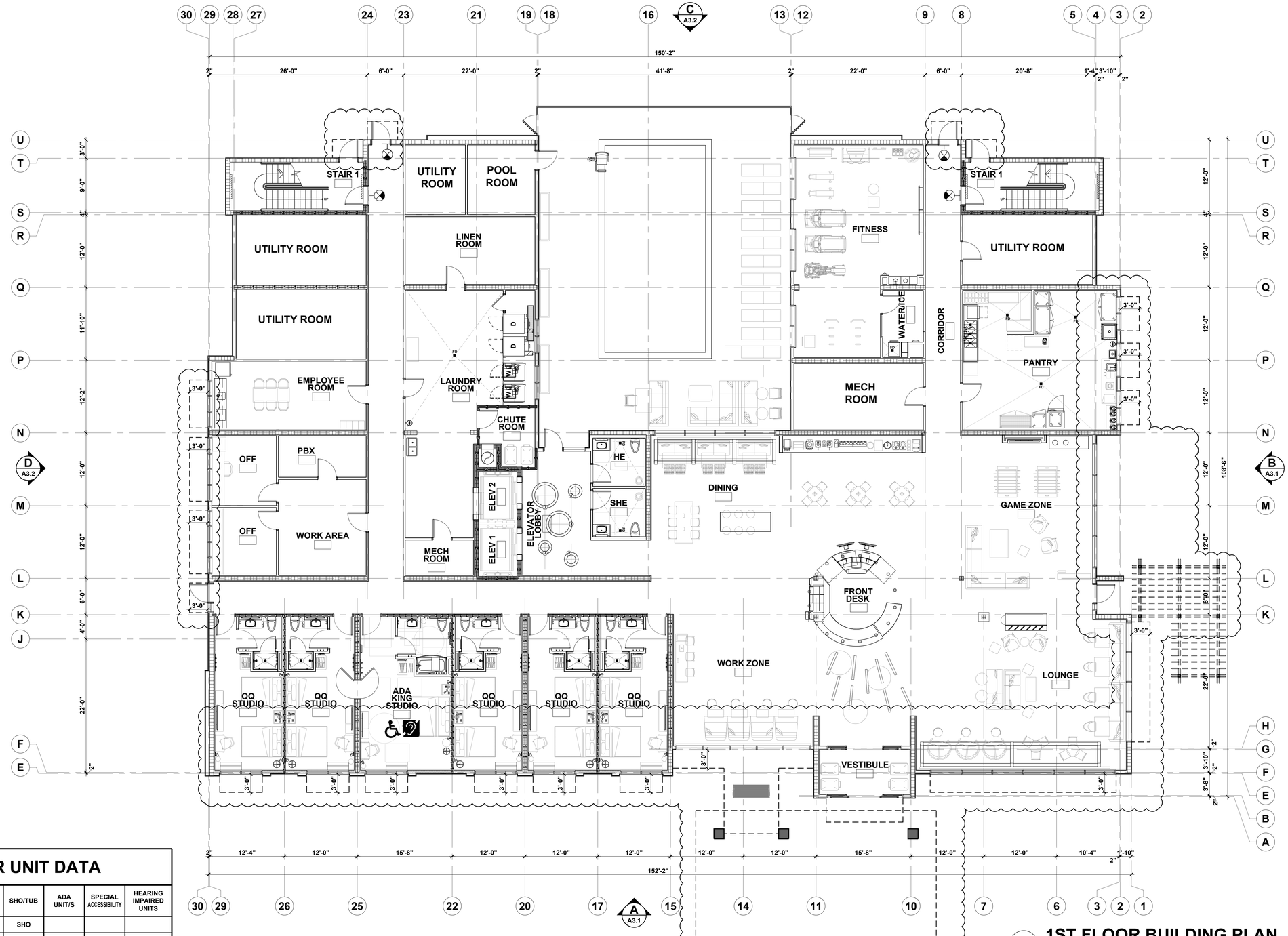
Re: **Creekside Hotel**
Final Review of Traffic Analysis

Kimley-Horn has reviewed the traffic impact study (revised November 30, 2023) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The proposed project consists of 101 hotel rooms, 2,500 square feet of retail, and 2,500 square feet of restaurant. The site is generally located northwest of the SW A Street at Colorado Avenue intersection in the City of Stuart.

The total net new trip generation potential for the proposed development is 863 daily trips, 54 (31 entering / 23 exiting) AM peak hour trips, and 53 (29 entering / 24 exiting) PM peak hour trips.

Access to the site will be provided via the existing A Street at Colorado Avenue right-in/right-out driveway, 7th Street at US 1 right-in/right-out driveway, and Palm City Road at US 1 intersection. Based on the expected project impact the existing transportation infrastructure external to the site should be sufficient to accommodate the proposed development.

Thank you for the opportunity to assist the City of Stuart in reviewing this project. Please contact us if you have any questions or need additional information.



1ST FLOOR UNIT DATA

UNIT TYPE	TOTAL	SHO/TUB	ADA UNIT/S	SPECIAL ACCESSIBILITY	HEARING IMPAIRED UNITS
QQ - STUDIO	2 UNITS	SHO			
KING - STUDIO	4 UNIT	SHO			-
			-		-
TOTAL UNITS: 6 UNITS			- UNITS	- UNIT	- UNITS

TOTAL FLOOR BUILDING AREA: 13,321 SQ. FT.

1ST FLOOR BUILDING PLAN

SCALE: 1/8 " = 1'-0"

Digitally signed by Thomas D Adams
Date: 2023.09.20 '20:07:49 -04'00

STATE OF FLORIDA · THOMAS DALE ADAMS · 12261 · REGISTERED ARCHITECT

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DESIGN DEVELOPMENT
07-12-2023

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HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-3062

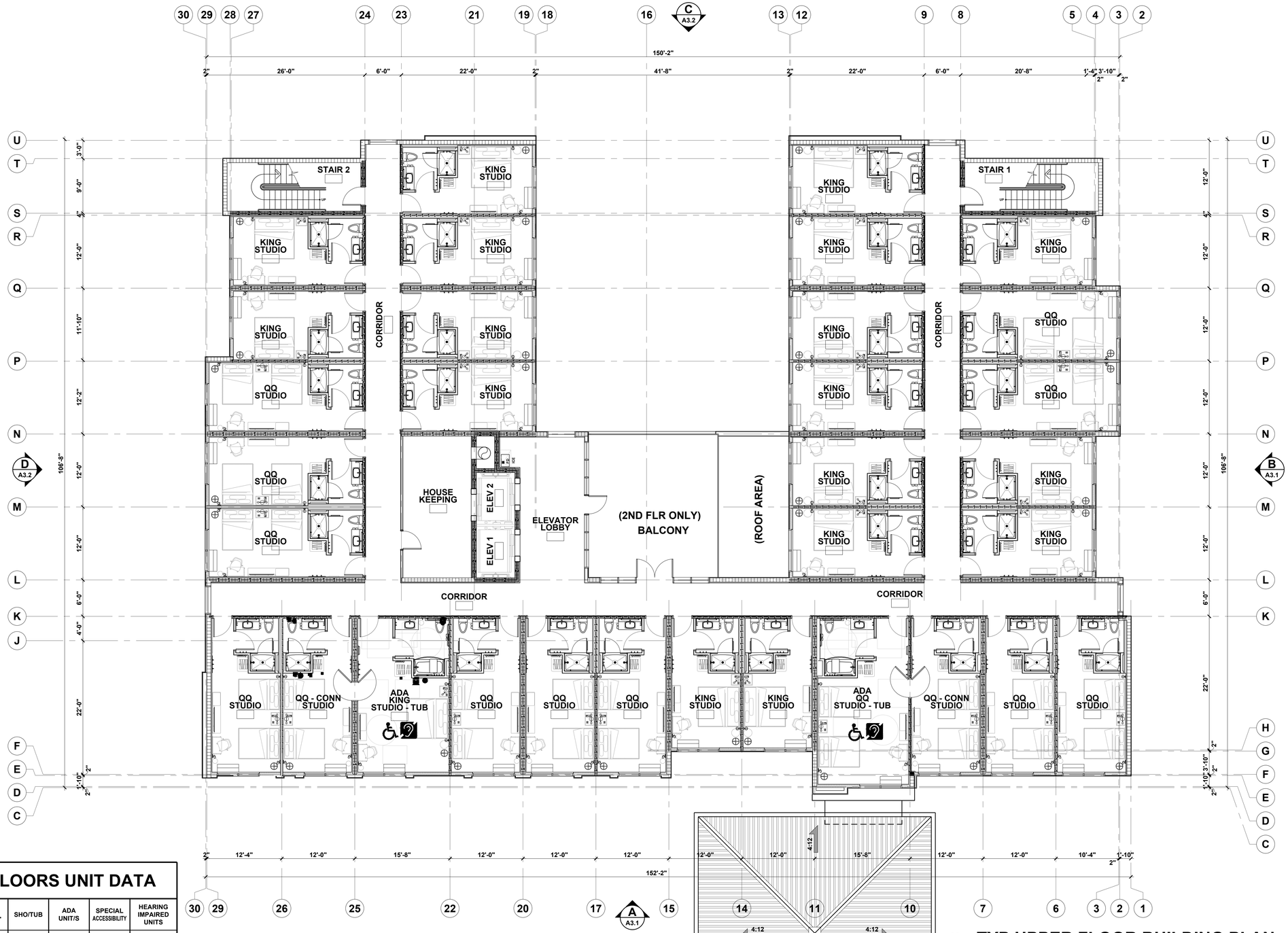
TRU HOTEL BY HILTON
RAJ PATEL
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO. 22039

DATE 07-12-2023

SHEET **A2.1**



TYP UPPER FLOOR BUILDING PLAN

A2.2 SCALE: 1/8 " = 1'-0"

TYP 2ND - 4TH FLOORS UNIT DATA

UNIT TYPE	TOTAL	SHO/TUB	ADA UNIT/S	SPECIAL ACCESSIBILITY	HEARING IMPAIRED UNITS
QQ - STUDIO	11 UNITS	SHO			U-223
QQ - STUDIO CONNECTING	2 UNITS	SHO			
QQ - STUDIO ADA - TUB	1 UNIT	TUB	-		
KING - STUDIO	17 UNITS	SHO			-
KING - STUDIO ADA - TUB	1 UNIT	TUB	-		-
TOTAL UNITS: 32 UNITS / FLOOR			- UNITS	- UNIT	- UNITS

TOTAL FLOOR BUILDING AREA: 12523 SQ. FT.
TOTAL BALCONY AREA: 514 SQ. FT.

Digitally signed by Thomas D Adams
Date: 2023.09.20 '20:08:20 -04'00

STATE OF FLORIDA · THOMAS DALE ADAMS · 12261 · REGISTERED ARCHITECT

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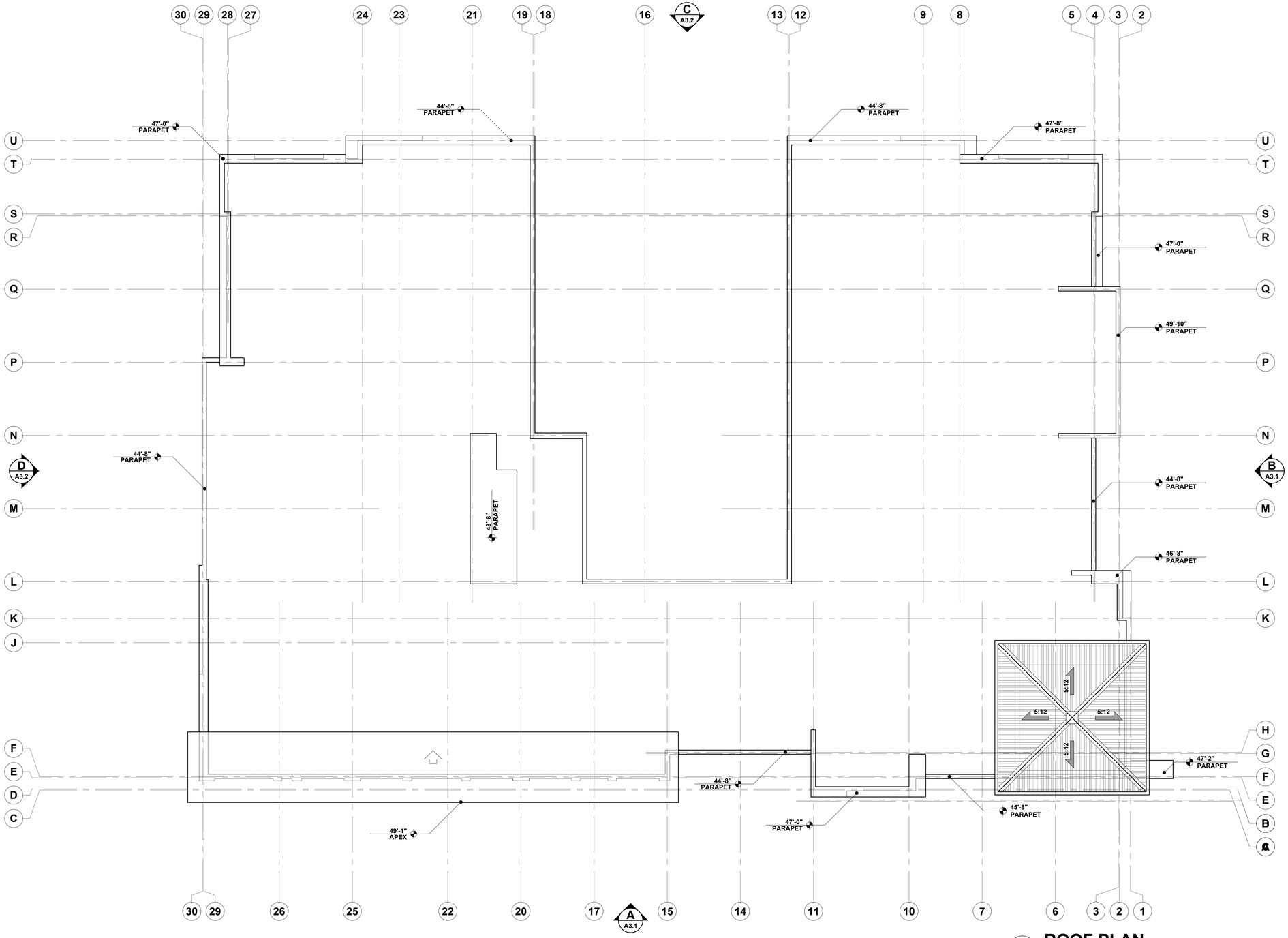
DESIGN DEVELOPMENT
07-12-2023

AA C000606
HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-2062

TRU HOTEL BY HILTON
RAJ PATEL
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO. 22039
DATE 07-12-2023
SHEET A2.2



ROOF PLAN

SCALE: 1/8 " = 1'-0"

PLAN NOTES

1) ALL AWNING PROVISIONS WILL HAVE 3'-0" WIDTH MINIMUM.
2) ALL SOFFIT AND FASCIA PROVISIONS ARE TO BE NON-ALUMINUM. ARCHITECT TO PROVIDE SPECIFICATIONS ON CONSTRUCTION PLANS.
3) ALL GUTTERS TO BE HALF ROUND.
4) NO GLASS OPENINGS (DOOR AND WINDOWS) TO BE CLEAR/TRANSPARENT WITH 50% VLT (VISIBLE LIGHT TRANSMISSION.
5) ALL ROOF MECHANICAL EQUIPMENTS WILL BE COVERED AND LOCATED AT THE BACK SIDE OF THE HOTEL. ACTUAL LOCATION WILL BE PROVIDED ON CONSTRUCTION DOCUMENTS.

Digitally signed by Thomas D Adams
Date: 2023.09.20 '20:08:56 -04'00

STATE OF FLORIDA · THOMAS DALE ADAMS · 12261 · REGISTERED ARCHITECT

This item has been electronically signed and sealed by Thomas D. Adams, Arch. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REVIEW SHEET - NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT
07-12-2023

AA C000606

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-2062

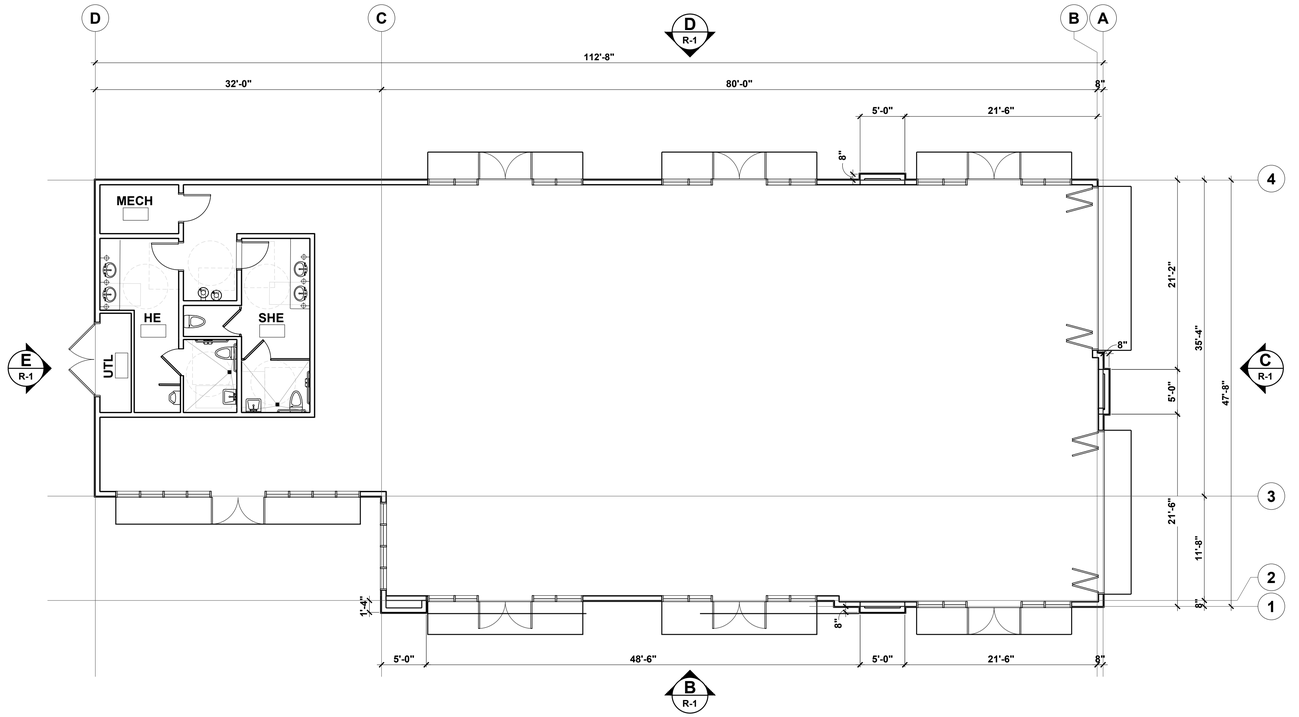
TRU HOTEL BY HILTON
RAJ PATEL
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO. 22039

DATE 07-12-2023

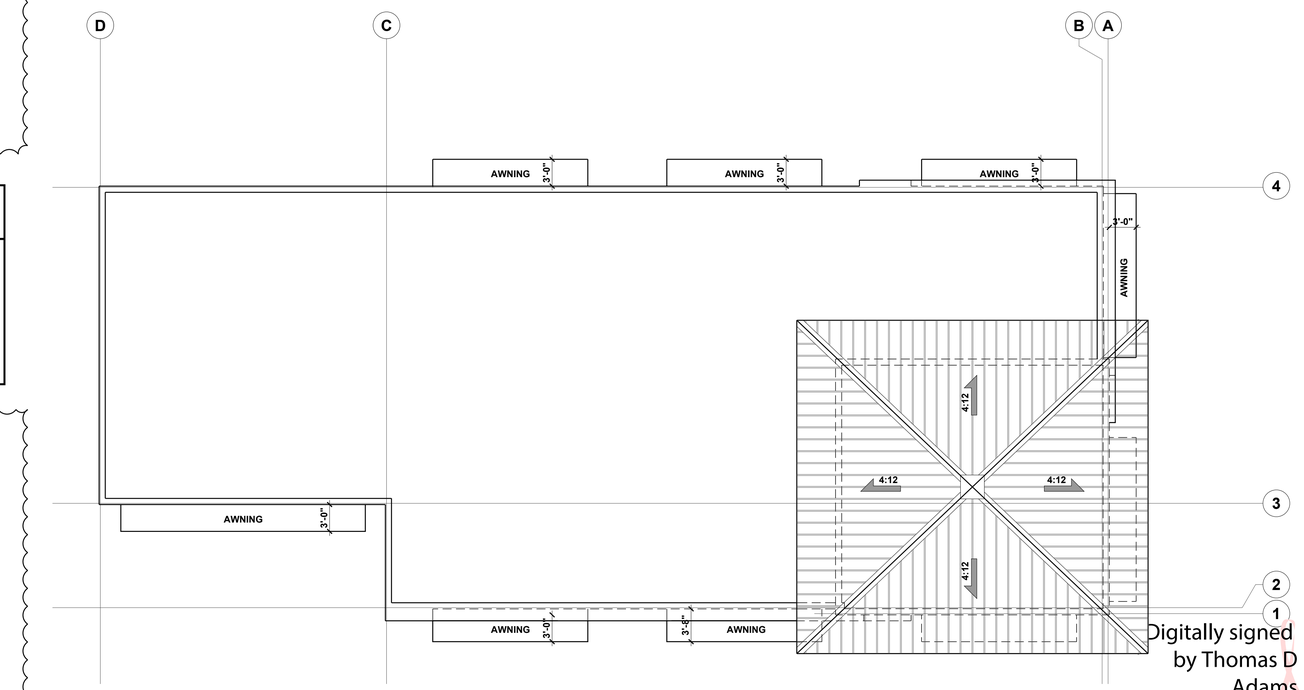
SHEET A2.3



A R-1 **RETAIL 1ST FLOOR PLAN**
SCALE: 1/8 " = 1'-0"

PLAN NOTES

1) ALL AWNING PROVISIONS WILL HAVE 3'-0" WIDTH MINIMUM.
2) ALL SOFFIT AND FASCIA PROVISIONS ARE TO BE NON-ALUMINUM. ARCHITECT TO PROVIDE SPECIFICATIONS ON CONSTRUCTION PLANS.
3) ALL GUTTERS TO BE HALF ROUND.
4) NO GLASS OPENINGS (DOOR AND WINDOWS) TO BE CLEAR/TRANSPARENT WITH 50% VLT (VISIBLE LIGHT TRANSMISSION.
5) ALL ROOF MECHANICAL EQUIPMENTS WILL BE COVERED AND LOCATED AT THE BACK SIDE OF THE HOTEL. ACTUAL LOCATION WILL BE PROVIDED ON CONSTRUCTION DOCUMENTS.



B R-1 **ROOF PLAN**
SCALE: 1/8 " = 1'-0"

Digitally signed by Thomas D Adams
Date: 2023.09.20 '20:10:59 -04'00

STATE OF FLORIDA
THOMAS DALE ADAMS
12261
REGISTERED ARCHITECT

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PREVIEW SHEET - NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT
07-12-2023

AA C000606

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
377 MAITLAND AVE, SUITE 2010, ALTAMONTE SPRINGS, FL 32701
PHONE 407 647-5767 FAX 407 647-2062

RETAIL BUILDING
SINGLE STOREY
STUART, FLORIDA

REVISION
1 9-19-23

JOB NO.
22039

DATE
07-12-2023

SHEET
R-1



A **SOUTH BUILDING ELEVATION | PROPOSED SIGNAGE**

SCALE: 3/32" = 1'-0"

tru

Design #

0422465Ar3

Sheet 1 **of** 6

Client

TRU BY HILTON

Address

NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000

Account Rep. M WILSON

Designer RFF

Date 08.08.23

Revision / Date

R1 ES 8/10 C rev

R2:JH:8/15/23:REVISE SITE PLAN, ADD NOTES TO PAGE 4.

R3 TS-8/25/23: Rework "C" to incorporate building finishes

CHANDLER SIGNS

chandlersigns.com

National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5599 Fax (361) 643-6533

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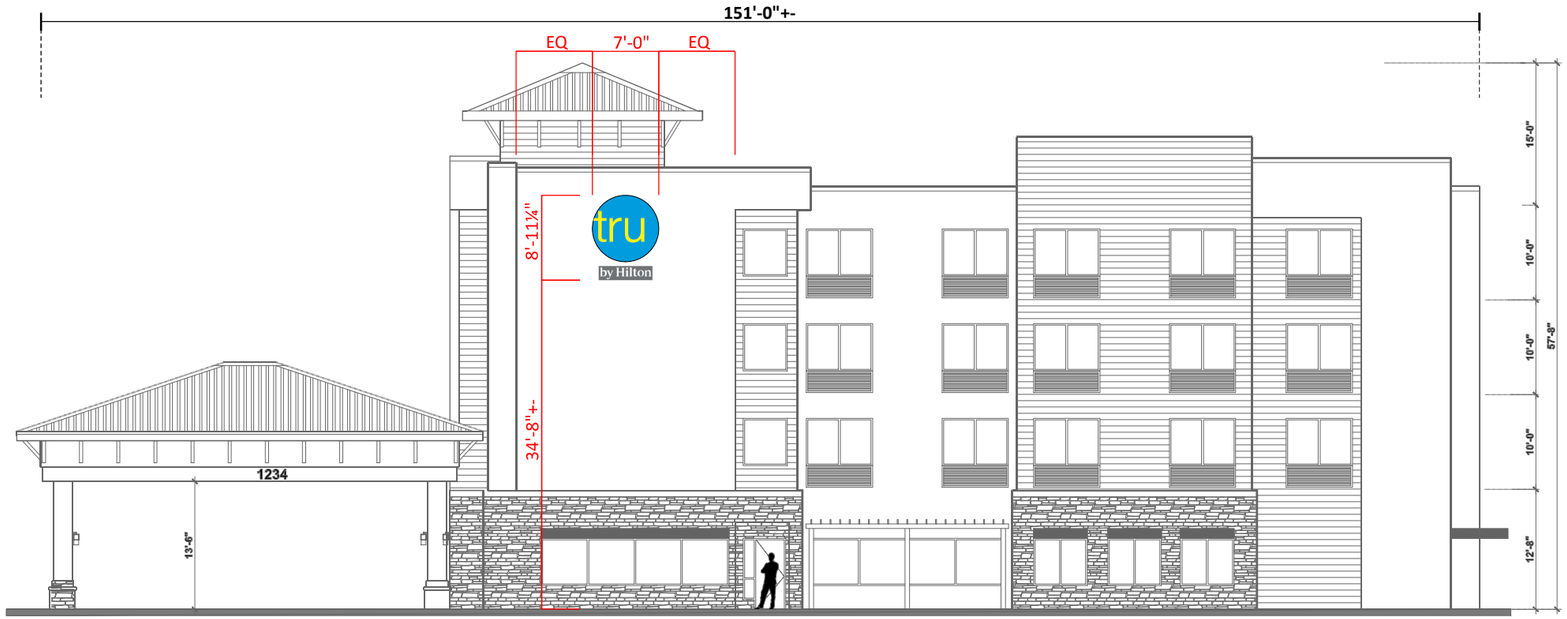
FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).



B **EAST BUILDING ELEVATION | PROPOSED SIGNAGE**

SCALE: 3/32" = 1'-0"

Design #

0422465Ar3

Sheet 2 **of** 6

Client

TRU BY HILTON

Address

NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000

Account Rep. M WILSON

Designer RFF

Date 08.08.23

Revision / Date

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CHANDLER SIGNS

chandlersigns.com

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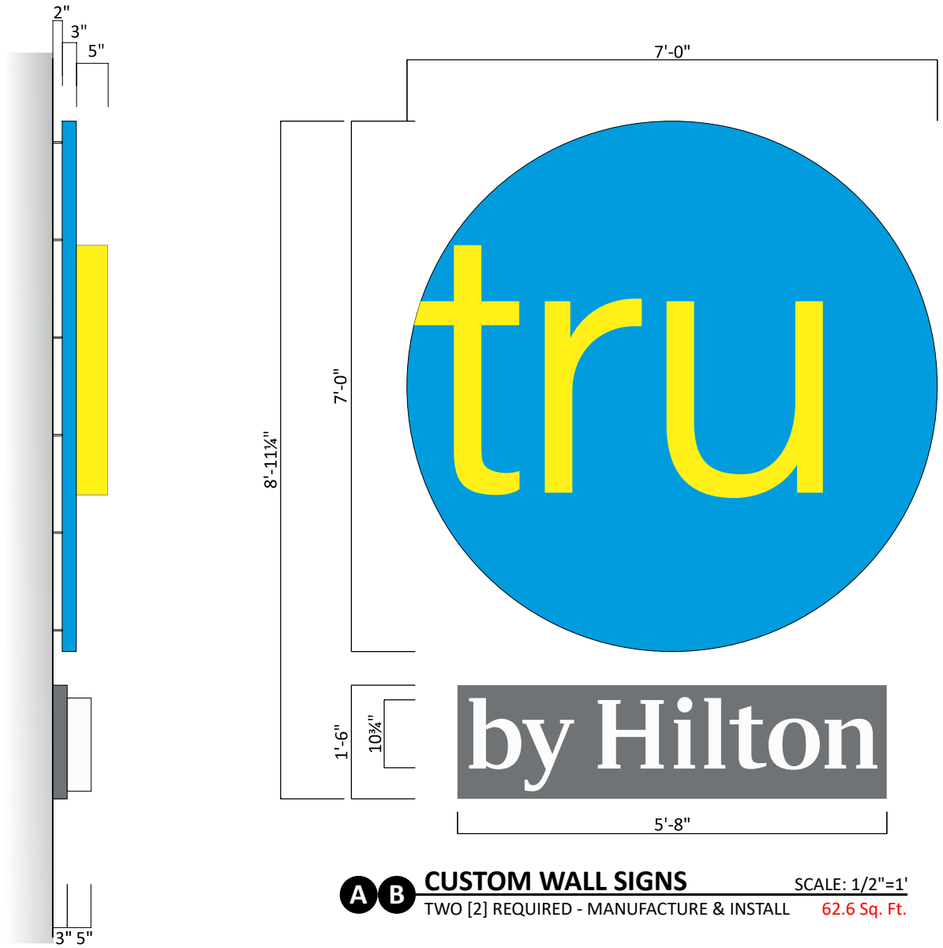

A B CUSTOM WALL SIGNS SCALE: 1/2"=1'

TWO [2] REQUIRED - MANUFACTURE & INSTALL 62.6 Sq. Ft.





LIGHTING SIMULATION

Design #	**0422465Ar3**
Sheet	3 **of** 6
Client	**TRU BY HILTON**
Address	NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000
Account Rep.	M WILSON
Designer	RFF
Date	08.08.23

Revision / Date

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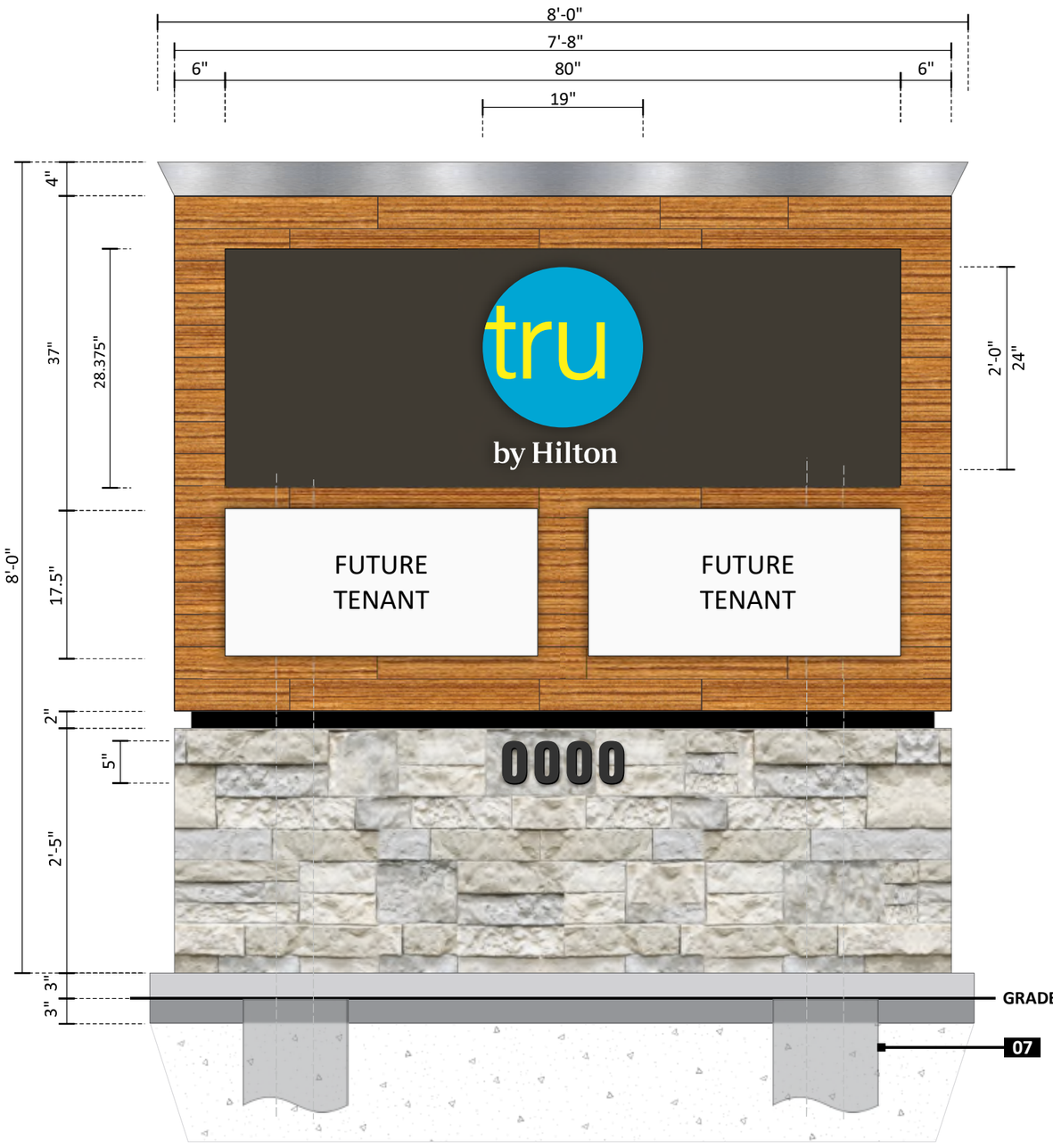

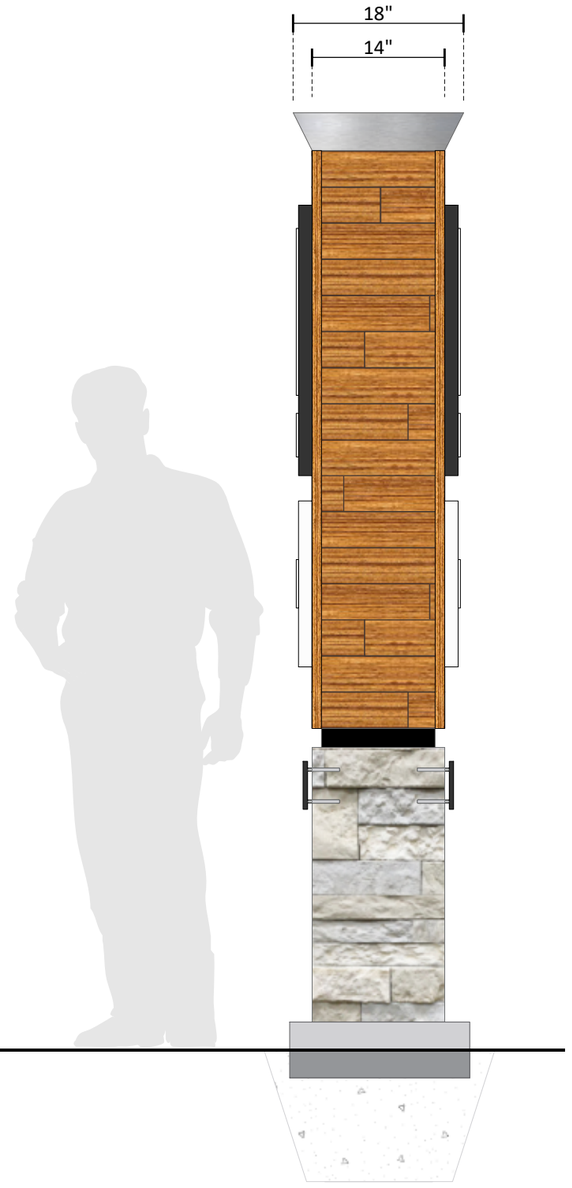

SIDE VIEW

C D/F FREESTANDING ILLUMINATED MONUMENT SIGN

SCALE: 3/4"=1'

ONE [1] REQUIRED - MANUFACTURE & INSTALL

64 Sq. Ft.

tru

Design #	0422465Ar3
Sheet	4 of 6
Client	TRU BY HILTON
Address	NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000
Account Rep.	M WILSON
Designer	RFF
Date	08.08.23

Revision / Date

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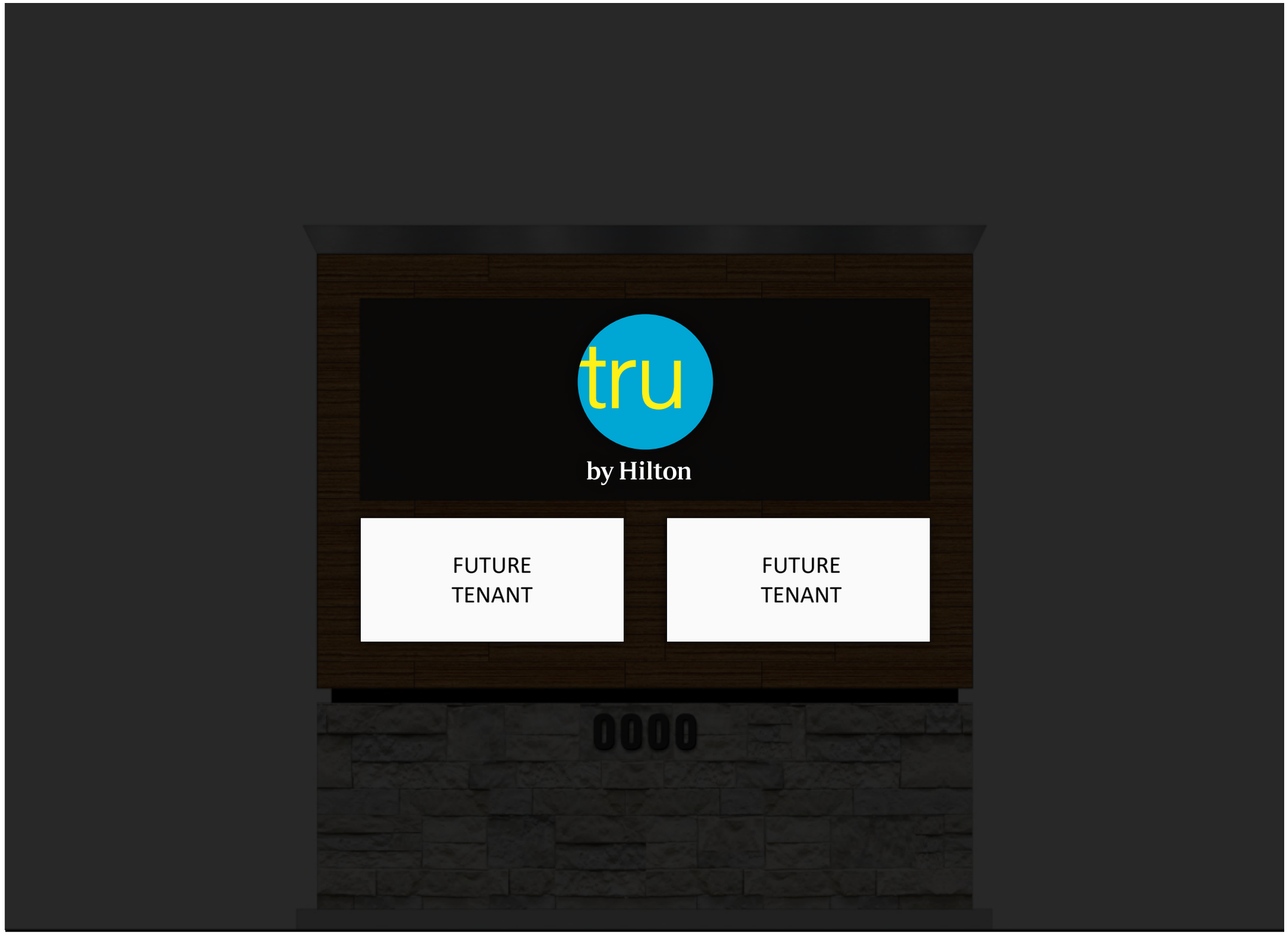

SIMULATED NIGHT VIEW

Design #	**0422465Ar3**
Sheet	5 **of** 6
Client	**TRU BY HILTON**
Address	NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000
Account Rep.	M WILSON
Designer	RFF
Date	08.08.23

Revision / Date

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chandlersigns.com

National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 **(214) 902-2000 Fax (214) 902-2044**
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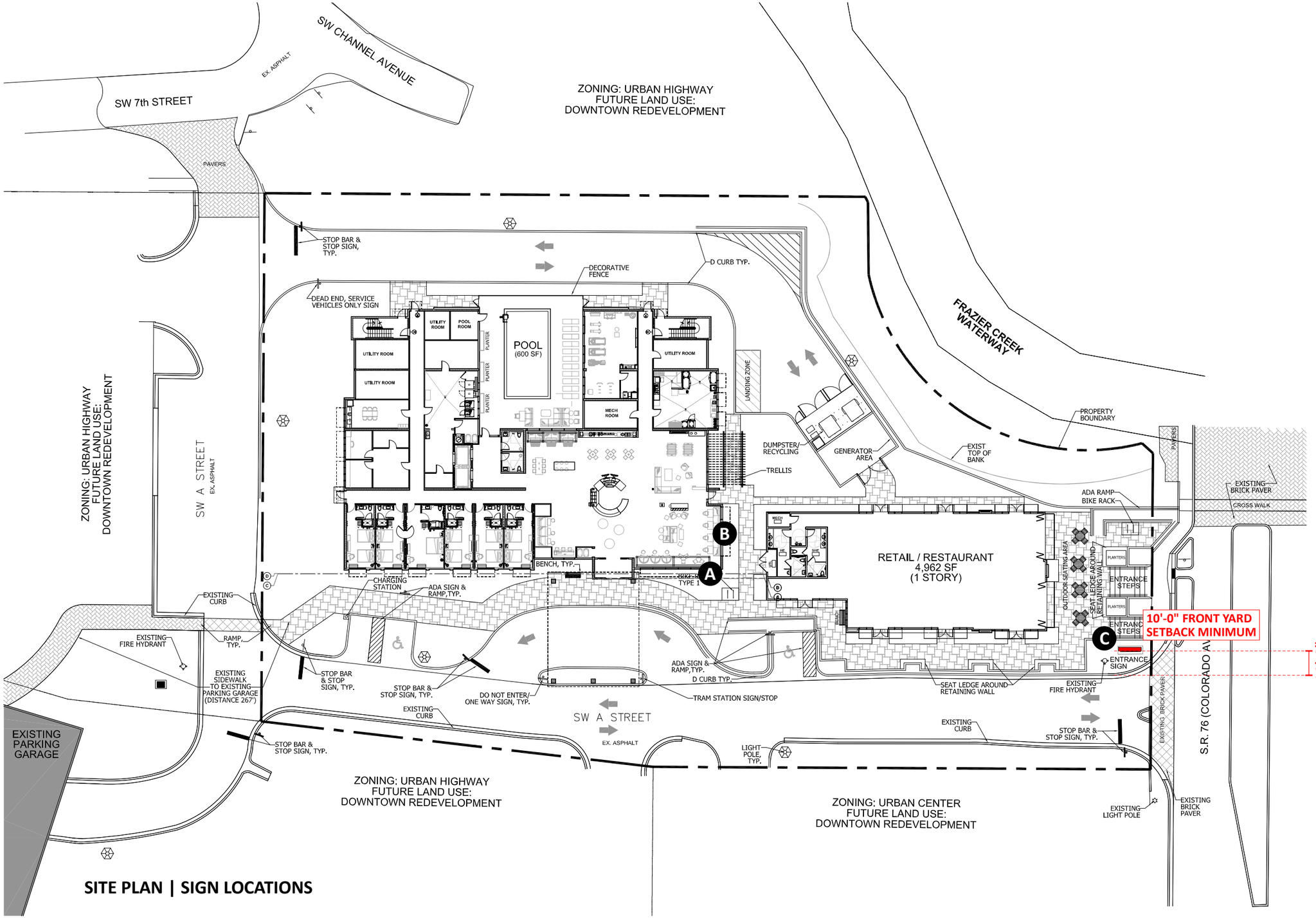

SITE PLAN | SIGN LOCATIONS

tru

Design #	0422465Ar3
Sheet	6 of 6
Client	TRU BY HILTON
Address	NW CORNER OF SR 76 & SW A ST STUART, FL. 34994-0000
Account Rep.	M WILSON
Designer	RFF
Date	08.08.23

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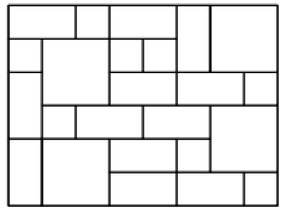
PERMEABLE PAVER - SIDEWALK (SITE WIDE)

NTS



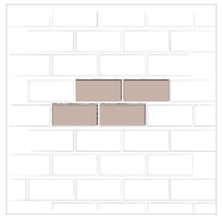


SERIES: PERMEABLE INTERLOCKING CONCRETE PAVER
STYLE: AQUALINE PAVER
SIZE: ASHLAR 3 PIECE - 80MM
PATTERN: STACK BOND
COLOR: FOUNDRY
TRAFFIC LOAD & COMPLIANCE: COMMERCIAL PEDESTRIAN
FACILITY & BUSINESS PARKING
COMMERCIAL & RESIDENTIAL ROADS
MINOR COLLECTOR & BUS PARKING
VENDOR: BELGARD
(WWW.BELGARDCOMMERCIAL.COM)

PERMEABLE PAVER - PARKING STALLS (ON SITE)

NTS



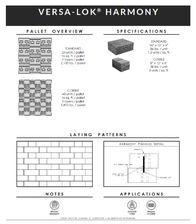


SERIES: PERMEABLE INTERLOCKING CONCRETE PAVER
STYLE: ECO-HOLLAND PAVER
SIZE: 4 X 8 - 80MM
PATTERN: RUNNING BOND
COLOR: SLATE
TRAFFIC LOAD & COMPLIANCE: COMMERCIAL PEDESTRIAN
FACILITY & BUSINESS PARKING
COMMERCIAL & RESIDENTIAL ROADS
MINOR COLLECTOR & BUS PARKING
VENDOR: BELGARD
(WWW.BELGARDCOMMERCIAL.COM)

RETAINING WALL

NTS



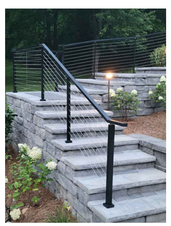


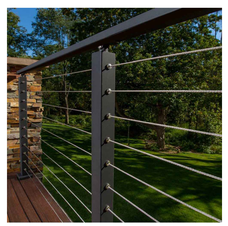


SERIES: VERSA-LOK HARMONY RETAINING WALL BLOCK
STYLE: STANDARD AND COBBLE
COLOR: ALLEGHENY
APPLICATIONS: OUTDOOR LIVING
WALLS & COLUMNS
VENDOR: VERSA-LOK RETAINING WALL SYSTEMS
(WWW.VERSA-LOK.COM)

GUARD RAIL

NTS





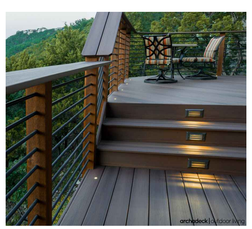
SERIES: CABLE BULLET
STYLE: CABLE RAILING FOR METAL POSTS
COLOR: BLACK
APPLICATIONS: CABLE RAILS/GUARD RAILS
VENDOR: CABLE BULLET - CABLE RAIL SYSTEM
(WWW.CABLEBULLET.COM)

STAIR MATERIALS

NTS





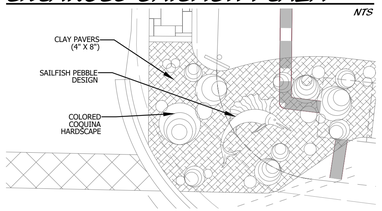


TREAD
SERIES: UNILOCK SANDSTONE
COLOR: IVORY SAND
APPLICATIONS: BORDERS & ACCENTS
PEDESTAL OR OVERLAY
RESIDENTIAL PEDESTRIAN
VENDOR: UNILOCK
(WWW.UNILOCK.COM)

RISER
SERIES: N/A
MATERIAL/COLOR: FINE WOOD VENEER (DARK STAIN)
OR "FLOATING" LOOK
APPLICATIONS: -SEE IMAGES TO LEFT
VENDOR: VENEER/FACADE OF STEP RISER
TO BE DETERMINED

ENLARGED SAILFISH PLAZA

NTS



PLAZA MATERIALS



COLOR: EVENING BEIGE, WHITE
BARREL SHELL AGGREGATE
MATERIAL: COQUINA CONCRETE
APPLICATION: PLAZA BUBBLES



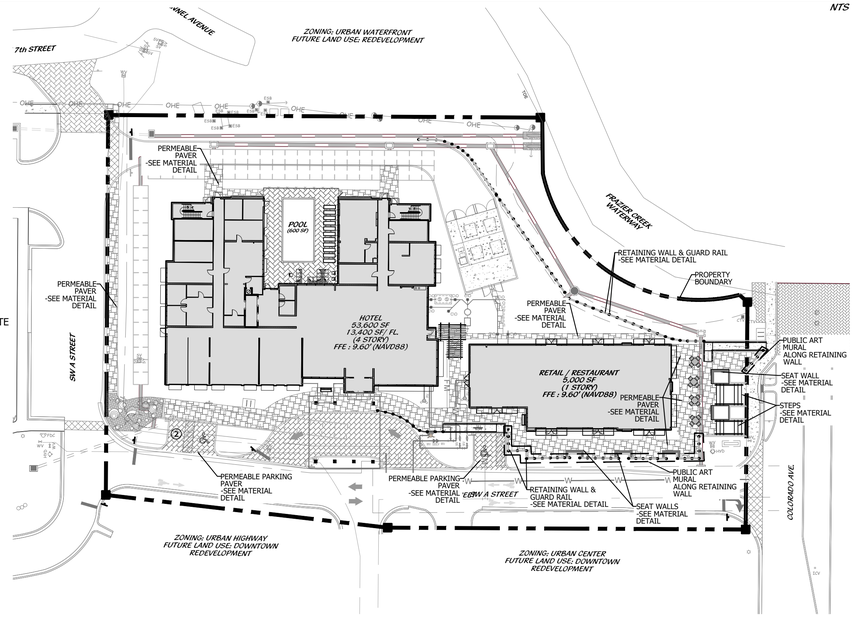
COLOR: MULTI- COLORED
MATERIAL: MESH PEBBLES
APPLICATION: PLAZA SAILFISH



COLOR: NO. 41 CARIBBEAN BEVELED BRICK
WITH SPACING LUGS
MATERIAL: CLAY PAVER
APPLICATION: PLAZA PAVERS

MATERIAL AND PUBLIC ART CALL OUTS

NTS



MURAL PRECEDENT IMAGES

NTS









NOTE: MURAL DESIGN AND MATERIALS TO BE DETERMINED AT A LATER DATE BY OWNER AND LOCAL ARTIST. PRECEDENT IMAGE PURPOSE IS TO SPARK CREATIVITY AND PROVIDE POTENTIAL DESIGN OPTIONS. SITE MURAL OR OTHER PUBLIC ART ELEMENT (SIDEWALK, ETC.) TO BE FINALIZED WITH SITE DEVELOPMENT PERMIT.

SEAT WALL

NTS





WOOD TYPE: HARDWOOD TIMBER OR CEDAR
STYLE: SLATTED DESIGN BENCH SEAT TOP
FLOATING APPEARANCE
COLOR: NATURAL/MEDIUM STAIN
APPLICATIONS: SEAT LEDGE
VENDOR: TO BE DETERMINED

MATERIAL STATEMENT

ALL MATERIALS ARE SUBJECT TO CHANGE DUE TO PRODUCT AVAILABILITY, SELECTED CONTRACTORS, AND OWNER PREFERENCE. MATERIALS INCLUDED IN THIS PLAN ARE PRELIMINARY AND PROVIDED AS CONTEXTUAL INFORMATION. FURTHER MATERIAL SPECIFICATIONS AND HARDSCAPE PLANS WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTATION AND PROJECT BIDS.

MATERIALS & PUBLIC ART EXHIBIT

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Creekside Hotel
Stuart, Florida

DESIGNED LAH/TJB
DRAWN TJB
APPROVED DTS/LAH
JOB NUMBER 22-1016
DATE 03-07-23
REVISIONS 05-12-23
09-29-23

SHEET 1 OF 1

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____
Approved by: _____

Variance Application

Project ID# 17120001
(Staff Entry)

Pre-App Conference Date:	Application Date: 11/20/17
Project Name: Shoppes on Colorado	
Parcel ID# 05-38-41-000-000-0230-5	Project Address: 716 S. Colorado Ave.
Zoning/CRA Sub-district:	
Subdivision:	Lot(s):
Fee: $204.80/Administrative Variance Approval or $819.20/Board of Adjustment Approval *(This does not include fees that may be charged as a result of application review by the City's consultants)*	

The Board of Adjustment may grant a variance from the strict application of the following dimensional requirements of the city land development regulations and the city Code of Ordinances:

(1) lot area requirements; minimum yard setbacks; setbacks, building separation and heights for accessory structures; finished floor elevation; satellite television antenna systems; fences, walls, hedges and enclosures; and setback requirements for location of swimming pools.

The City's Development Director may grant an administrative variance for the following standards of the land development code:

(1) Yard setbacks. Any yard setback variance request which does not exceed 110 percent of the code requirement. (For example: where a rear yard setback is 15 feet, and the variance request doesn't exceed 1.5 feet of relief or a reduction to a 13.5-foot setback.)

(2) Fences, walls and hedges. Any variance request for a fence, wall or hedge height or location, or other buffer screening matter.

(3) Other minor code variances and minor site plan amendments. Any other minor technical or land use code variance (but not including setback variances covered above) or any minor site plan revision or amendment for items including, but not limited to, those affecting drainage, easements, bulkheads, docks, flood elevation, curbing and curb-cuts, medians, solid waste collection, principal or accessory structures or lots, signage, landscape, lighting, parking, driveways, or utilities; and including a change of use from one permitted use to another permitted use.

A minor code variance or site plan revision is one in which the requested change:

1. Does not increase or enlarge the density, intensity of use, footprint, or any dimension of the overall plan by more than five percent; and
2. Does not increase or enlarge the exterior "footprint" of commercial, industrial or multi-family residential buildings by more than 1,000 square feet of building, or more than 1,000 square feet of additional impervious area; or
3. Does not increase or enlarge the "footprint" of single family or small multi-family (four or fewer dwelling units) buildings by more than 360 square feet of building, or no more than 360 square feet of additional impervious area is requested; and
4. Where the scope and intent of any variance approved by the board of adjustment, or scope and intent of any site plan previously approved by the city commission is not violated.

Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, a site plan, and any other information as may be required by the City Development Director in order to do a thorough review of the request. The data requirements for a site plan are available at the Development Department.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Board of Adjustment (BOA) public hearing.

Justification: Please provide justification supporting the request for a variance *(include additional pages if needed).*

(over)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Theodore G. Glasrud	City/State/Zip Code: Stuart FL 34994
Title: President	Telephone Number: (772) 781-0771
Company: Ted Glasrud Associates FL, LLC	Facsimile Number: (772) 781-0964
Company Address: 759 SW Federal Hwy, Suite 217	Email Address (optional): kbrown@tedglasrud.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

3. The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

I hereby certify that all information contained herein is true and correct.

4. Signed this 6th day of December, 2017.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 6th day of December 2017 by Theodore G Glasrud who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Notary Signature

KRISTEN R BROWN
Notary Public – State of Florida
Commission # GG 138758
My Comm. Expires Sep 29, 2021
Bonded through National Notary Assn.

Commission expires: 9/29/21

Stuart

PUBLIC WORKS MEMORANDUM

TO: Senior Planner

FROM: Public Works Director

DATE: December 14, 2017

REF: Shoppes on Colorado-Project ID#17120001

This department has reviewed the application material for construction of a 16-space, temporary off-site paved parking lot.

Additionally, the Engineer of Record has provided assurance that the improvements will have insignificant impact on the stormwater and flood protection system.

We have No Objection to the requested improvements as shown on the attached documents provided by Mathers Engineering Corporation, Job No. TGA Shoppes dated December, 2017.

MATHERS ENGINEERING
CORPORATION

2431 SE Dixie Highway
Stuart, FL 34996
Phone: (772) 287-0525
EB#0004456

December 11, 2017

City of Stuart Development Department
Attn: Pinal Gandhi-Savdas, Senior Planner
121 SW Flagler Avenue
Stuart, FL 34994

RE: Engineer Statement for the Temporary Offsite Parking Lot for Shoppes on Colorado Avenue for the Administrative Variance – project # Z17120001

Dear Ms. Gandhi-Savdas:

The proposed temporary parking spaces are adjacent to and will drain to the existing entrance for Building #5 of the Royal Palm Financial Center V.

The runoff from the spaces will utilize the existing roads concrete flumes to discharge into the undeveloped property to the North. This area is part of the building 5's permit plans and contain approximately one acre of flood plain, dry retention, berm and 4-inch PVC bleeder discharge pipe (Frazier Creek).

The project permitted drainage calculations for the 25 year – 3 day storm event produced a flood elevation of 6.40' NGVD within this area. The perimeter berm elevation contour was 7.0' NGVD. NOTE: That the grades submitted for current pans are NAVD.

The 16 parking spaces cover approximately 4,000 SF. 11 inches of rainfall (25 year-3 day) over the 4,000 SF produces approximately 3,700 cf of runoff over the acre basin raising it less than 0.1 foot (does not consider infiltration, bleeder discharge, etc…). Therefore, the 0.6 feet free board is still sufficient based on the original design conditions.

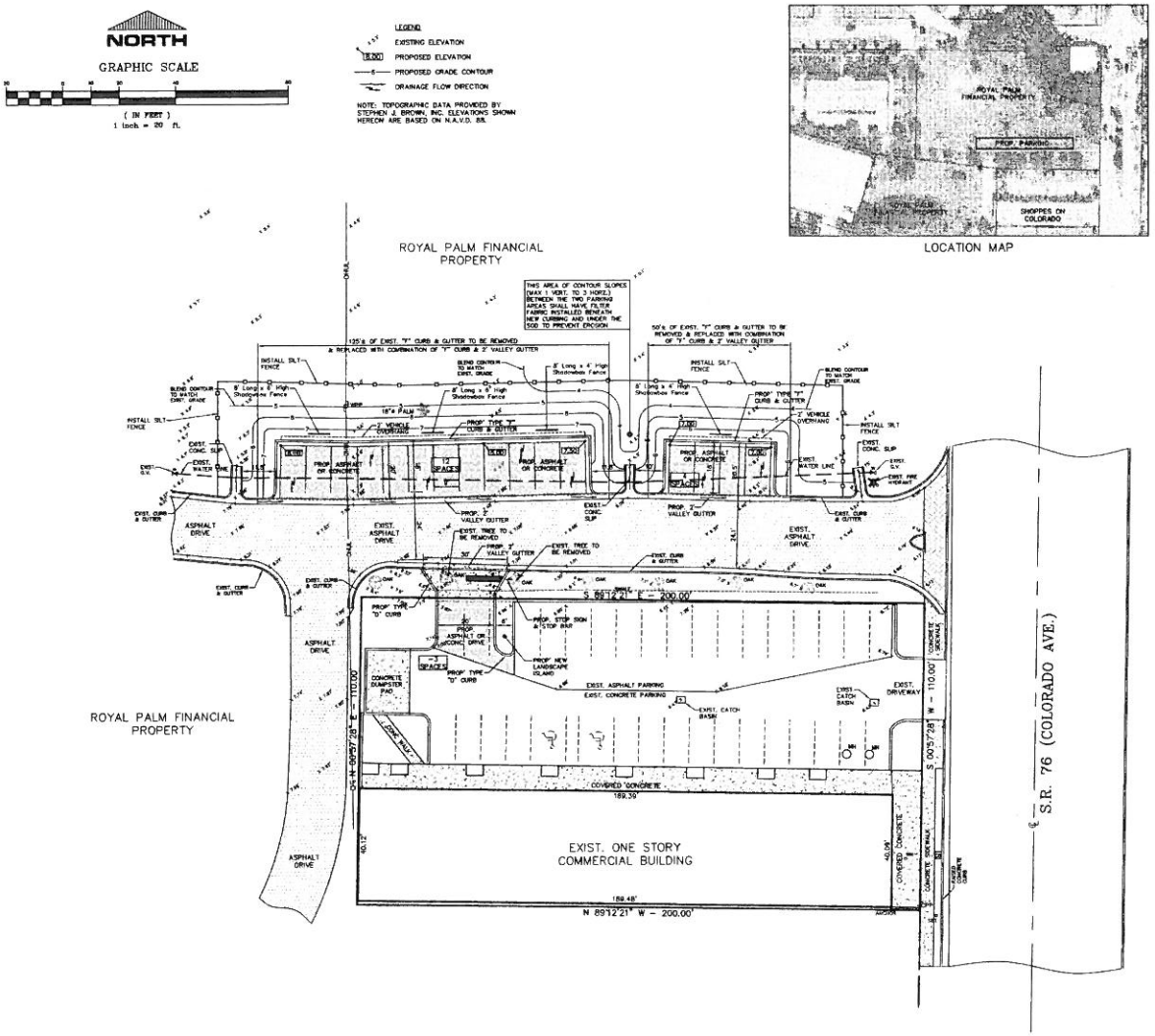
The driveway addition to the existing commercial building exchanges impervious area from paved spaces to a paved driveway,

As stated above, storm water containment is limited to the above properties except for designed storms exceeding there previously designed values.

Sincerely,

William J. Mathers, P.E.

WJM/hmm



GENERAL NOTES:

1. The contractor shall be responsible for inspecting site prior to bidding and shall take into consideration any omissions, underground utilities, or other items affecting the installation of paving and drainage. Should uncharted or incorrectly charted utilities or other items be encountered during construction, consult the project engineer immediately for directions. Repaired damaged utilities or other items to satisfaction of utility owner and project engineer.
2. Contractor shall be responsible for material take-offs for contract agreements.
3. Erosion and sediment control – See Erosion Control Notes for details and specifications.
4. If a D.E.P. – NPDES Permit for Stormwater Discharge from Construction Activities is required, then Contractor is to conform to Stormwater Pollution Prevention Plan prepared by "Qualified Contractor" as per NPDES requirements.
5. All berms and grass areas shall be sodded.
6. All slopes to be maximum of 4 horizontal:1 vertical unless otherwise noted.
7. Pavement joints shall conforms to acceptable construction methods. Transverse, longitudinal, construction, contraction, and expansion joints will be provided in accordance with section 350 of the F.D.O.T. Specifications and/or as recommended by the American Concrete Pavement Association outlined in the Municipal Concrete Pavement Manual. Concrete shall be 3,000 p.s.i.
8. Striping for Parking Spaces and Stop Bar shall be white. Stop Bar shall be 24" wide.
9. Stop Sign shall be (30") in accordance with FDOT specifications and shall be installed at Code height.
10. All areas disturbed by construction shall be restored to pre-construction conditions or better.
11. Contractor shall provide the project engineer with as-built survey including all horizontal dimensions and vertical elevations at locations where design elevations are shown.
12. See survey by Stephen J. Brown, Inc. for Survey and topographic information.

EROSION CONTROL NOTES:

1. Erosion and sediment control – Contractor is responsible for providing erosion and sediment control prior to any construction activity. Contractor to install Woven Silt Fence for entire perimeter of work area to prevent the siltation and debris from affecting adjacent properties, public rights-of-way or wetlands. The fence is to be installed and buried a minimum of 4 inches deep with a minimum 4 inch return ("L" shape) back inward toward property. Silt Fence will remain in place until grassing or sodding has been completed or until siltation and erosion are no longer a threat.
2. Project Engineer and City shall inspect the required Silt Fence and any Preserve Barricades (if applicable) after installation and prior to continuation of construction activities. Contractor to coordinate with Project Engineer.
3. Additional Erosion Control Measures shall be installed as needed.
4. All erosion control devices shall remain in place and be monitored for compliance by the permit holder during the permitted development activities.
5. Following construction activity and at direction of Project Engineer all erosion control devices shall be removed and disposed of by the Contractor.

CONSTRUCTION SEQUENCE FOR NEW CONCRETE PAVEMENT IS AS FOLLOWS:

1. Install Erosion Control Devices.
2. Grade and compact fill for new construction.
3. Remove Type "F" Curbs as shown.
4. Regrade for Proposed 2 ft. Valley Gutter, cut and repair asphalt edges as needed, pour Valley Gutter matching edge of pavement slopes and edges.
5. Form and pour Type "F" Curbs and New Entrance Drive "D" Curb.
6. Install new Pavement.
7. Finish slope grades and sod after filter fabric installed.
8. Contractor is responsible to notify City of Stuart Building Department for inspections prior to pouring of the concrete as stated above. Engineer of Record is to be also be notified.

DATE	REVISIONS

MATHEWS ENGINEERING CORPORATION
CIVIL STRUCTURAL ARCHITECTURE LAND PLANNING
PHONE: (772) 287-0525
FAX: (772) 220-2665
EB 0004405
3620 SE DIXIE HIGHWAY
STUART, FLA. 34997

SHOPPES ON COLORADO
TEMPORARY OFFSITE PARKING LOT
PAVING & GRADING PLAN

WILLIAM J. MATHEWS, P.E.
FLORIDA REGISTERED
LICENSE NO. 49055
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN	D.N.A.
CHECKED	W.J.M.
DATE	DECEMBER 2017
SCALE	1" = 20'
JOB NO.	TCA - Shoppes
SHEET	1
	OF 2 SHEETS

THESE PLANS, AS AN INSTRUMENT OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF MATHEWS ENGINEERING CORPORATION. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF MATHEWS ENGINEERING CORPORATION. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS ARE RESERVED BY MATHEWS ENGINEERING CORPORATION.

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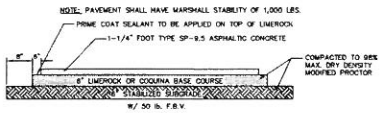


ASPHALT PAVEMENT DETAIL SECTION
N.T.S.

PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH AASHTO T-180 SPECIFICATIONS



CONCRETE PAVEMENT DETAILS
N.T.S.

CONCRETE PAVEMENT SPECIAL NOTES:
Minimum 3/4" width – full depth expansion Joints 40' o.c. max. spacing.

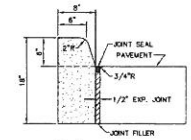
Minimum ±1/8" width – 1/3 depth saw cut Joints 15' o.c. max. spacing.

CURING OF CONCRETE:
Contractor shall place curing compound immediately after pour or provide surface moisture continuously for three days.

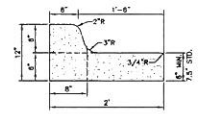
If temperature drops below 40 degrees, contractor shall apply curing compound for 7 days after pour.

TESTING OF CONCRETE:
Test cylinders are to be taken at a rate of one (1) per every three (3) truck loads of delivered concrete for continuous pours with one minimum per staggered pours. Cylinders shall be broken at interval per Testing Laboratory specifications.

PARKING LOT DETAILS & SPECIFICATIONS
N.T.S.



TYPE "D" CONC. CURB
N.T.S.



TYPE "F" CURB & GUTTER
N.T.S.

NOTE: WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON THE PLANS.

DATE	REVISIONS

2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0585
FAX: (772) 220-8666
EB 0004456
MATHERS ENGINEERING CORPORATION
CIVIL STRUCTURAL ARCHITECTURE LAND PLANNING

SHOPPES ON COLORADO
TEMPORARY OFFSITE PARKING LOT
SITE DETAILS & NOTES

WILLIAM J. MATHERS, P.E.
FL REG. # 19858

DRAWN D.H.A
CHECKED W.J.M.
DATE DECEMBER 2017
SCALE AS NOTED
JOB NO. TGA - Shoppes
SHEET 2 OF 2 SHEETS

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Inst. # 2673580
Bk: 2969 Pg: 2188 Pages: 1 of 9
Recorded on:1/12/2018 10:01 AM Doc: NOT
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $78.00

Return to:

City Attorney's Office
121 SW Flagler Avenue
Stuart, FL 34994

PCN: 05-38-41-000-000-00230-5 and 05-38-41-032-000-00020-0

CITY OF STUART
DEVELOPMENT DEPARTMENT

ADMINISTRATIVE VARIANCE NO. Z17120001

IN RE: TED GLASRUD ASSOCIATES FL LLC FOR THE SHOPPES AT COLORADO

THIS MATTER was brought on by the Application for Administrative Variance of **TED GLASRUD ASSOCIATES FL LLC**, a Florida limited liability company, with a mailing address of 1700 W Highway 36 #650, Roseville, MN, who stated their request for a variance, on behalf of Shoppes at Colorado, from Section 3.01.03.F.2, for a temporary parking lot on contiguous property (Parcel 2) located on the north side of the principal use (Parcel 1).

1. A variance from Section 3.01.03.F.2. of the City of Stuart Land Development Code, which requires parking spaces to be provided on the same real property upon which the principal use is located.

IN RE: TED GLASRUD ASSOCIATES FL LLC – SHOPPES AT COLORADO

ACCORDINGLY, the following findings of fact, conclusions of law and order are made:

FINDINGS OF FACTS

2. The real property for which the request for variance is made, is wholly owned by **Ted Glasrud Associates FL LLC** ("Property Owner"), and is more fully described in **"Exhibit A".**
3. The property owner has requested an administrative variance from Section 3.01.03.F.2. of the City of Stuart Land Development Code to allow a temporary parking lot on contiguous property located on the north side of the principal use, which is further depicted in the attached **"Exhibit B".**
4. The temporary offsite parking lot shall have appropriate signage indicating offsite parking associated with the principal use (Shoppes at Colorado). The temporary offsite parking may not be leased for other uses or owners. The temporary parking shall be in the same ownership of and remain in the possession of the owner of the principal use for which it is designated.
5. Decorative fence or landscaping that is at least 6 feet in height shall be provided to screen the temporary offsite parking lot.
6. The term of this Administrative Variance shall be for Five (5) years and shall become void after January 1, 2023. Upon termination of the Administrative Variance, the temporary offsite parking lot shall be removed and the site shall be restored to its original usage (vacant land).

7. This variance is not assignable or transferable.

CONCLUSIONS OF LAW

8. The Findings of Fact supported by a preponderance of the evidence that the applicant states a proper case for relief through an administrative variance permitted under Sec.8.05.08.A.4a, Stuart Land Development Code, from the requirement of providing parking spaces on the same real property upon which the principal use is located at 716 S Colorado Avenue and allow additional parking spaces on a temporary offsite parking lot on the abutting vacant property located on the north side of the principal use, as expressed in the Order below; and

ORDER

IT IS HEREBY ORDERED that the requested administrative variance is hereby **GRANTED**: subject to the following conditions:

9. The administrative variance **SHALL NOT** run with the land. It is granted solely to the Property Owner, **Ted Glassrud Associates FL LLC**. The variance for a temporary parking lot granted herein is for the submitted temporary offsite parking lot plan. The submitted temporary offsite parking lot plan is not to be altered, or expanded and shall only be constructed in compliance with details depicted in **Exhibit B.**

10. Violation of this administrative variance, granted under Sec. 8.05.08.A.4b,

IN RE: TED GLASRUD ASSOCIATES FL LLC – SHOPPES AT COLORADO

Stuart Land Development Code, is punishable by a fine of up to $250 per violation per day, and up to $500 per violation per day for repeat violations, plus reasonable administrative costs, as provided in Section 162.09, Florida Statutes, and Section 26-24, Stuart City Code.

ATTEST:

Cheryl White,
City Clerk

CITY OF STUART, FLORIDA

Terrance W. O'Neil,
City Development Director

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Mortell
City Attorney

CITY'S ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MARTIN ss.

The foregoing ADMINISTRATIVE VARIANCE ORDER Z14060001 was acknowledged before me this 21st day of December, 2017 by Terrance W. O'Neil, City Development Director and by Cheryl White, City Clerk, of the City of Stuart, who are personally known to me.

MARY R. KINDEL
MY COMMISSION # GG48181
EXPIRES: November 16, 2020

Notary Public, State of Florida
My Commission Expires: 11/16/20

NOTARY SEAL

IN RE: TED GLASRUD ASSOCIATES FL LLC – SHOPPES AT COLORADO

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ADMINISTRATIVE VARIANCE ORDER No. Z17120001, INCLUDING ITS EXHIBITS, ATTACHMENTS AND OTHER APPROVED DEVELOPMENT DOCUMENTS, EACH INTENDING FOR ITSELF, ITS HEIRS, ASSIGNS, SUCCESSORS IN INTEREST, AND CONTRACTORS, TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY MENTAL RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDER. IF IT IS LATER DISCOVERED THAT EITHER OF THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP ACCORDING TO THIS ADMINISTRATIVE VARIANCE ORDER, OR ITS CONDITIONS, THIS ORDER MAY BE AMENDED OR VACATED, AND THAT OTHER LEGAL ACTIONS MAY BE TAKEN BY THE CITY AGAINST THE UNDERSIGNED, IT SUCCESSORS OR ASSIGNS, INCLUDING BUT NOT LIMITED TO BOND FORFEITURE, STOP WORK ORDERS, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF the undersigned have executed this Acceptance and Agreement on this 14th day of December, 2017.

WITNESS #1: _____

Print Name: PAUL KUEHN

WITNESS # 2: _____

Print Name: Dianne Williams

TED GLASRUD ASSOCIATES FL LLC

_____

Theodore G. Glasrud
President

STATE OF Minnesota
COUNTY OF Ramsey ss.

IN RE: TED GLASRUD ASSOCIATES FL LLC – SHOPPES AT COLORADO

The foregoing ACCEPTANCE AND AGREEMENT was acknowledged before me this 14th day of December, 2017, by Theodore G. Glasrud who is personally known to me or has produced _____ as identification.

Notary Public, State of ~~Florida~~ Minnesota
My Commission Expires: 1/31/2020 NOTARY SEAL

GEORGE POLLEY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

IN RE: TED GLASRUD ASSOCIATES FL LLC – SHOPPES AT COLORADO

"EXHIBIT A"

Parcel 1 – Principal Use; Shoppes at Colorado - PCN: 05-38-41-000-00230-5
The North 110' of the following described property: Begin at the Intersection of the West right of way line of Colorado Avenue with the North line of the South 200' of the North half of the South half of Government Lot 7, Section 5, Township 38 South, Range 41 East; thence run West along the North line of the South 200' of the North half of the South half of said Government Lot 7, a distance of 200' to a point; thence run North, parallel to the West right of way line of Colorado Avenue, a distance of 200' to a point; thence run East, parallel to the North line of the North half of the South half of said Government Lot, 200' to the West right of way line of South Colorado Avenue; thence run South, along the West right of way line of Colorado Avenue, 200' to the Place of Beginning.

Parcel 2 – Temporary offsite parking lot; Vacant Parcel (On the North side of Shoppes at Colorado) – PCN: 05-38-41-032-000-00020-0
Unit 2 RPFC Commercial Condo per Doc in OR 2499-1296 Consisting of 70,614 SF Vacant Land.



"EXHIBIT B"

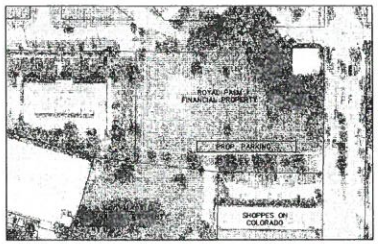
NORTH

GRAPHIC SCALE

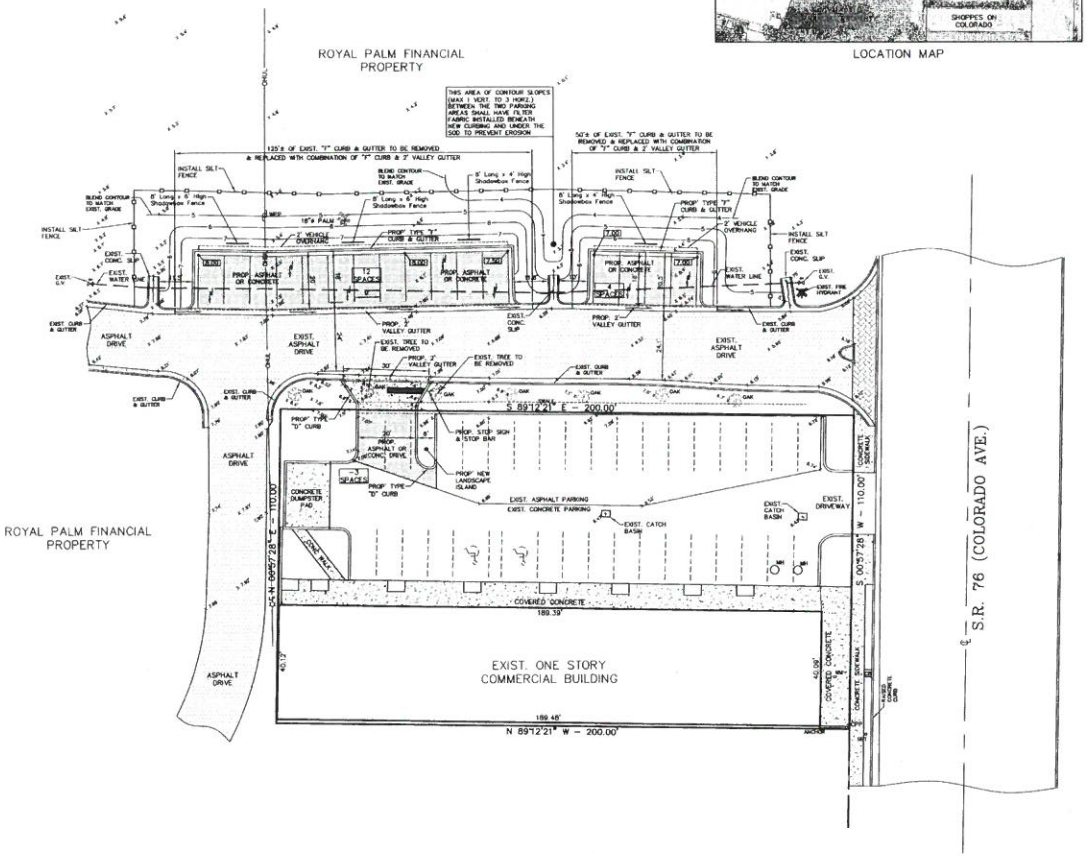
(IN FEET)
1 inch = 20 ft.

LEGEND
- EXISTING ELEVATION
- PROPOSED ELEVATION
- PROPOSED GRADE CONTOUR
- DRAINAGE FLOW DIRECTION

NOTE: TOPOGRAPHIC DATA PROVIDED BY STEPHEN J. BROWN, INC. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88.



LOCATION MAP



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1. Install Erosion Control Devices.
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DATE	REVISIONS

MATHEWS ENGINEERING CORPORATION
CIVIL STRUCTURAL ARCHITECTURE LAND PLANNING
2451 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0565
FAX: (772) 220-6656
ID 0004456

SHOPPES ON COLORADO
TEMPORARY OFFSITE PARKING LOT
PAVING & GRADING PLAN

WILLIAM J. MATHEWS, P.E.
FLORIDA REGISTERED
LICENSE NO. 46658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN	D.H.A.
CHECKED	W.J.M.
DATE	DECEMBER 2017
SCALE	1" = 20'
JOB NO.	TGA - Shoppes
SHEET	1
OF	2 SHEETS

NOTE: AS PER THE AGENCY REQUIREMENTS OF SECTION 61G15-30.001(4)(c), THIS PRINT OR COPY CONVEYED TO YOU BY THIS AGENCY, WHETHER IN PAPER OR ELECTRONIC FORMAT, IS NOT AN ORIGINAL AND IS NOT TO BE USED AS SUCH. THIS PRINT OR COPY IS NOT TO BE ALTERED BY YOU OR ANY PERSON OR ENTITY WITHIN YOUR CONTROL OR DIRECTION. IF THIS PRINT OR COPY IS ALTERED IN ANY WAY, YOU AGREE TO REMOVE ALL REFERENCES TO THIS AGENCY, ITS EMPLOYEES AND AGENTS FROM ANY AND ALL DOCUMENTS AND INTERPRETATIONS THAT INCLUDE THIS PRINT OR COPY AND TO INDEMNIFY AND HOLD HARMLESS THIS AGENCY, ITS EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE ALTERATION OF THIS PRINT OR COPY. YOU AGREE TO DEFEND ANY ACTION BROUGHT AGAINST THIS AGENCY, ITS EMPLOYEES AND AGENTS BASED ON ANY CLAIM, DAMAGE, LOSS OR EXPENSE ARISING OUT OF OR RESULTING FROM YOUR ALTERATION OF THIS PRINT OR COPY. YOU AGREE TO PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THIS AGENCY IN ENFORCING THIS AGREEMENT.

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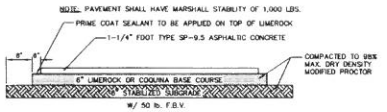

ASPHALT PAVEMENT DETAIL SECTION

N.T.S.

PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH AASHTO T-180 SPECIFICATIONS



CONCRETE PAVEMENT DETAILS

N.T.S.

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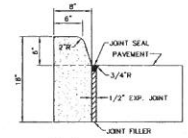
If temperature drops below 40 degrees, contractor shall apply curing compound for 7 days after pour.

TESTING OF CONCRETE:
Test cylinders are to be taken at a rate of one (1) per every three (3) truck loads of delivered concrete for continuous pours with one minimum per staggered pours. Cylinders shall be broken at interval per Testing Laboratory specifications.

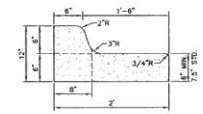
PARKING LOT DETAILS & SPECIFICATIONS

N.T.S.



TYPE "D" CONC. CURB

N.T.S.



TYPE "F" CURB & GUTTER

N.T.S.

NOTE: WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON THE PLANS.

DATE	REVISIONS

2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0525
FAX: (772) 220-8686
EB 0004456
MATHERS ENGINEERING CORPORATION
CIVIL STRUCTURAL ARCHITECTURE LAND PLANNING

SHOPPES ON COLORADO
TEMPORARY OFFSITE PARKING LOT
SITE DETAILS & NOTES

WILLIAM J. MATHERS, P.E.
FL REG. # 19658

DRAWN	D.H.A
CHECKED	W.J.M.
DATE	DECEMBER 2017
SCALE	AS NOTED
JOB NO.	TGA - Shoppes
SHEET	2 OF 2 SHEETS

X:\TGA Royal Palm_old Goodyear 2017\dwg\Current Plans\RP Drive Details.dwg, 12/5/2017 3:39:28 PM

THE CREEK DISTRICT

of Arts & Entertainment

STUART, FLORIDA

September 15, 2023

Dear City of Stuart Commissioners:

I am writing on behalf of the Board of Directors of The Creek District of Arts and Entertainment, Inc., a not-for-profit organization created with the mission of establishing and promoting a vibrant arts and entertainment district in downtown Stuart, in support of the proposed plan for the Creekside Hotel and Retail shops project.

This past spring Raj Patel made a presentation to our Board outlining the scope and objectives of this project, and the entire Board quite quickly and enthusiastically endorsed what Raj and his team are trying to accomplish. We anticipate this hotel becoming an anchor for the south side of Colorado Avenue and for this section of the Creek District. They will bring a constantly changing mix of visitors who will be enticed to walk the District, visit the shops and eat in the many restaurants nearby. And with the existing tram service, it will only be a short ride to downtown. Currently, The Colorado Inn serves the north end of the street, and we feel this hotel, with its attendant shops and restaurant, will add beds and guests to the south side of our downtown business district that would benefit from more of both.

We encourage you to approve the proposed plans for the Creekside Hotel. They wish to become actively involved in the life of The Creek District and the larger community. We see nothing but upside to the businesses in the area, and to the artists and makers whom we represent.

Most sincerely,

Duncan Hurd, President
Board of Directors

The Creek District of Arts and Entertainment, Inc.
901 SE Johnson Avenue, Stuart, FL 34994

STUART MAIN STREET
P.O. Box 3035
Stuart, FL 34995

Board of Directors

Joe Flanagan,
President

Jim Hatch,
Vice President

Brian Ake,
Treasurer

Mike McCarty,
Design Chair

Paul Nunley

Michelle P. Miller

Jim McCabe

Gloria Floyd

Director
Candace Callahan

September 16, 2023

Michael Mortell, City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Creekside Hotel

Dear Mr. Mortell,

On behalf of the Stuart Main Street board, please consider this correspondence as our board's collective decision to support the above-referenced project. The addition of a hotel establishment is long overdue in downtown Stuart. It will provide the opportunity for visitors to experience everything our downtown has to offer and support the downtown businesses.

We support and encourage approval of the Creekside Hotel.

Sincerely,

Mike McCarty,
Design Committee Chair, Stuart Main Street

Office
201 SW Flagler Ave.
Stuart, FL 34994
772-286-2848

Creekside Hotel/Retail
Community Meeting
Stuart, Florida

You are invited to attend a **community meeting** on **March 14th at 6:00 PM at Stuart City Hall** (121 SW Flagler Avenue, Stuart, FL 34994). You are receiving this notice because your address is located within 750 feet of the development site. The proposed project will consist of a hotel and accompanying retail/restaurant along South Colorado Avenue. We look forward to answering any questions you may have and welcome your feedback.

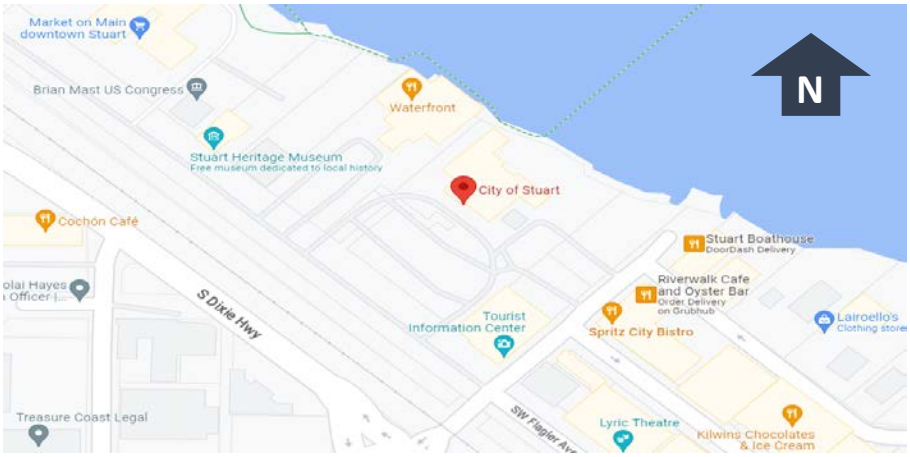
Site Location Map



Neighborhood Meeting

Please join us on **March 14th at 6:00 PM** for a community meeting. The meeting will be held at Stuart City Hall in the Commission Chambers (**121 SW Flagler Avenue, Stuart, FL 34994**). If you have any questions, please contact Jenna Knobbe at jknobbe@cotleur-hearing.com.

Meeting Location



Cotleur & Hearing

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

March 14, 2023, 6:00 PM

Community Meeting Minutes
Creekside Hotel & Retail/Restaurant Community Meeting

Attendees:
Raj Patel – Applicant
Daniel Sorrow – Cotleur & Hearing
Jenna Knobbe – Cotleur & Hearing
Drew Gatewood – Advanced Restoration Ecology
Jodi Nentwick-Kugler – City of Stuart Development Director
Local residents

A community meeting was held on March 14, 2023, at Stuart City Hall Commission Chambers to answer questions from residents and share current plans for the proposed project. The project team spoke with residents and explained the site plan and architectural graphics for the development. Answering questions from residents was Dan Sorrow and Jenna Knobbe from Cotleur & Hearing, Drew Gatewood from Advanced Restoration Ecology, and Raj Patel as project applicant. Below is a summary of comments received from residents in attendance:

1. Resident #1 raised concerns about the four stories proposed for the hotel, the architecture style not fitting in with the surrounding area, and the drainage of the site. Dan Sorrow explained that our plans are still a work in progress and the feedback gained from this meeting will be incorporated into further plan revisions. Drew Gatewood stated how the drainage engineer will run models for the site to make sure the proposed drainage system has capacity to accommodate certain rain events per SFWMD guidelines.

2. Resident #2 raised concerns about the outfall of stormwater to Frazier Creek with water quality and quantity. Drew Gatewood explained that the baffle box stormwater management system will treat the water to decontaminate it before its outfall to the creek, as well as regulate the volume of water that is discharged to the creek.

3. Resident #3 commented on the architectural style of the building rendering and stated it needs to be more compatible with the surrounding area. Dan Sorrow reiterated that the plans are still in progress and that the architecture presented will be changed to comply with the newly adopted Creek District form-based code regulations.

4. Resident #2 asked about the presence of chain businesses in Downtown Stuart and stated she thought that chain businesses could not be in the downtown area, besides the few that are grandfathered in. Jenna Knobbe explained that the site is outside the limits of the formula business area, meaning these regulations do not apply to the project.

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

5. Resident #4 expressed concern about the lighting required for the project and how it may spill onto his property. Dan Sorrow stated that this will not be an issue and that the neighboring residences will be considered when the lighting plan is created.

6. Resident #5 raised concerns about increased traffic from the project going through their neighborhood to the northwest of the site. Dan Sorrow stated that the access points for the project will be from US-1 and Colorado Avenue and there is no intention to utilize any of the residential streets for the project. He went on to explain that the team plans to incorporate a tram stop into the site to promote alternate forms of transportation to Downtown.

7. Resident #6 asked how the applicant will park the project with only a few parking spaces depicted on site compared to how many will be required. Dan Sorrow explained that the site is within the Royal Palm Financial Center and the property has access to the existing parking structure located a very short walk from where the buildings will be. Raj Patel stated the intent is to utilize the existing garage to satisfy much of the required parking.

8. Resident #7 asked about the native vegetation near the creek and if there are plans to remove any of it. Dan Sorrow explained how the team wants to keep as much of the good quality native vegetation as possible and how the dense vegetation near the creek acts as a natural buffer and privacy screen. Drew Gatewood stated how it makes the most sense to leave the vegetation where it is to preserve the integrity of that area by the bank.

9. Resident #2 asked what businesses would go into the retail space. Raj Patel stated the intention is for that to be a place for small businesses to establish, something that the surrounding businesses would also benefit from.

In conclusion, the residents were appreciative that we came to meet with them and that we took their homes into consideration from the beginning when designing our plans. We received valuable feedback from attendees and were glad to have the opportunity to engage with those neighboring the project site.

Should you have any questions, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com. We look forward to working with City of Stuart staff in the near future on this project.

Sincerely,



Daniel T. Sorrow
Project Manager, Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

SIGN IN SHEET

Community Meeting – Creekside Hotel/Retail Project

March 14, 2023 @ 6:00 PM

Letter of Transmittal

Cotleur & Hearing

Date: October 20, 2023

To: Kristopher McCrain
City of Stuart
Development Department
121 SW Flagler Ave
Stuart, FL 34994
kmccrain@ci.stuart.fl.us

From: Dan Sorrow
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dsorrow@cotleur-hearing.com
561-406-1012

☐ US MAIL ☐ FEDEX ☐ PICKUP ☒ HAND DELIVERY

CH Project Number: **#22-1016**
City Project ID: Z23050005 / Z23050006
Project Name: Stuart Creekside Hotel & Retail

Please find attached the notarized "Affidavit Attesting to Notification" document with the following attachments:

- Photos of sign posted at project site
- List of properties within 300 feet of project site obtained from Martin County Property Appraiser website
- Notice letter mailed to properties within 300 feet of project site

Thank you!

CC: Dan Sorrow – dsorrow@cotleur-hearing.com

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

DANIEL T. SORROW, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

Parcel I.D.: 05-38-41-000-000-00230-5
TBD – S. Colorado Avenue, Stuart, FL, 34994
Major Urban Code Conditional Use (Project # Z23050005)
Major Development Plan (Project # Z23050006)

That a copy of the notice was sent by regular U.S. Mail on (10/19/23) to the property owners within 300 feet of the subject property; and`

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF PALM BEACH

Sworn and subscribed before me by means of X physical presence or ___ online notarization, this 20 day of OCTOBER, 2023 By DANIEL SORROW.

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of FLORIDA (Notary Seal)

My Commission expires: 6/5/2027

MARIANA ARIAS SANZ
Notary Public
State of Florida
Comm# HH406739
Expires 6/5/2027


NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE (Z23050005)
& MAJOR DEVELOPMENT PLAN (Z23050006)
CREEKSIDE HOTEL & RETAIL
Parcel I.D.: 05-38-41-000-000-00230-5
The applicant is requesting a Major Urban Code Conditional Use & Major Development Plan approval to construct a 53,600 square foot four-story hotel (w/ 102-beds) & detached 5,000 square foot one-story building for future retail and/or restaurant use(s).
COMMUNITY REDEVELOPMENT BOARD
November 7, 2023 at 4:00 P.M.
CITY COMMISSION
TBD at later date
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION


NOTICE OF PUBLIC HEARING

Notice to Surrounding Property Owners

Public Hearing:	Community Redevelopment Board (CRB)
Petitioner:	Ted Glasrud Associates FL, LLC
Parcel I.D. No.:	05-38-41-000-000-00230-5
Property Address:	TBD – S. Colorado Avenue, Stuart, Florida 34994
Petition(s):	Major Urban Code Conditional Use (Project # Z23050005) Major Development Plan (Project # Z23050006)
Proposed Request:	The applicant is requesting a Major Urban Code Conditional Use & Major Development Plan approval to construct a 53,600 ft^2 four-story hotel (w/ 102-beds) & detached 5,000 ft^2 one-story building for future retail and/or restaurant use(s).

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the Community Redevelopment Board *CRB) on **Tuesday, November 7, 2023, beginning at 4:00PM** to consider the above request.

The public hearing will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart, and via a Zoom link available prior to the meetings.

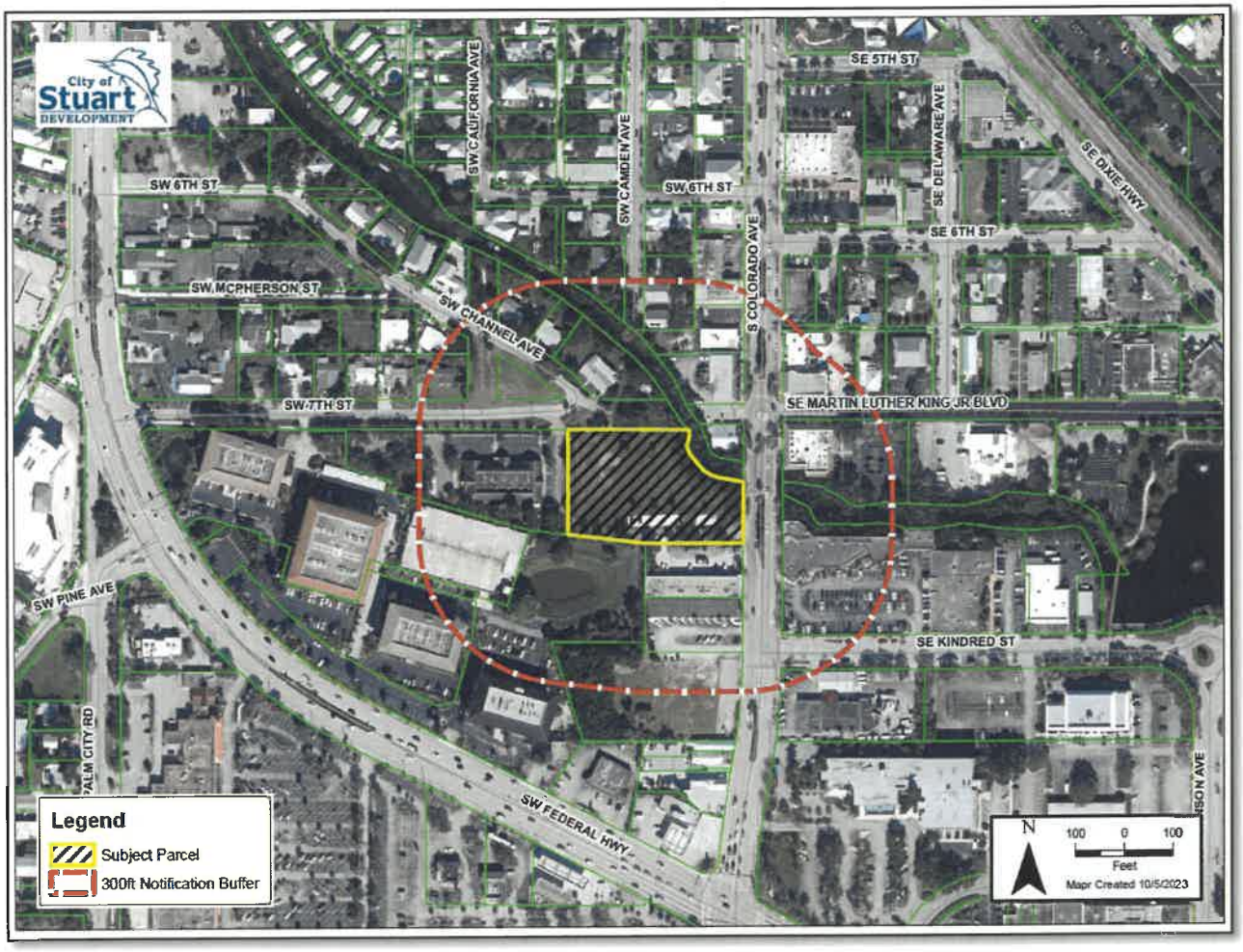
All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for review at the City Development Department office located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call Kris McCrain, Principal Planner at (772) 600-1268 or email at Kmccrain@ci.stuart.fl.us.

Sincerely,

Kris McCrain

Kris McCrain
Principal Planner

Location Map



McCrain, Kristopher

From: Pam Orr <pamorr77@gmail.com>
Sent: Tuesday, October 24, 2023 9:46 AM
To: McCrain, Kristopher
Subject: Re: Proposed Major Urban Code Condition Use & Major Development Plan

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Thank you, Kris!

Live simply, love generously, speak kindly, care deeply and
leave the rest to God!

Blessings!!

Pam Orr
Orr Realty & Rentals
772-807-2557 cell
Pam@pamorr.com

On Tue, Oct 24, 2023 at 9:34 AM McCrain, Kristopher <kmccrain@ci.stuart.fl.us> wrote:

> Hello Pam,
>
> This email is in regard to the public notice you've received for the upcoming November 7, 2023 public hearing before the Community Redevelopment Board (CRB).
>
> Unfortunately, the agenda has not yet been published for this meeting; however, the agenda is typically published on the City of Stuart's website the week prior to the meeting. I've attached a link to the City's website for easy access. (Agendas & Minutes | Stuart, FL (cityofstuart.us))
>
> Please find the following attached supporting documents:
>
> - Site Plan

- Landscape Plan
- Project Narrative
- 3d Site Renderings
- Retail Elevations
- Hotel Elevations (North & West)
- Hotel Elevations (South & East)
- Proposed Materials & Public Art Exhibit

If you have any questions or concerns, please feel free to contact me at any time.

Have a great day,

Kristopher McCrain | Development Department

Principal Planner | City of Stuart

121 SW Flagler Ave | Stuart | Fl | 34994

772-600-1268

From: Pam Orr <pamorr77@gmail.com>
Sent: Monday, October 23, 2023 7:46 PM
To: McCrain, Kristopher <kmccrain@ci.stuart.fl.us>
Cc: roustabout1@bellsouth.net; Gandhi-Savdas, Pinal <pgandhi@ci.stuart.fl.us>
Subject: Proposed Major Urban Code Condition Use & Major Development Plan

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Hi Kris:

I live at 433 SW McPherson Street and recently received the Notice to Surrounding Property Owners regarding a hearing before the CRB for a Proposed Major Urban Code Condition Use & Major Development Plan approval to construct a 4-story, 53,200 square foot hotel. I would like to request a copy of the agenda and supporting documents which I will be happy to share with the surrounding neighbors. Please feel free to give me a call with any other information or insights you may have. We appreciate your assistance.

Thank you!

Live simply, love generously, speak kindly, care deeply and
leave the rest to God!

Blessings!!

Pam Orr

Orr Realty & Rentals

772-807-2557 cell
Pam@pamorr.com

McCrain, Kristopher

From: Ma Pa <maulishp2202@gmail.com>
Sent: Thursday, October 26, 2023 3:33 PM
To: McCrain, Kristopher
Subject: CRB public hearing for Parcel # 05-38-41-000-000-00230-5

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good afternoon Mr. McCrain.

Reference to the above parcel, I would like to raise some questions since I may not be able to attend the hearing on Nov. 7,2023.

As per the proposed request, they are planning to develop a 102 bed hotel plus retail/restaurant space.
I have lived in the area and currently have a business for more than 22 years. During all this time I have noticed enough conjunction already. The adjacent small retail plaza businesses and employees (previously used to be Good Year Tire place) are already fighting for parking spaces and also using some part of the above parcel plus lots of time there are vehicles parked on the street itself almost every day. I am not sure what will happen to the street as well as the surrounding neighbourhood, if the proposed development is allowed. At each turn (near this parcel) between Colorado, 7 th Street, Channel Ave and US 1, it is already very dangerous for vehicles as well as walking traffic. The quiet neighbourhood is already suffering from the traffic passing through between Colorado Ave & US 1. More traffic is not advisable due to the safety concern.
Also, the above parcel is currently a retention area and if allowed to develop, naturally, they will raise their ground and because of that, excess water from the surrounding areas will also flow towards the low lying neighbourhood, that can create a flooding situation for the neighbourhood in future as well. This will be another biggest concern.
For above reasons it is my request not to allow this large development on this parcel.

Thank you
Sincerely

Virus-free.www.avast.com

McCrain, Kristopher

From: Ashley Frechette <frech728@gmail.com>
Sent: Monday, October 30, 2023 2:56 PM
To: McCrain, Kristopher
Cc: Nentwick, Jodi
Subject: Creekside Hotel and Retail

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Mr. McCrain and Ms. Nentwick,

I hope this email finds you well. I am writing to express my strong support for the proposed construction of Creekside Hotel and Retail. I believe that this development will bring numerous benefits to our community and local economy.

First and foremost, a new hotel will create job opportunities for our residents, from construction workers to hotel staff. This will help reduce unemployment and boost our local economy. Additionally, it will attract tourists and business travelers, increasing revenue for local businesses such as restaurants, shops, and entertainment venues.

Furthermore, a modern hotel facility would enhance our city's image and make it more appealing as a destination for travelers. It would provide a comfortable and convenient place for both tourists and visiting professionals, contributing to a positive first impression of our city.

The presence of a hotel can also be advantageous for hosting conferences, seminars, and other events, attracting more business and networking opportunities to our area. This is particularly significant as it can encourage knowledge exchange and economic growth.

I understand that there may be concerns about the environmental impact and zoning regulations, and I encourage thorough consideration of these factors during the planning and construction phases to ensure a sustainable and responsible development.

In conclusion, I firmly believe that the construction of a new hotel will have a positive impact on our community and our local economy. I urge you to support this project and work towards its successful realization.

Thank you for your attention and for your commitment to our city's development.

Sincerely,

Ashley Frechette
772-359-7668

Sent from my iPhone

McCrain, Kristopher

From: Kelly Bledsoe <KBledsoe15@outlook.com>
Sent: Monday, October 30, 2023 3:00 PM
To: kmccrain@co.stuart.fl.us
Cc: Nentwick, Jodi
Subject: New Hotel in Stuart

Dear Mr. McCrain,

I am reaching out to you as a resident of Stuart in strong support for the construction of a new Marriott hotel in downtown. A new hotel would stimulate our local economy by creating job opportunities. It would not only generate employment during the construction phase but also offer permanent positions for local residents once the hotel is operational. This is essential in enhancing the livelihood of our community.

The presence of a hotel can attract both tourists and business travelers to our city. It would serve as a place of accommodation for visitors, thereby increasing tourism-related revenue and boosting our city's reputation as a travel destination. This, in turn, would drive business for our local restaurants, shops, and other businesses.

I have many out of state family members looking for a nice place to stay close to downtown however options are lacking.

Thank you for your time and I look forward to seeing this new addition to the city.

Kelly Bledsoe
Stuart Resident

McCrain, Kristopher

From: Nicole Mullings <nickimullings@gmail.com>
Sent: Tuesday, October 31, 2023 11:44 AM
To: McCrain, Kristopher
Subject: City Commission Public Hearing for Parcel # 05-38-41-000-000-00230-5

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

October 31,2023

City of Stuart
121 SW Flagler Ave,
Stuart, FL 34994

Re: Letter in Favor of Creekside Hotel and Retail Shops on Colorado Ave.

Dear Sir/Madam,
A notice board was recently installed in the vicinity of Frazier Creek to inform the Public-at-Large about the City Commission's Public Hearing for the Creekside Hotel and Development. I have been an employee in the area for 10 years and I work in close proximity, and I would like to tell you how overjoyed I am to see this necessary project and expansion of innovation in the area, which will provide accommodation for guests to rest and recharge, conference rooms for ceremonies and meetings and meeting places.
I know many will have objections, because they believe the hotel will be an interference to the "Small Town Model", but this construction is on the outer periphery and would not interfere with the small-town concept and design. The city of Stuart has won dozens of awards, *including Esquire's "Charming American Towns," Coastal Living's "Happiest Seaside Town" and was also ranked as one of the best places to retire"* so no one would want to take away from that, we want to enhance the city, with development, with innovation and technology to cater to all ages.
I have the opportunity of meeting and conversing with residents of Stuart daily from my desk and there are mixed feelings about any development. Some complain development is going to increase the flow of traffic, some complain it's going to take away from the small town model, some complain that they hate it when the snow birds come, some hate Costco, (*however they would be first in line when Costco's doors open*) some hate Cleveland Clinic some hate all the new condos on Route 1, we cannot lose sight of the vision to insert some innovation as it is a necessary step for development and the residents will thank you, if not now later.
I would like to encourage the City officials to move in favor of the project as we are lacking in this capacity in this area. The hotels, motels, inns and places of accommodations and lodgings are older and ill-kept. The simple fact is that bringing a hotel into our community will keep travelers in our community. Small towns across the country are home to great tourist attractions, fantastic sporting and social events

and many local companies that have regional and even national recognition. These places get visitors daily and when there is no place to stay, these visitors, stay 30 miles or more away, taking their monies with them.
I personally welcome this Innovation in our area and would like to encourage our City Officials to embrace this necessary development.
Sincerely,

N. Mullings-Squire

McCrain, Kristopher

From: Josh Steppling <jsteppling@yahoo.com>
Sent: Tuesday, October 31, 2023 1:55 PM
To: McCrain, Kristopher
Cc: Nentwick, Jodi
Subject: The Creekside Hotel and Retail Project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Mr. McCrain,

I am writing to express my strong support for the proposed Creekside Hotel and Retail Shops project, a development that promises to bring significant and lasting benefits to the City of Stuart.

As a proud small business owner and a lifelong resident of Martin County who has raised a family in the City of Stuart, I wholeheartedly endorse the project, and I urge you to consider granting its approval.

The vision presented by Raj Patel and his team holds the potential to be a cornerstone for the southern stretch of Colorado Avenue and a catalyst for the revitalization of the Creek District. This project will not only enhance the character of Stuart but will also offer visitors an unparalleled opportunity to experience its unique charm.

At present, the Colorado Inn predominantly serves the northern end of Colorado Avenue. The Creekside Hotel and Retail project will expand accommodation options and attract a greater number of guests to the southern section of our downtown business district. With the only other hotels in the vicinity being the Quality Inn and Best Western, both on US-1, the Creekside Hotel will provide a much welcomed option for visitors who want to be fully immersed in Stuart's culture and activities.

The introduction of a Stuart Tram Stop in front of the hotel is a welcome prospect, as it will foster connectivity and pedestrian traffic in this part of downtown. The planned local artist murals adorning the hotel's façade will proudly showcase the personality of Stuart that residents hold dear.

What truly sets this project apart in my eyes is the commitment of the Creekside Hotel team to become active participants in the life of The Creek District and the wider Stuart community. Their dedication to collaboration with local organizations, artists, and businesses seems to align well with the other small businesses and entities in the area.

Thank you for your diligent consideration of this matter. We look forward to the bright future that the Creekside Hotel and Retail Shops project promises to being to the heart of our city.

Sincerely,

Joshua Steppling

200 SW Atlanta Avenue
Stuart, Florida 34994
772.233.9850

DEBORAH L. PAPPALARDO
100 SW Albany Avenue
Stuart, FL 34994
dlpappalardo@gmail.com
585-813-1643

October 31, 2023

Dear City of Stuart Commissioners,

It is my pleasure to write this letter in support of the proposed plan for the Creekside Hotel and Retail Shops Project.

Not only will this project bring another much-needed hotel to the downtown area, but it will also bring a wide range of positive economic changes to our downtown area businesses.

I fully support this project and strongly encourage the City of Stuart Commissioners to approve these plans.

Regards,



McCrain, Kristopher

From: Chuck Shaffer <Chuck.Shaffer@seacoastbank.com>
Sent: Wednesday, November 1, 2023 8:55 AM
To: McCrain, Kristopher
Cc: Nentwick, Jodi
Subject: Raj hotel and retail project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

I just wanted to send a quick note to express support for the Raj hotel project. As you may know we are near launching a project to rebuild our main campus in Stuart, and having another hotel option nearby would be ideal. As we continue to grow, we often have vendors, customers, shareholders, and other stakeholders to our offices, and hotel space near downtown would be ideal. If you ever want to discuss, please reach out.

Thanks
Chuck

SeacoastBank 90 YEARS
Chuck Shaffer | *Chief Executive Officer*
815 Colorado Avenue Stuart, FL 34994
Chuck.Shaffer@SeacoastBank.com | **O:** 772.221.7003 | **T:** 800.706.9991

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McCrain, Kristopher

From: Zigrand,Jason <JASONZIGRAND@synovus.com>
Sent: Wednesday, November 1, 2023 10:13 AM
To: Nentwick, Jodi; McCrain, Kristopher
Subject: Creekside Hotel and Retail Shops project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Planning committee,

I just wanted to send a quick memo to express support for the downtown Retail/hotel project Raj Patel is working on. Raj being a long time Palm City Resident isn't a fly by night developer. Raj truly cares about the direction Martin grows as a community. As you may know we are located across the street from the project in Stuart, and having another hotel option nearby would be ideal. Currently Downtown lacks the great place to stay in the downtown area outside of the historic Colorado Inn. I'm a current MC resident and tax payer and have been since 1994. When I have family in town it would be great to have a facility the caliber Raj is looking to develop so close to our historic downtown where our visitors have the opportunity to walk and enjoy all of our restaurants, shops and waterfront beauty. With new patrons every day visiting our beautiful town it will only stimulate the downtown economy more. From a business standpoint being a 61+ Billion dollar company in the southeast it will also give our clients, vendors, and or internal employees visiting from our footprint outside or inside of FL easy access to their P.O.E or bank. Im looking forward to this project being approved and taking Downtown Stuart to the next level!

Warmest Regards,

Jason

Jason Zigrand
Retail Market Manager IV
Vice President
Stuart Branch
715 Colorado Ave, Stuart, FL 34994
(772) 287-1300 (Office)
(772) 287-1500 (Fax)
(772) 215-7183 (Cell)
NMLS 1131975

SYNOVUS
get there

November 1, 2023

Michael Gonzalez
Sales Manager, Business Services
15931 SW Warfield Blvd
Indiantown FL, 34956

RE: Creekside Hotel

To whom it may concern,

Please consider our letter of recommendation in support of the Creekside Hotel Project. We at BlueStream Fiber, are a local Internet and Phone provider covering all of Martin, St. Lucie, and Broward Counties. We have had a long-lasting relationship with Raj Patel and his current Hotel and Commercial Plaza locations in St. Lucie County. We are very fond of his will and drive to continue to provide incredible experiences for consumers, fellow businesses in the area, and most importantly the residents of the community. We feel confident that Mr. Patel will bring that same excitement to the Downtown Stuart area while still maintaining the dignity and upkeep that area deserves.

We support the approval of the Creekside Hotel.

If any questions or additional information is needed, please feel free to contact me at any time.

Best Regards,

Mike Gonzalez
Sales Manager, Business Services
mgonzalez@bluestreamfiber.com
772-626-4808

McCrain, Kristopher

From: Joe Catrambone <jcat@stuartmartinchamber.org>
Sent: Wednesday, November 1, 2023 10:55 AM
To: McCrain, Kristopher
Cc: Mortell, Michael; McDonald, Troy; Nentwick, Jodi
Subject: Creekside Hotel & Retail project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good morning,

The Creekside Hotel & Retail project will be coming before the CRB next Tuesday. They made a presentation at our April 2023 Local Government Affairs Committee meeting and were well received. The consensus was that it would be a wonderful addition to Stuart and Martin County.

Our policy is not to endorse specific projects, so rather than an "official" endorsement, please accept this e-mail as an FYI, with a resounding approval from our committee.

We appreciate your consideration.

Regards,

Joe

Joseph A. Catrambone

President/CEO
Celebrating our 93rd Year
Good for Business, Good for Residents, and Good for Visitors
Office 772-287-1088 ext. 108
Fax 772-220-3437
Stuart/Martin County Chamber of Commerce
www.stuartmartinchamber.org
jcat@stuartmartinchamber.org
Should you wish to be removed from our contact list, please return to me with the word REMOVE as the subject matter.

McCrain, Kristopher

From: MICHAEL STEPPLING <msteppling@comcast.net>
Sent: Thursday, November 2, 2023 9:22 AM
To: McCrain, Kristopher
Cc: jnentwich@ci.stuart.fl.us
Subject: Creekside Hotel and Retail Complex

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Mr. McCrain,
Good Morning, the purpose of this letter is to show my support for the new Creekside Hotel and Retail Shops complex that my friend Raj Patel is building on Colorado Blvd.I have been a resident of Stuart, Martin County, Port St Lucie, and Palm City since 1980. I feel a strong attachment to Stuart and the unique downtown area that has developed. When friends and family visit, like most residents, its off to one of our restaurants to eat, walk the area, have ice cream for dessert, stop in the dirty hippy, listen to music while looking out over the St Lucie river. We all love and care for the special atmosphere that is Stuart.
The Creekside Hotel and Restaurant project will enhance that atmosphere and bring it to Colorado avenue. It is an extremely positive step for the city of Stuart!
I believe I am in a unique position to comment on another aspect of this project. I have know Raj since the early 2000's when I sold his brother and him a restaurant. Our friendship grew over time and we became business partners around 2010. I have followed Raj's dream of doing this hotel since inception. Stuart is in good hands with Raj being the developer. I have alway found him to be exceptionally capable in business, and with Raj, what you see is what you get. He is a straight up man and very honest. He is very motivated, his main goals in this project are to make money (like any person) and to create a monument that the city and his family can be proud of building! When he finishes the Creekside complex, we will all be proud of what it brings to our town.
Sincerely,
Mike Steppling
11/2/23

Leon P. Wilde, CPA, Inc.
dba Tax & Accounting Associates
969 S.E. Federal Highway, Suite 400
Stuart, FL 34994

Tele (772) 220-7658 **Fax (772) 220-7665**

October 31, 2023

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Dear City of Stuart Commissioners:

On behalf of my company, I'm writing this letter in support of the proposed plan for the Creekside Hotel and Retail shops project.

Raj Patel made a presentation of the project to our company. We believe a hotel in downtown Stuart along with more retail shops will help other local businesses prosper.

Therefore, my company supports the proposed plan for the Creekside Hotel and Retail shops project.

Sincerely,

L P Wilde CPA

Leon P Wilde, CPA

McCrain, Kristopher

From: Dan Steppling <dsteppling@gmail.com>
Sent: Thursday, November 2, 2023 3:48 PM
To: McCrain, Kristopher
Cc: Nentwick, Jodi
Subject: Creekside Hotel and Retail Project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Mr. McCrain,

I am writing to express my strong support for the proposed Creekside Hotel and Retail Shops project. As a resident of Martin County for my entire life, I believe this project will be a valuable addition to our community and bring much-needed economic benefits.

The Creekside project will create jobs, generate tax revenue, and attract new visitors to Stuart. The hotel will provide much-needed accommodations for tourists and business travelers, and the retail shops will offer a variety of goods and services that are currently not available in our community.

I urge you to approve the proposed Creekside Hotel and Retail Shops project. It is a well-designed project that will benefit our community in many ways.

Thank you for your time and consideration.

Sincerely,

Daniel Steppling

McCrain, Kristopher

From: Larry Dahn <larrydahn1949@icloud.com>
Sent: Friday, November 3, 2023 1:46 PM
To: McCrain, Kristopher
Subject: Creekside Hotel

Follow Up Flag: Follow up
Flag Status: Flagged

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Kris McCrain
City of Stuart

I served with Amy Pearlstine on the Stuart Main Street Board for several years. We often discussed the need for an upscale unique hotel that would enhance our historic downtown experience. Raj Patel and the City of Stuart have scored a home run. Our residents and visitors are in for a real treat for years to come.
Well Done!

Larry Dahn

McCrain, Kristopher

From: Melissa Rothwell <benni2114@yahoo.com>
Sent: Friday, November 3, 2023 3:55 PM
To: McCrain, Kristopher
Subject: Stuart Creekside Hotel Project
Attachments: Stuart Creekside Hotel Project.docx

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

November 3, 2023

Dear Mr. McCrain,

As a longtime resident of Martin County and now raising a family of my own in Palm City, I want to express my support for the Creekside hotel and retail shops project coming to the Stuart area. I have seen the proposed drawings, and my family is extremely excited about this project.

The only other hotels in the vicinity being the Quality Inn and Best Western and I feel adding another hotel and retail shops to that area is an excellent idea. I am looking forward to seeing what new businesses move in and the jobs it brings with it.

We support and encourage the approval of the Creekside Hotel.

Thank you,

Mike and Melissa Rothwell

4729 SW Gossamer Circle

Palm City, FL 34990

McCrain, Kristopher

From: Allison Shepard <alicat720@gmail.com>
Sent: Saturday, November 4, 2023 1:11 PM
To: McCrain, Kristopher
Subject: Creekside Hotel Project
Attachments: Creekside Hotel Letter_M.docx

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Please see the attached letter of support.

November 3, 2023

Dear Kris McCrain,

I've been a resident of Martin County my entire life, born and raised. I recently had some relatives come to town for a memorial service and not having enough room in my home to accommodate them all, I searched for places for them to stay during their visit. Since it was so last minute and so very few places exist in our immediate area, I could not find a suitable place close by for the number of people that came. They ended up staying farther away than we wanted, making it difficult to spend time together.

I would like to offer my support for the Creekside Hotel and retail shops project to come to the Stuart area. After seeing the proposed drawings, I wanted to express my support of the addition of a quality hotel with corresponding retail shops to this little town that has grown so tremendously in my 48 years of living here. This project would be a great way to invite new business and allow for many job opportunities as well as offer visitors more choice in places to stay locally.

My family and I support and encourage the approval of the Creekside Hotel.

Kind Regards,

Allison Ash

5031 SW Landing Creek Drive

Palm City, FL 34990

McCrain, Kristopher

From: Mike Valade <mtvalade@gmail.com>
Sent: Sunday, November 5, 2023 6:13 PM
To: McCrain, Kristopher
Cc: Nentwick, Jodi
Subject: Creekside Hotel and Retail Project

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

To whom it may concern,

I am generally an advocate of slow, controlled growth in Martin County, however as a Martin County resident, I'm in favor of the development of the Creekside Hotel and Retail project. One thing we do not have in the downtown Stuart area is enough hotel space. As a frequent traveler, I appreciate being able to stay in the heart of the city I'm visiting, to enjoy the independent restaurant and shops that give a community it's character. Stuart lacks that and this project will help to remedy that situation.

Sincerely
Mike Valade
Pam City, FL

McCrain, Kristopher

From: George Saunderson <gsaunderson_aisi@bellsouth.net>
Sent: Friday, November 3, 2023 4:23 PM
To: Nentwick, Jodi; McCrain, Kristopher
Subject: Creekside Hotel
Attachments: Creekside Hotel.pdf

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good afternoon,

Please see attached letter showing my support for the Creekside Hotel project.

Sincerely,

George Saunderson

GEORGE SAUNDERSON
1016 SW Triste Way, Stuart, FL 34997
Phone 561.309.5763

November 3, 2023

RE: Creekside Hotel

To whom it may concern,

Please consider this letter as my decision to fully support the above-mentioned project. The addition of a hotel in downtown Stuart would be a welcome addition to the city. The close proximity to the downtown shops and restaurants will give visitors the opportunity to support these businesses as well as enjoy the waterfront. What a better way to provide for our community than to create a destination hotel establishment for this historic area.

I fully support and encourage approval of the Creekside Hotel.

I have been a resident of Martin County for over 20 years and am excited to see growth in Stuart that will not only help the residents and their families, but also bring new employment opportunities.

Sincerely,

George Saunderson

McCrain, Kristopher

From: Toby Charles <TCharles@fandicorp.com>
Sent: Monday, November 6, 2023 11:08 AM
To: McCrain, Kristopher; Nentwick, Jodi
Subject: Creekside Hotel

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

On behalf of Gregory D Charles II, a Stuart resident and frequent visitor of the downtown area, please consider this letter as my support for the above referenced project.
The addition of a hotel in downtown Stuart is much needed. The proximity to the downtown shops and restaurants will give visitors the opportunity to support these businesses and enjoy the waterfront. What a great way to provide for our community than to create a destination hotel establishment for this historic area.

We support the Creekside Hotel.
Gregory D Charles II

McCrain, Kristopher

From: Janine Garcia <janinegarcia34@gmail.com>
Sent: Monday, November 6, 2023 12:58 PM
To: Nentwick, Jodi; McCrain, Kristopher
Subject: Hotel in the City of Stuart

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good afternoon Kris & Jodi,

My husband and I have been living in Stuart for almost 4 years. I work close to the downtown area. We've had relatives visit us from abroad but we realized there is not an nice hotel in the area that we can recommend. We would love to have a nice hotel in Stuart were friends and relatives can stay in. I'm originally from Colombia and I have family there and in Spain who want to come to visit us and they have mentioned that they would like to stay in a nice and comfortable hotel close to us and the downtown area as well. We are looking forward to a new and modern hotel in Stuart.

Thank you and God bless you.

Janine Garcia

McCrain, Kristopher

From: Douglas Legler <douglas.legler@gmail.com>
Sent: Monday, November 6, 2023 5:21 PM
To: McCrain, Kristopher; Nentwick, Jodi
Subject: Downtown Hotel Raj Patel

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

I wanted to share with you my thoughts on Mr. Patel's proposed hotel project.

I first started working on this project with Mr. Patel as his real estate broker. We knew Downtown needed an appropriate hotel so we spent much time trying to find the right site. It must have easy access from US 1 (but not be on US 1), near to the heart of downtown, served by the Tram, yet large enough to serve visitor demand and provide easy parking. We believe we are at the perfect spot for this much needed amenity.

But, I write to you today not as a real estate broker for this project but as a nearby property owner to be. I believe this area of downtown is primed for a much needed overhaul and this project will be the catalyst to bring people and energy to this underutilized stretch of Colorado Ave. Being said I have 734 S. Colorado Ave in contract to purchase and intend to invest in the property with a modernization plan. While I like the property, I'm most excited about what this corridor can become through beneficial projects like Mr. Patels and others nearby.

This project has made me want to further invest in Downtown Stuart and be part of the energy and excitement to come.

Best,

Douglas Legler

--
Douglas Legler

Letter of Transmittal

Cotleur & Hearing

Date: December 26, 2023

To: Kristopher McCrain
City of Stuart
Development Department
121 SW Flagler Ave
Stuart, FL 34994
kmccrain@ci.stuart.fl.us

From: Dan Sorrow
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dsorrow@cotleur-hearing.com
561-406-1012

☐ US MAIL ☐ FEDEX ☐ PICKUP ☒ HAND DELIVERY

CH Project Number: **#22-1016**
City Project ID: Z23050005 / Z23050006
Project Name: Stuart Creekside Hotel & Retail

Please find attached the notarized "Affidavit Attesting to Notification" document with the following attachments:

- Photos of sign posted at project site
- List of properties within 300 feet of project site obtained from Martin County Property Appraiser website
- Notice letter mailed to properties within 300 feet of project site

Thank you!

CC: Dan Sorrow – dsorrow@cotleur-hearing.com

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

DANIEL T. SORROW, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

Parcel I.D.: 05-38-41-000-000-00230-5
TBD – S. Colorado Avenue, Stuart, FL, 34994
Major Urban Code Conditional Use (Project # Z23050005)
Major Development Plan (Project # Z23050006)

That a copy of the notice was sent by regular U.S. Mail on (12/21/23) to the property owners within 300 feet of the subject property; and`

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent, and property was posted at least 15 days prior to the scheduled public hearing for this item.

D. T. S.

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF PALM BEACH

Sworn and subscribed before me by means of x physical presence or ___ online notarization, this 26 day of DECEMBER, 2023 By DANIEL SORROW.

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of FL My Commission expires: 6/5/27
(Notary Seal)

MARIANA ARIAS SANZ
Notary Public
State of Florida
Comm# HH406739
Expires 6/5/2027


NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE (Z23050005)
& MAJOR DEVELOPMENT PLAN (Z23050006)
CREEKSIDE HOTEL & RETAIL
Parcel I.D.: 05-38-41-000-000-00230-5
The applicant is requesting a Major Urban Code Conditional Use & Major Development Plan approval to construct a 53,600 square foot four-story hotel (w/ 102-beds) & detached 5,000 square foot one-story building for future retail and/or restaurant use(s).
COMMUNITY REDEVELOPMENT BOARD
November 7, 2023 at 4:00 P.M.
CITY COMMISSION
January 8, 2024 at 4:00 P.M.
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION


NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE (Z23050005)
& MAJOR DEVELOPMENT PLAN (Z23050006)
CREEKSIDE HOTEL & RETAIL
Parcel I.D.: 05-38-41-000-000-00230-5
The applicant is requesting a Major Urban Code Conditional Use & Major Development Plan approval to construct a 53,600 square foot four-story hotel (w/ 102-beds) & detached 5,000 square foot one-story building for future retail and/or restaurant use(s).
COMMUNITY REDEVELOPMENT BOARD
November 7, 2023 at 4:00 P.M.
CITY COMMISSION
January 8, 2024 at 4:00 P.M.
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION
Mari Hulz CPA, PA

Notice to Surrounding Property Owners

Public Hearing:	City Commission
Petitioner:	Ted Glasrud Associates FL, LLC
Parcel I.D. No.:	05-38-41-000-000-00230-5
Property Address:	TBD – S. Colorado Avenue, Stuart, Florida 34994
Petition(s):	Major Urban Code Conditional Use (Project # Z23050005) Major Development Plan (Project # Z23050006)
Proposed Request:	The applicant is requesting a Major Urban Code Conditional Use & Major Development Plan approval to construct a 53,600 square foot four-story hotel (w/ 102-beds) & detached 5,000 square foot one-story building for retail and restaurant uses.

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the City Commission on **Monday, January 8, 2024, beginning at 4:00PM** to consider the above request. The public hearing will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart, and via a Zoom link available prior to the meetings.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for review at the City Development Department office located at 121 S.W. Flagler Avenue in Stuart.

If you have any questions regarding this notice or would like to provide a response to be included City Commission agenda, please feel free to contact Kris McCrain, Principal Planner at (772) 600-1268 or email your public notice response to Kmccrain@ci.stuart.fl.us.

Sincerely,

Kris McCrain

Kris McCrain
Principal Planner

Location Map



McCrain, Kristopher

From: Pam Orr <pamorr77@gmail.com>
Sent: Sunday, November 12, 2023 11:48 AM
To: McCrain, Kristopher
Subject: Re: Questions

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Hi again!
Do you have a copy of the presentation for the hotel that was given at the meeting? I am interested to see how the parking situation is addressed.
Thank you!

Live simply, love generously, speak kindly, care deeply and
leave the rest to God!

Blessings!!

Pam Orr
Orr Realty & Rentals
772-807-2557 cell
Pam@pamorr.com

On Fri, Nov 10, 2023 at 7:06 PM Pam Orr <pamorr77@gmail.com> wrote:

> Hi Kris:
> I was out-of-town and was unable to attend the meeting regarding the proposed hotel on Colorado Avenue. Do you have a copy of the traffic study and plat you could send me? I appreciate your assistance.
>
> Live simply, love generously, speak kindly, care deeply and
> leave the rest to God!
>
> Blessings!!
>
> Pam Orr
> Orr Realty & Rentals
> 772-807-2557 cell
> Pam@pamorr.com

McCrain, Kristopher

From: raj p <abh11570@yahoo.com>
Sent: Wednesday, November 15, 2023 9:27 AM
To: McCrain, Kristopher
Cc: Nentwick, Jodi; Jenna Knobbe
Subject: Fw: Martin Arts (Creekside Hotel and Retail)
Attachments: Support Letter Creek District Hotel.pdf

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good Morning Kris,

Hope you are well.

Please see attached letter of support from Nancy Turrell at the Martin Arts group.

Raj

----- Forwarded Message -----
From: Nancy Turrell <nturrell@martinarts.org>
To: Raj <abh11570@yahoo.com>
Sent: Friday, November 10, 2023 at 03:34:51 PM EST
Subject: RE: Martin Arts

Raj,

Sorry for the late response, I can update as needed along the way. I did not make it specific to the CRA because of my lateness. I can update if that is still needed.

Nancy

Directors

Karen L. Barnes
Chandler Josie
Suzy Hutcheson
Nerissa Okiye
Nicki van Vonno

Ex-Officio Members

Doug Smith
Martin County BOCC
Becky Bruner
City of Stuart
Amy Pritchett
Martin County School Board
Nancy Johnson
Economic Council of Martin County

Nancy K. Turrell
Executive Director/CEO

80 SE Ocean Blvd
Stuart, FL 34994
772-287-6676
info@martinarts.org

MartinArts.org

November 10, 2023

To Whom it May Concern,

I am writing today to express my general support for the proposed Hilton branded hotel on Colorado Ave in the parcel fronting the Fruits and Roots Restaurant.

As a strong, and vocal, advocate for the Creek District of Arts & Entertainment, I believe that this commercial addition to the district will help to further drive the momentum that has been created with the implementation of the district. Colorado Avenue has blossomed following the City's investment in the streetscaping and redesign, and are now benefiting from the resulting influx of business and pedestrian traffic.

I have not taken the information to our board for their review and attention, so this letter of support is coming from me. I can however say unequivocally based on the recent results of the AEP6 study, there is a clear and distinct economic benefit and increased spending level by visitors who stay in our area's hotels. This is good for our community.

I look forward to seeing this project progress through the process.

Warm regards,

Nancy K. Turrell
Executive Director/CEO

The Arts Council, Inc is supported in part by State of Florida-Division of Cultural Affairs, The National Endowment for the Arts, Martin County Board of County Commissioners, City of Stuart & private contributions. A copy of the official registration (#SC-03297) and any financial information may be obtained from the Division of Consumer Services by calling toll-free within the State, 1-800-435-7352. Registration does not imply endorsement, approval or recommendation by the State.

McCrain, Kristopher

From: Brandon Simeone <brandonsimeone@yahoo.com>
Sent: Wednesday, November 15, 2023 11:05 AM
To: McCrain, Kristopher
Subject: Creekside Hotel Project

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Hi there, I'm just writing this email to fully express my support in the Creekside hotel and retail project in downtown Stuart.
I have lived in Jupiter, the majority of my life and just recently moved to Stuart last year. I have a good understanding of the comparisons and differences between both towns, and the one thing that puts Jupiter ahead of Stuart is the fact that they aren't afraid to expand and provide for tourists/residents. There's a lot of people I know that are pro growth for Stuart, but hold back from saying so in fear of being shot down. Stuart has its own charm and I'd love to see that cater to more people coming to experience this seaside town.
I fully support staff's recommendation of approval for this project. Thank you, Brandon Simeone

McCrain, Kristopher

From: Spiro Laskaris <spiro.laskaris@gmail.com>
Sent: Tuesday, December 26, 2023 12:18 PM
To: McCrain, Kristopher
Subject: Hilton Tru Creekside Hotel and retail

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Kris,
Hope you're well and enjoyed your Holiday with your family. My name is Spiro Laskaris, I believe we've met in the past. I've done several projects in the City of Stuart over the last 25 years, from restaurants to the 603 Place Apartment conversion there on US1.
Wanted to just reach out and give you some feedback on the Hilton Tru Hotel and Retail project that has been proposed in the city and how well needed this project is. My family and friends not only frequent downtown Stuart but also have several family members that visit the area all year long. I'm sure you're aware that the downtown area is tapped out in regards to retail and parking is very difficult. The City has done a phenomenal job with the growth of Downtown as well as Colorado, congrats! This project would tie in the downtown area, Colorado and US1. In Addition, most of our out of town guests end up staying at the Marriott on the island and having to travel back into the City because there are no quality places to stay within the city limits. Causing the city to miss out on important tax dollars.
More importantly it's not only that this project is needed but Raj Patel and his development team that is putting this together is top notch and the right operators to bring in the correct tenants to compliment the vision of the city's growth plan. I believe their track record speaks for itself. All too often the business plan is there but the execution doesn't happen as proposed.
I know most of what you hear is the opposition to projects like this from the immediate residents but in the end they will see the value in this project as they did with a few of mine.

Happy New Year and all the Best!

--
Spiro Laskaris
772-260-6925
Spiro.Laskaris@gmail.com

Go Local Electric, LLC
660 SE Monterey Rd.
Stuart, FL 34994
772-237-2351

Dear City of Stuart,

Subject: Letter of Support for Creekside Hotel and Retail

I am writing to express my strong support for Creekside Hotel and Retail, which has demonstrated exceptional commitment and dedication. As owner at Go Local Electric LLC, I have had the privilege of witnessing firsthand the outstanding work and positive impact brought about by Creekside Hotel and Retail.

In my professional capacity, I have seen Creekside Hotel and Retail consistently provide excellent quality work on major projects in communities around the surrounding area. I believe their strong work ethic and ability to work well with others is above and beyond. It is without reservation that I offer my endorsement and support of their endeavors.

I am confident that Creekside Hotel and Retail will continue to make a significant impact and positively influence the lives of those they serve. Their dedication, passion and expertise make them an invaluable asset to any organization, project or initiative. Please feel free to contact me at info@golocalelectric.com or 772-224-6326 if you require any additional information or if I can provide further support for Creekside Hotel and Retail. I am more than happy to assist in any way I can.

Thank you for considering my support of Creekside Hotel and Retail. I am confident that their ongoing efforts will yield remarkable results and create lasting change for the better.

Sincerely,

Randy Oliveira
Owner
Go Local Electric LLC

639 N.W. Baker Road
Stuart, FL 34994

SIGN IT! INC.
LICENSED SIGN CONTRACTOR

772-692-2866
madsigntist@signitinc.com

DECEMBER 28, 2023

CITY OF STUART,

THIS IS A LETTER PLAIN & SIMPLE IN FULL SUPPORT OF THE PROJECT PROPOSED ON COLORADO AVE FOR HOTEL & RETAIL. THIS WOULD BE FANTASTIC FOR OUR LIL' TOWN. WE NEED A HOTEL CLOSE TO DOWNTOWN WHICH CURRENTLY THERE IS NONE. CREEKSIDE HOTEL WOULD BE DEVELOPED BY RAJ PATEL WHO HAS AN EXCELLENT TRACK RECORD. I HAVE BEEN WORKING WITH RAJ FOR OVER 20 YEARS. THE LAST PROJECT WE DID FOR HIM WAS HIS TRU HOTEL IN TRADITION THAT IS TOP NOTCH. I HOPE THE CITY WILL GREEN LIGHT THIS PROJECT....

Thank You,

Alan Marcus

Alan Marcus
PRESIDENT

"IF IT'S A SIGN ... WE DO IT!"

McCrain, Kristopher

From: Mahen Sanghrajka <Mahen@bigfive.com>
Sent: Friday, December 29, 2023 1:03 PM
To: McCrain, Kristopher
Subject: Creekside Hotel and Retail

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

We are excited to see this new project coming up in our city. With Brightline stopping soon in Treasure Coast, This project will increase our City's and County's revenues. This will also create extra jobs to many businesses in our county, especially
City of Stuart. We saw the same developers have a similar business in Tradition, St Lucie county, and the business owners are
Very happy since it has added extra revenue to their bottom line and increased employments.

We sincerely hope this project goes through for the benefits of our city of Stuart.

Sincerely,



Mahen Sanghrajka
mahen@bigfive.com
772 287 7995

"Designed Differently. Explored Sustainably"

Websites: www.bigfive.com | www.galapagos.com | www.yourtraveldna.com
Sustainability Websites: www.galapagos.com | www.safaritours.com | www.visibleasia.com

Twitter - @bigfivetours | Facebook - /bigfivetravel | Instagram - @bigfivetraveltours

McCrain, Kristopher

From: Dale Armor <dale@acquisitionexperts.net>
Sent: Saturday, December 30, 2023 8:41 AM
To: McCrain, Kristopher
Subject: RE: Creekside Hotel and Retail Proposed Development

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Hello Kris,

I think the Creekside Hotel and Retail looks like an excellent proposed use for this parcel. Tourists visiting Stuart could walk downtown easily, have access to onsite retail and it's also close to the downtown Stuart Publix plaza. These patrons won't need to take up parking downtown.

I listed and co-brokered the sale of the old Goodyear building next door to the south now anchored by Fruits and Roots. This has been a successful change of use for the City of Stuart.

I believe Creekside will further enhance the downtown area and be a successful amenity for tourists and all of the areas associated small business Owners including retail, restaurants and service businesses.

I'm sure some people will complain about more traffic on Colorado but this street is busy now and always will be going into the future, especially if we get the Brightline Station which I hope we do. The good news is that traffic does flow and it's not a long wait to get through the area. The hotel will create a lot of foot traffic and these visitors will won't be looking for parking downtown.

I'm not a random supporter. I own an office condominium in the Esplanade Building at 50 SE Ocean Blvd. Suite 205. I commute daily in and out of downtown. Many Clients visit our office weekly, so any impacts of more people coming into the downtown area affect my daily life.

I support further enhancements to downtown that will make it a more attractive destination for the City of Stuart and the Business Owners that will benefit from more visitors to the area.

Thank you for time and consideration.

Successfully Yours,

Dale Armor
M&A Advisor
Broker/Owner
Ph: 772-220-4455
Cell: 772-486-0238
50 SE Ocean Blvd. Suite 205

McCrain, Kristopher

From: Mike Knott <treeman185@gmail.com>
Sent: Monday, January 1, 2024 6:27 PM
To: McCrain, Kristopher
Subject: Creekside Hotel and Retail

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Good Evening Kris,

Hope this email finds you well.

I have lived Martin County for 52 years, and my company has done a huge amount of work in Stuart.

I'm vested in Stuart as much as anyone else and when I found out that there was a hotel development coming to the downtown area, I was extremely impressed.

This is something we have always needed. I'm surprised that this wasn't already done and opened.

I hope the project gets approved because it's not contributing to urban sprawl and is within its parameters.

Thank you for your time.

Mike Knott
Mike's Tree Service LLC

McCrain, Kristopher

From: Tony Barletta <tbarletta@me.com>
Sent: Wednesday, January 3, 2024 9:48 AM
To: McCrain, Kristopher
Cc: abh11570@yahoo.com
Subject: Raj Patel

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good morning ... I'm sending this email in support of the purposed project being up for vote with The Stuart City Commissioners on Jan 8,2024 by Raj Patel

As a 30 plus year resident of Martin County I believe this is well needed addition to our community

I am in support of this project and hope you share my concerns with the commission

Yours in business

Sent from my iPhone
Tony Barletta

McCrain, Kristopher

From: Aaron Chatenka <chatenka.law@gmail.com>
Sent: Wednesday, January 3, 2024 10:18 AM
To: McCrain, Kristopher
Subject: Creekside Hotel & Retail - FULL SUPPORT AARON CHATENKA, ESQ.

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Bcc:chatenka.law@gmail.com

Wed 1/3/2024 10:11 AM

Good morning Kris,

I hope you and your family had a relaxing and enjoyable holiday season.

My name is Aaron Chatenka, and I am a local attorney who lives in Stuart with my wife and three children. My wife grew up in Stuart and we are proud to call the city and community our home. We are extremely proud of our beautiful, quaint downtown area. That being said, we fully support the "right kind of growth."

I'm sure you've noticed that our community is growing rapidly, whether we like it or not. That's why the "right kind of growth" is extremely important to our community's future. Strip malls, gas stations, and storage garages seem to be inundating our town and destroying our small-town beauty. That's why proposed projects like Creekside Hotel and Retail are so important to the proper expansion of our downtown and community as a whole.

Currently, guests visiting Stuart have no lodging option, directly downtown. To make matters worse, the lodging options near downtown are less than desirable (2-3 stars at best), which doesn't mirror the guests visiting downtown Stuart. With the beauty and wealth Stuart has to offer, visitors need and are missing a suitable downtown lodging option. In addition to filling a need in our community, the Creekside project will help local businesses thrive and provide additional jobs for residents.

I fully support the Creekside project and am confident it will benefit our community in many ways. As community's change, so should the zoning to support the "right kind of growth."

Sincerely,
Aaron Chatenka, Esq.

Aaron Chatenka, Esq.
Owner/LeadTrial Attorney
CHATENKA INJURY LAW, PLLC
2100 SE Hillmoor Drive, Suite 106
Port St. Lucie, FL 34952
Email: Aaron@CHATENKAINJURYLAW.com
Phone(s): 772-200-4166 (office), 570-470-0380 (cell)
Fax: 772-324-2003

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McCrain, Kristopher

From: Dean Childers <djchilders123@yahoo.com>
Sent: Wednesday, January 3, 2024 10:27 AM
To: McCrain, Kristopher
Subject: Downtown Stuart Tru Hotel Proposal

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Mr. McCrain,
I hope this email finds you well and I wish you and yours a very blessed and prosperous 2024. I am writing in reference to the proposed Tru Hotel for downtown Stuart.

This newly proposed hotel would be a significant asset to both downtown Stuart and the Stuart, Jensen Beach and Palm City areas. There are so few options for my family and friends to stay in area when visiting. Additionally, this new location would enable the residents to enjoy all that our beautiful downtown Stuart has to offer within walking distance. The design of a Tru (I have stayed in quite a few as a traveling businessman) and the proposed height would fit extremely well in the proposed location and with the other architecture within in downtown Stuart. With the designated parking garage I do not see any downfalls for bringing this Tru hotel to downtown Stuart. My family and friends would be delighted to have an option to stay in downtown Stuart. I really believe this is a missing piece to the Stuart area and would be well received in the community. Thanks for your attention with this matter.

Best Regards
Dean and Nancy Childers
1001 SW Pine Tree Lane
Palm City, FL 34990

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Jodi Nentwick

Title of Item:
HCA FREESTANDING EMERGENCY ROOM - MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT & SITE PLAN (QJ)(RC):

ORDINANCE No. 2526-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
On October 17, 2022, the applicant submitted a Planned Unit Development Amendment petition and concurrent Site Plan for the development of Lot 3 within the WaWa CPUD. The amendment provides for constructing an 11,570 square foot freestanding emergency room (FSER) with one (1) ambulance loading zone and forty-three (43) parking spaces and new timetable. The WaWa CPUD is located on the southeast corner of S.E. Monterey Road and S. Kanner Highway.

The FSER building provides enhanced architectural features and complies with the City's architectural standards by providing an arcade, sculptured artwork, overhangs, display windows, decorative light fixtures, and planters with seating. The development provides inner connectivity by utilizing the existing frontage road and providing a parking lot cross access connection to Waters Edge Dermatology. A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway. The development complies with the city's landscape standards by providing dozens of new shade trees and thousands of new shrubs for the property. The landscape buffers have been designed to enhance and complement the existing landscape palate established within the previously developed lots.

The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S. Kanner Highway. The access road has an existing Right-In/Right-Out (RIRO) access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points to S Kanner Highway.

Funding Source:
N/A

Recommended Action:

The staff has reviewed the petition for a Major Amendment to the Commercial Planned Unit Development and concurrent site plan and recommends the City's Local Planning Agency (LPA) forward a recommendation for approval to the City Commission to allow for an 11,570 ft^2 one-story, freestanding emergency room with an ambulance and patient loading zone, which associated site improvements.

ATTACHMENTS:

1. DRAFT HCA FSER Ordinance No. 2526-2024
2. City Commission Staff Report
3. Development Application
4. Proposed Site Plan and Architectural Elevations Plans
5. Landscape and Tree Plans
6. Boundary Survey
7. Revised Approved Master Site Plan
8. Traffic Impact Statement
9. Replat
10. CPUD Recorded Ordinances
11. Project Maps Package

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2526-2024

AN ORDINANCE OF THE CITY OF STUART CITY COMMISSION, FLORIDA GRANTING A THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 (KANNER HIGHWAY) AND S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on December 8, 2014, the City of Stuart City Commission adopted Ordinance No. 2297-2014, approving an addition of a 1.26-acre parcel into the original 5.98 acres parcel and applying Commercial Planned Unit Development (CPUD) Zoning for the entire 7.24-acre site, dividing the 7.24-acre site into four lots, adopting a master site plan encompassing.

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the newly established 7.24-acre site, including a full development plan for Lot No.1., consisting of a "Wawa" gas station and convenience store, and a partial development plan for Lots 2, 3, and 4, and recording a declaration to identify maintenance of the site, and all common areas; and

WHEREAS, On January 26, 2015, the City of Stuart City Commission adopted Resolution No. 10-2015 approving a plat titled "Shoppes at Monterey and Kanner".

WHEREAS, on March 23, 2015, the City of Stuart City Commission adopted Ordinance No. 2306-2015, granting a Major Amendment to Ordinance No. 2297-2014 thereby approving full development plans for Lot 4 consisting of a 10,224 square-foot medical office building for Stuart 24 Associates LLC; and

WHEREAS, on September 26, 2016, the City of Stuart City Commission adopted Ordinance No. 2331-2016, granting a second Major Amendment to Ordinance No. 2297-2014 thereby providing for the reconfiguration of Lots 2 & 3, specifically decreasing Lot 2 from 1.63 acres to 1.22 acres and increasing Lot 3 from 1.33 acres to 1.74 acres; and approving a Master Development Plan for Lot 2 consisting of a 4,442 square foot Culver's Butter Burger & Frozen Custard drive-thru and sit down restaurant; and

WHEREAS, on September 26, 2016, the City of Stuart City Commission adopted Resolution No. 102-2016, approving a replat for the configuration of Lots 2 & 3 and was recorded regarding the property, known as the "Shoppes at Monterey and Kanner Replat" which is recorded in Martin County Plat Book 17, Page 39, and consists of Sheets 1 and 2 of 2; and

WHEREAS, on October 17, 2022, an application was submitted to the City of Stuart for a third Major Amendment to Ordinance No. 2297-2014, proposing a Master Development Plan for Lot 3 consisting of an 11,570 square foot Free Standing Emergency Room; and

WHEREAS the City of Stuart Local Planning Agency Board held a properly noticed hearing at a

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regularly scheduled meeting on December 14, 2023, to consider the Applicant's request and recommended approval of the subject petition to the City of Stuart City Commission; and

WHEREAS the City of Stuart City Commission held a properly noticed hearing at a regularly scheduled City of Stuart City Commission meeting to consider the application by HCA Health Services of Florida, Inc. (the "Applicant") for the 1.74-acre parcel of land that is Lot 3 of the CPUD; and

WHEREAS, the City of Stuart has determined the need to provide a third Major Amendment to Ordinance No. 2297-2014 to amend the CPUD to eliminate the need for a Property Owners Association ("POA"), and to eliminate a discrepancy between the CPUD, and the Declaration recorded with Ordinance No. 2297-2014; and

WHEREAS, the City of Stuart City Commission has considered the Applicant's voluntary request for a Master Development Plan, the CPUD Amendment for the Lot 3 Site Plan, the elimination of the requirement for a POA, and other conflicts identified between the CPUD, and the Declaration included in Ordinance No. 2297-2014; and

WHEREAS, the City of Stuart City Commission has also considered the recommendation of the City of Stuart's staff as to the above matters; and

WHEREAS, the Applicant has committed to the City of Stuart that its development will comply with all development codes, plans, standards, and conditions approved by the City of Stuart City Commission; and that it will bind its successors in title to any such commitments made upon approval of the Lot 3 site plan; and

WHEREAS, at the hearing, the Applicant showed by substantial competent evidence that the application is consistent with the City of Stuart's Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD Development will be in harmony with surrounding properties and their

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anticipated development.

WHEREAS the CPUD Property is legally described in **"Exhibit A"** of this ordinance (the "CPUD Property"). A location map depicting the CPUD Property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS the Lot 3 property is legally described in **"Exhibit C"** of this ordinance; and

WHEREAS a map depicting the Lot 3 property is attached hereto as **Exhibit "D"** and made a part hereof by reference; and

WHEREAS the proposed final version of the Development Conditions and Revised CPUD (as set forth in **Exhibit "E"** attached hereto), reflecting the removal of all POA-referencing language, and other changes to create consistency, is attached hereto as **Exhibit "E"**.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The following new documents are on file as public records of the City, at the office of the City of Stuart City Clerk in City Hall, and attached hereto as **Exhibit "E,"** hereinafter the "Development Documents," shall pertain to Lot 3, deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **[Development Documents to be approved for HCA FSER shall be listed Here]**
b. **[Ditto]**
c. **[Ditto]**
d. **Etc.**

SECTION 3: This ordinance becomes effective upon adoption and acceptance by all of the owners of the CPUD Property.

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SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City of Stuart except in compliance with the aforesaid Development Documents. The failure of the Applicant to complete development, or to comply with the Development Documents, or with any term or condition of development outlined in this ordinance, shall be deemed a zoning violation, and no further permits, or other development approvals or orders shall be issued by the City of Stuart to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City of Stuart. This section shall not impair the due process or other legal rights of the Applicant to seek administrative or judicial redress.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: 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 that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: Following the adoption and acceptance of this ordinance by all of the owners of the CPUD Property, and in addition to any other action for failure of the Applicant to comply with the Development Documents for Lot 3, the City of Stuart's Development Director may obtain a hearing before the City of Stuart City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged noncompliance. At the hearing before the City of Stuart City Commission, the Applicant may appear and may contest the allegation of the breach or explain the reason or reasons for the breach. Upon a finding of material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City of Stuart City Commission may impose or do any or all of the following solely with respect to Lot 3:

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a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

b. Direct the City of Stuart City Development Director to initiate the process to rezone the CPUD property or any portion of the CPUD property.

c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City of Stuart.

Any breach of any provision or condition of this CPUD ordinance by the owners of Lots 1, 2, 3, and 4 within their respective lots in the CPUD Property, shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law, and each lot owner within the CPUD Property shall be responsible for its respective lot's compliance severally. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 8: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflicts. If any provisions of this ordinance or the application conflict with any prior contractual provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9: This Ordinance shall be effective upon adoption by the City of Stuart City Commission.

SECTION 10: Upon full execution, the City of Stuart City Clerk shall record this Ordinance.

Passed on first reading the ____ day of _____, 2024.

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:

DRAFT

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

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EXHIBIT C

LOT 3 - LEGAL DESCRIPTION

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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EXHIBIT D – LOT 3 LOCATION MAP

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EXHIBIT E

DEVELOPMENT CONDITIONS

MAJOR AMENDMENT TO THE CPUD

ORDINANCE xxx – HCA FREESTANDING EMERGENCY ROOM (FSER)

The following conditions fall into three (3) categories:

1. **(New Condition)** New language added to the CPUD.
2. **(Restated Condition)** Conditions in the original CPUD, or subsequent amendments, which continue to apply to the CPUD without a language change.
3. **(Amended Condition)** Variation from language contained in the original CPUD, or any amendments to the CPUD.

Approved Plans and Documents

(New Condition) The HCA Free Standing Emergency Room ("FSER") project and use thereof shall comply with the following plans and documents:

a. **[Development Documents to be approved for HCA FSER shall be listed Here]**
b. **[Ditto]**
c. **[Ditto]**
d. **Etc.**

General Conditions

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan 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, 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.

2. **(Amended Condition)** Development of the Subject Property as a CPUD shall not exceed an impervious area of not more than sixty-five percent (65%) for ~~Lots 3, and~~ Lot 4. The Wawa gas station and convenience store on Lot 1 shall not exceed an impervious area of not more than sixty-seven percent (67%). The Culver's ButterBurger and frozen custard building on Lot 2 shall not exceed an impervious area of not more than (70%). The Free-Standing Emergency Room on Lot 3 shall not exceed an impervious area of not more than (70%).

3. **(Restated Condition)** The maximum building height within the CPUD shall be 45 feet. 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. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in

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the calculation of building height.

Landscaping

4. **(Restated Condition)** All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

5. **(Restated Condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru free for landscape consulting fees not to exceed $1,500.00.

6. **(Restated Condition)** A Landscape maintenance plan, executed in accordance with the Land Development regulations, shall be submitted to the Development Department and approved before the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

7. **(Restated Condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

8. **(Amended Condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetative area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lot 1, 2, and 3, the location of the native vegetation shall comply with the project's landscape plans, Sheets L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Sheets 1 & 2 of 2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices ~~per the attached~~ and shall comply with the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sheets L1.0, L2.0, and L3.0 by Keli Frymire, FL LA# 6667429, Gamble Design Collaborative, dated September 28, 2022.

9. **(Restated Condition)** The project's stormwater facilities, specifically the Native Planting schemes at the detention/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 Stormwater Basins." Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

10. **(Amended Condition)** A Preserve Area Maintenance Plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15 and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with the Environmental Assessment prepared by Drew Gatewood, MS, PWS, Advanced Restoration Ecology Report (23 pages) dated September 2022. The city will require proof of a completed gopher tortoise survey by a licensed agent. The applicant is required to submit the document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per Florida Wildlife Commission regulations, a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement to commencement. The City will not authorize/issue any permitting without a current gopher tortoise survey, and a tree survey showing all native trees 4" or bigger on site.

Tree Mitigation

11. **(Amended Condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

LOT #1	LOT #2	LOT #3	~~LOT #4~~
Slash Pine = $9,112.50	Slash Pine = $9,112.50	**Slash Pine = $9,112.50**	~~Slash Pine = $9,112.50~~
Highrise Oak = $8,075	Highrise Oak = $8,075	**Highrise Oak = $8,075**	~~Highrise Oak = $8,075~~
Total = $17,187.50	Total = $17,187.50	**Total = $17,187.50**	~~Total = $ 17,187.50~~

Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Prior to Issuance of Site Permits

12. **(Restated Condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.

13. **(Restated Condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

14. **(Amended Condition)** Civil Plans shall be reviewed and approved by all applicable City departments and any consultant fees prior to the issuance of a site permit.

15. **(Restated Condition)** 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 issuance of a site permit.

16. **(Restated Condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

17. **(Restated Condition)** "Hat racking" of trees is prohibited on the property.

18. **(Restated Condition)** All on-site utilities must be buried except for the existing FPL transmission line.

19. **(Restated Condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.

20. **(Amended Condition)** The developer of ~~Culver's of Stuart 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.~~ of the Free-Standing Emergency Room, HCA Health Services of Florida, Inc., must pay the applicable water and sewer availability fee, for the development of Lot 3, in accordance with Chapter 42 of the city's code.

21. **(Restated Condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.

22. **(Restated Condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to ensure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 pm to 3:00 pm on weekdays.

23. **(Restated Condition)** All mechanical equipment associated with the development shall be rooftop (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30 feet from the back of the main anchor buildings and screened from view. Rooftop satellite dishes shall be limited to 3 feet in diameter and screened from view.

24. **(Restated Condition)** Any backflow prevention devices and above-ground utilities shall be delineated on the landscape plans during the final site plan review and shall be out of view or screened from the public right-of-way.

25. **(Restated Condition)** 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.

26. **(Amended Condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting for Lot 4 shall comply with the Photometric Plan and Details prepared by LCA Architecture, Inc., dated 01.15.2015. Site

lighting for Lot 2 shall comply with the Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16. Site lighting for Lot 3 shall comply with Sheets E101 & E102 (2 pages) – Electrical Exterior Cutsheet & Details prepared by Giattina Aycock Architecture Studio Inc., dated November 11, 2022.

27. **(Restated Condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

28. **(Restated Condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application by the City Code and shall be consistent with the sign plan.

29. **(Restated Condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.

30. **(Restated Condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.

31. **(Restated Condition)** The project's stormwater facilities, specifically the Native Planting schemes at the detention/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 Stormwater Basins." The proposed dry retention of lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought-tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought-tolerant ground cover.

32. **(Amended Condition)** In the event of any conflict in the provisions of Exhibit ~~'C'~~ 'E' Development Conditions and the Revised CPUD, and attached exhibits, Exhibit ~~'C'~~ 'E' shall prevail. Notwithstanding any other conditions, each lot owner within CPUD Property shall be responsible for compliance of its respective lot within the CPUD Property with Ordinance 2297-2014, as amended.

33. **(Restated Condition)** Prior to the certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site stormwater system as well as the entire CPUD's stormwater system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots 3 & 4

34. **(Amended Condition)** The developer may grade into ~~20%~~ 100% of the re-created native vegetation area in order to meet stormwater needs for the remaining Lot 3. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted

landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

35. **(Restated Condition)** Parking areas shall be interconnected throughout the CPUD.

36. **(Restated Condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.

37. **(Restated Condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.

38. **(Amended Condition)** No trailers, prefabricated, or modular structures shall be permitted except temporarily ~~to assist in development and with rentals and sales of realty~~ within the CPUD, unless approved and deemed accepted by the State of Florida. ~~Such t~~Trailers shall be removed within thirty days of a direction to do so issued by the City Development Director. Failure to remove such a trailer accordingly shall be deemed a violation of the City Code.

39. **(Restated Condition)** Subject to the provisions of the LDR, the developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended Condition)** The timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT - LOT 1 WAWA Gas Station & Convenience Store	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	**Jan 30, 2015**
Final Certificate of Occupancy for all site and building improvements	**June 30, 2016**

TIMETABLE OF DEVELOPMENT - LOT 4 Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	**Jan 30, 2018**
Final Certificate of Occupancy for all site and building improvements	**June 30, 2019**

TIMETABLE OF DEVELOPMENT – LOT 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD

Site and building permit applications are deemed sufficient for permit review under city codes and standards.	**Dec. 30, 2016**
Final Certificate of Occupancy for all site and building improvements	**Dec. 30, 2017**

TIMETABLE OF DEVELOPMENT – LOT 3 **HCA Free-Standing Emergency Room Major Amendment to the CPUD**	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	**June 30, 2024**
Final Certificate of Occupancy for all site and building improvements	**June 30, 2025**

Allowable Uses

41. **(Restated Condition)** The following uses shall be permitted considering Sec. 601.13. Off-street parking schedule of the City's Land Development Code – as the standard for required off-street parking.
    a. Gas station and convenience store
    b. Professional office, including medical
    c. Retail
    d. Restaurant
    e. Restaurant with fast food drive-thru (see condition 50 below)

Prohibited

42. **(Amended Condition)** No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers, unless approved and deemed accepted by the State of Florida.

43. **(Restated Condition)** Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to the rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.

44. **(Restated Condition)** Billboards are prohibited on the property.

45. **(Restated Condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

46. **(Restated Condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.

47. **(Restated Condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
    a. The Development Director approves the P.A. system
    b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
    c. A feature known as Automatic Volume Control or "AVC" is used to reduce the

outbound sound pressure level based on ambient noise.

Signage

48. **(Amended Condition)** The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10' in height with design criteria conforming to the City's Land Development Code shall be located within the landscape buffer, and avoid utility easements along Kanner Hwy for Lots 3, and 4. The monument sign for lot 4 shall adhere to the proposed monument sign elevations prepared by LCA Architecture, Inc. dated 01.15.15.The monument sign for lot 2 shall adhere to the Sec. 6.11.12.C Monument Signs of the City's Land Development Code.

Platting

49. **(Restated Condition)** Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued. Plat approval based on reconfigured lots 2 & 3 shall occur prior to any development permit being issued for Culver's of Stuart on lot 2.

50. **(Amended Condition)** The CPUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. ~~Prior to application for any development, the applicant shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:~~
    ~~a. An 8 foot wall, with 5 feet of preserve on the east and south side of the wall,~~
    ~~b. The entire 40 foot wide preserve area on the east and south perimeter of the site,~~
    ~~c. Landscape strips straddling lot lines of lots 2, 3, and 4.~~
    ~~d. Entrance aprons from S.E. Kanner Hwy and~~
    ~~e. The north-south connecting drive aisle extending through lots 2, 3, and 4.~~

Maintenance & Liability for Common Areas of the CPUD

51. **(New Condition)** After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

    a. An 8-foot wall, with 5 feet of preserve on the east and south sides of the wall,
    b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,
    c. Landscape strips straddling lot lines of lots 2, 3, and 4~~.~~,
    d. Entrance aprons from S.E. Kanner Hwy and
    e. The north-south connecting drive aisle extending through lots 2, 3, and 4.

    ~~Driveway, Perimeter Wall, Native Vegetative Preserve and required landscaping on the Lots.~~

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To: Local Planning Agency *(LPA)*

From: Jodi Nentwick-Kugler, Development Director

Meeting Date: December 14, 2023

Subject: HCA Florida St. Lucie Hospital - *Major CPUD Amendment & Final Site Plan Approval (Project No.: Z22100003)*

GENERAL INFORMATION:

Property Owner/Applicant: Nicholas L. Paul, Vice President
HCA Health Services of Florida, Inc.
One Perk Plaza
Nashville, TN 37203

Agent of Record: Robert S. Raynes, Esq.
Gunster Law Firm
800 S.E. Monterey Commons Boulevard
Stuart, FL 34996

Location: 2551 S. Kanner Highway, Stuart FL 34994

Parcel I.D.: 16-38-41-016-000-00030-0

Existing Zoning: Commercial

Existing Land Use: Commercial Planned Unit Development *(CPUD)*

Parcel Size: 1.74-acres

Existing Use: Vacant

Proposed Use: Free Standing Emergency Room

Overlay District: N/A

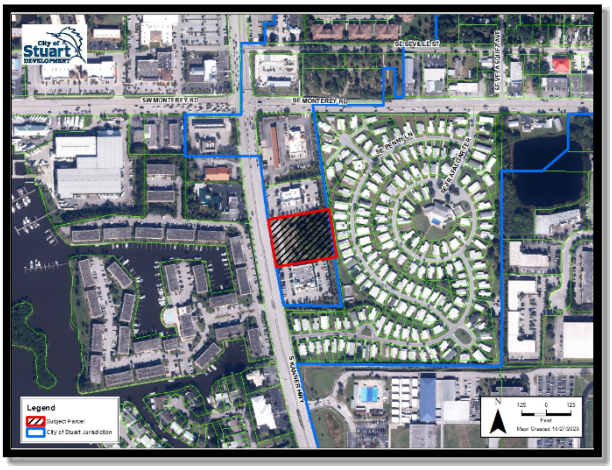
A. Project Description

On October 17, 2022, the applicant submitted a Planned Unit Development Amendment petition and concurrent Site Plan for the development of Lot 3 within the WaWa CPUD. The amendment provides for constructing an 11,570 square-foot free-standing emergency room (FSER) with one (1) ambulance loading zone, forty-three (43) parking spaces, and a new timetable. The WaWa CPUD is located on the southeast corner of S.E. Monterey Road and S. Kanner Highway.

According to the applicant's justification statement dated October 12, 2022, the FSER will provide efficient, high-quality health care to the residents of Stuart. The FSER provides physicians on staff and presents 24 hours, 7 days a week vs. a typical urgent care facility that provides a P.A. or nurse practitioner. The FSER is equipped

with the imaging and laboratory resources needed to diagnose and deliver care for severe and life-threatening situations. The FSER does not provide overnight, inpatient treatment; however, the FSER is hospital-owned and operated. Patients can be transported if they require inpatient admission and/or a higher level of care.

Aerial Map



B. Project Background

According to Ordinance No. 2297-2014, 2014 Monterey Stuart Associates, LLC ("Monterey") and Grand Bank and Trust of Florida ("Grand Bank") entered into a CPUD agreement with the City of Stuart (the "City") for that certain development now known as "The Shoppes at Monterey and Kanner" which (i) incorporated an adjoining 1.17 acre B-1 "Business" zoned parcel into the original 5.97-acre parcel; (ii) divided the 7.14-acre site into 4 lots; (iii) adopted a master site plan encompassing the entire 7.14 acre site; and (iv) approved full development plans for a WAWA Gas Station and Convenience Store on Lot 1.

Stuart 24 Associates, LLC ("Associates") along with Monterey and Grand Bank petitioned the City to amend Ordinance No. 2297-2014 to provide for the development of Water's Edge Dermatology on Lot 4. City, Monterey, Grand Bank, and Associates entered an amendment to Ordinance No. 2297-2014 to allow the development of Water's Edge Dermatology; said the amendment was approved as Ordinance No. 2306-2015. Ordinance No. 2297-2014 and Ordinance No. 2306-2015 are collectively referred to as the WaWa CPUD.

Three (3) of the four (4) lots within the WaWa CPUD have been developed; with WaWa on Lot 1, Culvers Restaurant on Lot 2, and Waters Edge Dermatology on Lot 4. During the development of Lots 1, 2 & 4 the required cross-access connections and buffers were established for Lot 3. The development of Lot 3 will provide a Professional Medical Office use which is consistent with the intended uses established within the CPUD.

Project History:

August 24, 1998, the City Commission adopted the following ordinances:

- Ordinance Number 1566-97 for the Voluntary Annexation Parcel #F8; which consists of a 1.20-acre parcel of land located at the southeast corner of Monterey Road and S.R. 76 (Kanner Highway).
- Ordinance Number 1568-97 establishes the Zoning Classification of "B-1" General Business District for Annexation Parcel #F8.

June 22, 1998, the City Commission adopted the following ordinances:

- Ordinance Number 1569-97 was adopted for the Voluntary Annexation of Annexation Parcel #F9; which consists of a 5.98-acre parcel of land located on the east side of S.R. 76 (Kanner Highway) and south of Monterey Road.

- Ordinance Number 1571-97 adopted the following Annexation Parcel #F9; establishing the zoning classification of Commercial Planned Unit Development (C-PUD) agreement that included a list of conditions for the development.

November 24, 2014, the City Commission adopted Ordinance Number 2297-2014 amending a 5.98-acre Commercial Planning Development (C-PUD) agreement, originally approved under Ordinance Number 1571-1997, (1) and incorporating an adjoining 1.26-acre B-1 "Business" zoned parcel into the original 5.98-acre parcel and applying C-PUD zoning to the entire 7.24-acre site, (2) diving the 7.24-acre site into four lots; (3) adopting a master plan encompassing the newly established 7.24-acre site, including a full development plan for Lot No. 1, consisting of a "WAWA" gas station and convenience store and a partial development plan for Lots 2, 3, and 4; located at the southeast corner of SR 76 (Kanner Highway) and S.E. Monterey Road, providing for development conditions and a timetable for development, and repealing all ordinances.

January 26, 2015, the City Commission adopted Resolution Number 10-2015 approving a plat titled "Shoppes at Monterey and Kanner.

March 9, 2015, the City Commission adopted Ordinance Number 2306-2015 granting approval for a Major Amendment to the CPUD for the development of Lot 4 consisting of a 10,224 square-foot medical office building for Water's Edge Dermatology.

September 12, 2016, the City Commission adopted Ordinance Number 2331-2016 granting a second Major Amendment the CPUD, providing for the reconfiguration of Lots 2 & 3, more specifically decreasing Lot 2 from 1.63-acres to 1.22-acres and increasing Lot 3 from 1.33-acres to 1.74-acres; approving a master development plan for Lot 2 consisting of a 4,442 square foot Culver's Butterburger & Frozen Custard drive-thru and sit-down restaurant, providing for new, restated, and amended development conditions, including a timetable for development and a requirement for platting.

September 26, 2016, the City Commission adopted Resolution Number 102-2016 approving a plat for the reconfiguration of Lots 2 & 3 for "Shoppes at Monterey and Kanner Replat".

PLANNED UNIT DEVELOPMENT AMENDMENT (PUD)
LAND DEVELOPMENT CODE (LDC)
SECTION 11.01.10

The submitted Planned Unit Development Major Amendment petition has been reviewed and outlined in the Land Development Code, *Section 11.01.10.B.1.* to a previously adopted planned unit development zoning ordinance, including conditions, agreements, covenants, maps, and illustrations shall be processed as if the proposed amendment is a new rezoning application in accordance to Section *11.01.09.G.1. and 2.*

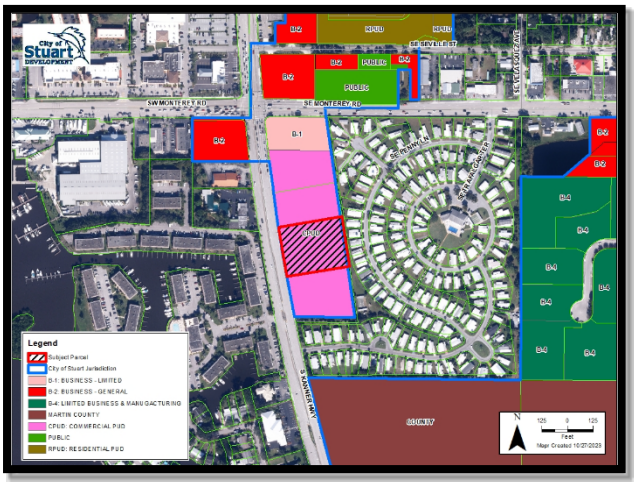
At the public hearing, the Advisory Board shall hear from all interested parties regarding whether the rezoning application complies with the requirements of this Code and the Comprehensive Plan. The Advisory Board shall consider the application, written comments of each responding department, consultant, and agency as well as the compliance recommendation of the development department.

In formulating its recommendation to the City Commission, the Advisory Board shall consider the following criteria:

a. The existing land use pattern;

The proposed amendment is consistent with the existing land use pattern. The request seeks to amend the existing Commercial Planned Unit Master Development Plan Lot 3 to construct a 13,126 square foot, one-story free-standing emergency room with an ambulance and patient loading zone. The property is zoned Commercial Planned Unit Development (CPUD) with a Future Land Use Designation of Commercial.

Existing Zoning Map



b. The possible creation of an isolated district unrelated to adjacent and nearby districts;

The proposed zoning change would not create an isolated land use classification for nearby and adjacent districts. This was approved as a CPUD in 2014 and revised in 2016 which created a four-lot subdivision, and the allowable uses included a Professional office, including medical.

c. The population density pattern of the area and possible increase overtaxing of the load on public facilities such as schools, utilities, and streets;

The intended use of the subject property is not anticipated to increase the overtaxing of the load on public facilities, such as schools, utilities, and streets.

d. The possible overloading of the city's sewage collection, treatment, and disposal facilities;

The type and intensity of the proposed development are not anticipated to overload the City's sewage collection, treatment, and disposal facilities. The capacity for the infrastructure was anticipated and permitted as part of the overall site work for all four lots before any development.

e. The possible overloading of the city's drainage system;

The proposed development is not anticipated to overload the City's drainage system. The approved CPUD plan for the site will provide for nutrient removal for the vacant portion of the site, water quality, and attenuation within the dry retention pond.

f. The existing district boundaries in relation to existing conditions on the subject property;

The existing boundaries in relation to the existing conditions are consistent with the recorded replat of the property in 2016.

g. The existence of changed or changing conditions that make the passage of the proposed rezoning necessary or appropriate;

The intersection of S.R. 76 and S.E. Monterey Road are aerial roads within the City of Stuart and Martin County's jurisdiction and are suitable for commercial, office, and retail types of development, specifically for this approved CPUD.

h. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;

The type and intensity of the major amendment to the existing CPUD would not create an adverse impact on the adjacent neighborhoods. The existing site is buffed from the nearby neighborhood to the south and west with a continuous wall along the property for all four lots, and landscaping and recreation preserve.

i. The impact of the proposed rezoning upon the flow of light and air to adjacent areas;

The impact of the proposed rezoning would not create an adverse impact upon the flow of light and air to adjacent areas due to the conditions to be adhered to within the approved CPUD.

j. The impact of the proposed rezoning upon property values in the adjacent area;

A Major Amendment to the CPUD would likely increase the property value in the adjacent area by allowing commercial use which typically increases property taxes for developed land.

k. The impact of the proposed rezoning upon improvements or development of adjacent property in accordance with the existing regulations; and

The major amendment to the CPUD would not impact adjacent properties to improve or develop under the existing regulations.

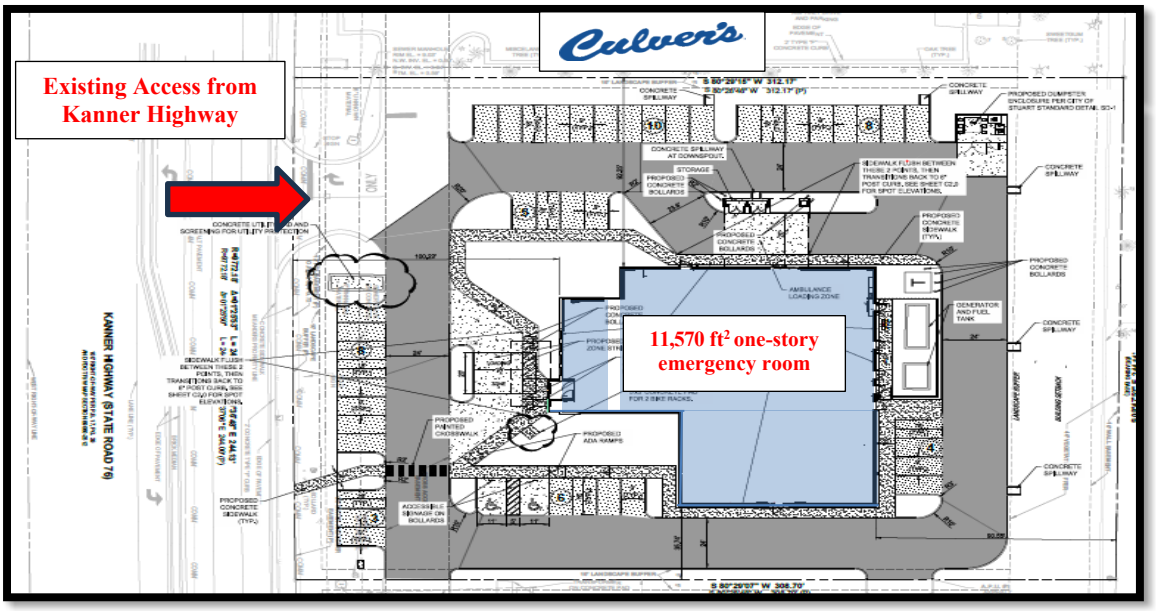
The proposed project consists of an 11,570 square-foot Free Standing Emergency Room (FSER), with one (1) ambulance loading zone and forty-three (43) parking spaces. The FSER building provides enhanced architectural features and complies with the City's architectural standards by providing an arcade, sculptured artwork, overhangs, display windows, decorative light fixtures, and planters with seating. The development provides interconnectivity by utilizing the existing frontage road and providing a parking lot cross-access connection to Waters Edge Dermatology. A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway. The development complies with the City's landscape standards by providing dozens of new shade trees and thousands of new shrubs to the Property. The landscape buffers have been designed to enhance and complement the existing landscape palate established within the previously developed lots.

The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S. Kanner Highway. The access road has an existing Right-In/Right-Out (RIRO) access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points to S Kanner Highway.

The development provides interconnectivity by utilizing the existing frontage road and providing a parking lot cross-access connection to Waters Edge Dermatology (Lot 4). A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway.

The proposed site plan layout with the location of the building is outlined in blue as depicted in ***Exhibit "A".***

Exhibit "A" Proposed Site Plan Layout



l. The existence of other adequate sites in the city of the proposed use in districts permitting such use.

The goal of the proposed amendment is to allow for uses that are in demand.

C. Public Notification – Local Planning Agency & City Commission

On November 20, 2023, the applicant provided notification letters to 334 owners of property located within 300 feet of the proposed petition. One (1) public notification sign detailing the Local Planning Agency *(LPA)* and City Commission Public Hearing was posted on the premises.

D. Development Reviews

The following review comments must be addressed during the site permit review.

City of Stuart Building Department:

The Building Department has reviewed and conceptually approved the Major Amendment to the Commercial Planned Unit Development.

- All plans shall comply with the Florida Building Code *(FBC)* and Florida Fire Protection Code *(FFPC)* in effect at the time permit application*(s)* are submitted.
- Plans shall also be submitted as one PDF file.
- Separate permits shall be required for the site, building, dumpster enclosures, fire line, fire sprinkler, fire alarm, kitchen hood, and suppression systems.
- The applicant shall schedule a pre-construction meeting prior to the issuance of building permits.

City of Stuart Fire Rescue:

The City of Stuart Fire Rescue has reviewed and conceptually approved the Major Amendment to the Commercial Planned Unit Development application. The following comment(s) must be addressed before the issuance of a site permit:

- Fire auto turn is not approved as submitted, the truck depicts not clearing curbs and parking spot lines should not cross into them. The construction site permit will require the applicant to submit a revised fire truck auto-turn.
- FDC to fire hydrant distance cannot exceed 100 feet.

City of Stuart Public Works - Utilities:

The Public Works Department has reviewed the Major Urban Code Conditional Use and Major Development Plan applications and is awaiting the resubmittal of a revised utility plan. Before any issuance of a site permit, all outstanding utility comments must be reviewed and approved by the Public Works Department.

City of Stuart Police Department:

Before the issuance of a site permit, the City of Stuart Police Department must review and approve a signed and sealed photometric plan.

CAPTEC Engineering:

The applicant is responsible for obtaining all State, Federal, and local permits that may be required as part of this project such as a South Florida Water Management District.

The City of Stuart Public Works, Utilities, and Fire Departments should review the Plan for water, sewer, dumpster, fire hydrant, fire lane, utility separation requirements, and accessibility.

CAPTEC performed this review for the City of Stuart to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the applicant.

Environmental Review:

The City of Stuart Development Department has reviewed the application for environmental impacts and has found the application*(s)* to comply with the Land Development Code, Comprehensive Plan, and Code ordinances. The property is currently vacant and contains minimal existing vegetation. The city will require proof of an updated completed gopher tortoise survey by a licensed agent. Per Florida Wildlife Commission (FWC) regulations, a gopher tortoise survey is only good for 90 days, and any clearing must have a valid survey before commencement. The City will not authorize or issue any permits without a current gopher tortoise survey, and a tree survey showing all native trees 4" or bigger on site.

Traffic Review:

According to the Traffic Impact Statement prepared by Kelly Farabee, P.E. dated October 21, 2022, the proposed project is expected to generate fewer than 20 trips in a given peak hour of traffic. The project traffic is less than the City's threshold for requiring a traffic study per LDC Section 4.05.02., therefore, no further analysis is required.

E. Staff Recommendation

The staff has reviewed the petition for a Major Amendment to the Commercial Planned Unit Development and concurrent site plan and recommends the City's Local Planning Agency (LPA) forward a recommendation for approval to the City Commission to allow for an 11,570 ft^2 one-story, freestanding emergency room with an ambulance and patient loading zone, which associated site improvements.

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date:
07-21-2022	

SITE INFORMATION

Project Name: HCA Florida St. Lucie Hospital - Stuart FSER (Free Standing Emergency Room)	Parcel ID#: 16-38-41-016-000-00030-0
Site Address: 2551 South Kanner Highway	
Subdivision: Shoppes at Monterey and Kanner Replat	Lot(s): 3
Site Acreage: 1.74	Flood Zone/Base Flood Elevation: X - N/A' NAVD
Existing Zoning District / CRA Subdistrict (if applicable): C-PUD	
Proposed Zoning District / CRA Subdistrict (if applicable): N/A	
Current Comprehensive Plan Future Land Use Designation: Commercial	
Proposed Comprehensive Plan Future Land Use Designation: N/A	
Existing Land Use: Commercial	Proposed Land Use: N/A
Proposed Square Footage (if applicable): 10,890	Proposed Density (if applicable): N/A

PETITIONER INFORMATION

Property Owner: HCA Health Services of Florida, Inc.	Phone Number / Email Address: 615.344.5962 / nick.paul@hcahealthcare.com
Property Owner's Mailing Address: One Park Plaza, Nashville, TN 37203	
Applicant (if not Owner): Robert S. Raynes, Esq. (Gunster Law Firm)	Phone Number / Email Address: 772-288-1980 / rraynes@gunster.com
Applicant's Mailing Address: 800 S.E. Monterey Commons Blvd., Stuart, FL 34996	
Agent/Contact Person: Robert S. Raynes, Esq. (Gunster Law Firm)	Phone Number / Email Address: 772-288-1980 / rraynes@gunster.com
Agent's Mailing Address: 800 S.E. Monterey Commons Blvd., Stuart, FL 34996	
Architect: GA Studio	Engineer: Fulmer Lucas Engineering (FLE)
Planner: Josh Long, AICP (Gunster Law Firm)	Landscape Architect: Gamble Design Collaborative

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.

Who, being by me first duly sworn, on oath deposed and says:

1. That **HCA Health Services of Florida, Inc.** is the fee simple title owner of the property described in the attached Legal Description.
2. That he~~she~~ is requesting approval of a CPUD Amendment in the City of Stuart, FL.
3. That he~~she~~ has appointed Robert S. Raynes, Esq. to act as an authorized agent on his~~her~~ behalf to accomplish the above project.

Name of Owner: HCA Health Services of Florida. Inc.

Nicholas L. Paul

Signature of Owner: | By: Name/Title

One Park Plaza | Vice President of HCA Health Services of Florida, Inc.

Street Address | City, State, Zip Code

N/A | Nashville, TN 37203

P.O. Box | City, State, Zip Code

615.344.5962 |

Telephone Number | Fax Number

nick.paul@hcahealthcare.com

Email Address:

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Sworn and subscribed before me by means of ☑ physical presence or ☐ online notarization, this

13 day of September, 2022 By Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.

Personally Known OR Produced Identification

Type of Identification Produced:

Anne-Marie Gebel Notary Public

ANNE MARIE GEBEL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission expires:

1/7/25

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Nicholas L Paul	City/State/Zip Code: Nashville, TN 37203
Title: Vice President	Telephone Number: 615.344.5962
Company: HCA Health Services of Florida, Inc.	Facsimile Number: N/A
Company Address: 1100 Dr. Martin Luther King Jr. Blvd., Suite 500	Email Address (optional): nick.paul@hcahealthcare.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 13 day of September, 2022.

By: Nicholas L. Paul

Signature of Property Owner - **Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.**

Application Requirements

Fees:

- (•) Major PUD Amendment - $3,195.00; or
- ( ) Minor PUD Amendment: $2,130.00; or
- ( ) PUD Agreement Amendment (text change only): $1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:
(a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
(b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Angela Fisher, not in my individual capacity, but solely in my capacity as Secretary and Treasurer of DLD Management Corp., a Florida corporation, as General Partner of DLD Family LLLP, a Florida limited liability limited partnership, as sole Member of DLD Properties III, LLC, a Florida limited liability company (the "Owner"), as record title owner of Lot #1 within the CPUD created by City of Stuart Ordinance 2297-2014, as amended (collectively, the "CPUD"), have no objection and hereby authorize HCA Health Services of Florida Inc. ("HCA") to pursue an additional amendment to the CPUD in substantially the form attached hereto and made a part hereof as **Exhibit "A"** (the "CPUD Amendment") for the purpose of:

1) incorporating the following language, or substantially similar language into the CPUD, and eliminating the need for a Property Owners Association,

   After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

   a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,
   b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,
   c. Landscape strips straddling lot lines of lots 2, 3, and 4,
   d. Entrance aprons from S.E. Kanner Hwy and
   e. The north-south connecting drive aisle extending through lots 2, 3, and 4.

   And;

2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003).

This statement of no objection and authorization shall terminate upon the approval of the CPUD Amendment in substantially the form attached hereto and made a part hereof as **Exhibit "A"**.

[INTENTIONALLY LEFT THE REST OF THIS PAGE BLANK]

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this ___ day of October, 2023.

WITNESSES:

Anthony Lucas
Print: Anthony Lucas

Lulu Negron
Print: Lulu Negron

OWNER:

DLD Properties III, LLC,
a Florida limited liability company

By: DLD Family LLLP,
a Florida limited liability limited partnership,
its sole Member

By: DLD Management Corp.,
a Florida corporation,
its general partner

By: Angela Fisher
Name: Angela Fisher
Title: Secretary and Treasurer

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2023, by Angela Fisher, not in her individual capacity, but solely in her capacity as Secretary and Treasurer of DLD Management Corp., a Florida corporation, as General Partner of DLD Family LLLP, a Florida limited liability limited partnership, as sole Member of DLD Properties III, LLC, a Florida limited liability company, on behalf of the limited liability company. She [X] is personally known to me or presented [ ] _____ as identification.

Notary Stamp/Seal:

ANTHONY LUCAS
Notary Public - State of Florida
Commission # HH 403450
My Comm. Expires May 29, 2027
Bonded through National Notary Assn.

Notary Signature: Anthony Lucas
Notary Print: Anthony Lucas
Notary Public, State of Florida
Commission No.: HH 403450
My Commission Expires: May 29 2027

Exhibit "A"

CPUD Amendment

SEE ATTACHED

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

BEFORE THE CITY COMMISSION CITY OF STUART, FLORIDA

ORDINANCE NUMBER 23XX

AN ORDINANCE OF THE CITY OF STUART, FLORIDA GRANTING A THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on January 27, 2015, the City of Stuart City Commission adopted Ordinance 2297-2014, approving an addition of 1.26-acre parcel into the original 5.98 acres parcel and applying C-PUD Zoning to the Entire 7.24 acres site, dividing the 7.24-acre site into four lots, adopting a master site plan encompassing

the newly established 7.24-acre site, including a full development plan for Lot No.1, consisting of a "Wawa" gas station and convenience store, and a partial development plan for Lots 2, 3, and 4, and recording a declaration to identify maintenance of the site, and all common areas; and

WHEREAS, on June 9, 2015, the City of Stuart City Commission adopted Ordinance Number 2306-2015, granting a Major Amendment to Ordinance No. 2297-2014 thereby approving full development plans for Lot 4 consisting of a 10,224 Square Foot Medical Office Building for Stuart 24 Associates LLC (Water's Edge Dermatology); and

WHEREAS, on November 2, 2016, the City of Stuart City Commission adopted Ordinance Number 2331-2016, granting a second Major Amendment to ordinance No. 2297-2014 thereby providing for the reconfiguration of Lots 2 & 3, specifically decreasing Lot 2 from 1.63 acres to 1.22 acres and increasing Lot 3 from 1.33 acres to 1.74 acres; and approving a master development plan for Lot 2 consisting of a 4,442 square foot Culver's Butter Burger & Frozen Custard Drive-Thru and Sit Down restaurant; and

WHEREAS, on November 7, 2016, a Replat was recorded regarding the Property, known as the "Shoppes at Monterey and Kanner Replat" which is recorded in Martin County Plat Book 17, Page 39, and consists of Sheets 1 and 2 of 2; and

WHEREAS, on October 17, 2022, an application was submitted to the city for a third Major Amendment to ordinance No. 2297-2014, proposing a master development plan for Lot 3 consisting of an 11,570 square foot Free Standing Emergency Room; and

WHEREAS the Local Planning Agency Board held a properly noticed hearing at a regularly scheduled meeting on _____, to consider the Applicant's request and recommended approval of the subject petition to the City Commission; and

WHEREAS the City Commission held a properly noticed hearing at a regularly scheduled City

Commission to consider the application by HCA Health Services of Florida, Inc. (the "Applicant") for the 1.74-acre parcel of land that is Lot 3 of the CPUD; and

WHEREAS, the City of Stuart has determined the need to provide a third Major Amendment to ordinance No. 2297-2014 to amend the CPUD to eliminate the need for a Property Owners Association ("POA"), and to eliminate a discrepancy between the CPUD, and the Declaration recorded with Ordinance no. 2297-2014; and

WHEREAS, the City Commission, has considered the Applicant's voluntary request for Master Development Plan, and the CPUD Amendment for the Lot 3 site plan, elimination of the requirement for a POA, and other conflicts identified between the CPUD, and the Declaration included in Ordinance No. 2297-2014; and

WHEREAS, the City Commission has also considered the recommendation of City staff as to the above matters; and

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 Lot 3 site plan; 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 CPUD property is legally described in **"Exhibit A"** of this ordinance (the "CPUD Property"). A location map depicting the CPUD property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS the Lot 3 property is legally described in **"Exhibit C"** of this ordinance; and

WHEREAS a map depicting the Lot 3 property is attached hereto as **Exhibit "D"** and made a part hereof by reference; and

WHEREAS the proposed final version of the Development Conditions and Revised CPUD (as set forth in **Exhibit "E"** attached hereto), reflecting the removal of all POA-referencing language, and other changes to create consistency, is attached hereto as **Exhibit "E"**.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: 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 "E,"** hereinafter the "Development Documents," shall pertain to Lot 3, deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **[Development Documents to be approved for HCA FSER shall be listed Here]**
b. **[Ditto]**
c. **[Ditto]**
d. **Etc.**

SECTION 3: This ordinance becomes effective upon adoption and acceptance by all of the owners of the CPUD Property.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: 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 7: Following the adoption and acceptance of this ordinance by all of the owners of the CPUD Property, and in addition to any other action for failure of the Applicant to comply with the Development Documents for Lot 3, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged noncompliance. At the hearing before the City Commission, the Applicant may appear and may contest the allegation of noncompliance or explain the reason or reasons for the noncompliance. Upon a finding of material noncompliance with the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following solely with respect to Lot 3:

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the CPUD Property or any portion of the CPUD Property.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the owners of Lots 1, 2, 3, and 4 within their respective lot in the CPUD Property, shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law, and each lot owner within the CPUD Property shall be responsible for its respective lot's compliance severally. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 8: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by all of the owners within the CPUD Property.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 10: Upon complete execution of this Ordinance, the City Clerk is directed to record this Ordinance in the Public Records of Martin County, Florida.

Passed on first reading the _____ day of _____, 2023.

Commissioner_____offered the foregoing Ordinance and moved for its adoption.

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

Commissioner_____offered the foregoing Resolution and moved for its adoption.

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

TROY MCDONALD, MAYOR BECKY BRUNER,
VICE MAYOR EULA R. CLARKE,
COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this_____day of_____2023.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
TROY MCDONALD
CITY MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

_____
PAUL NICOLETTI, ESQ.
INTERIM CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____day of_____, 2023 Troy McDonald, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____as identification.

(Notary Seal)

_____
Signature of Notary Public

Printed Name: _____

My Commission Expires:_____

EXHIBIT A – CPUD LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

EXHIBIT "A"

EXHIBIT B – CPUD LOCATION MAP

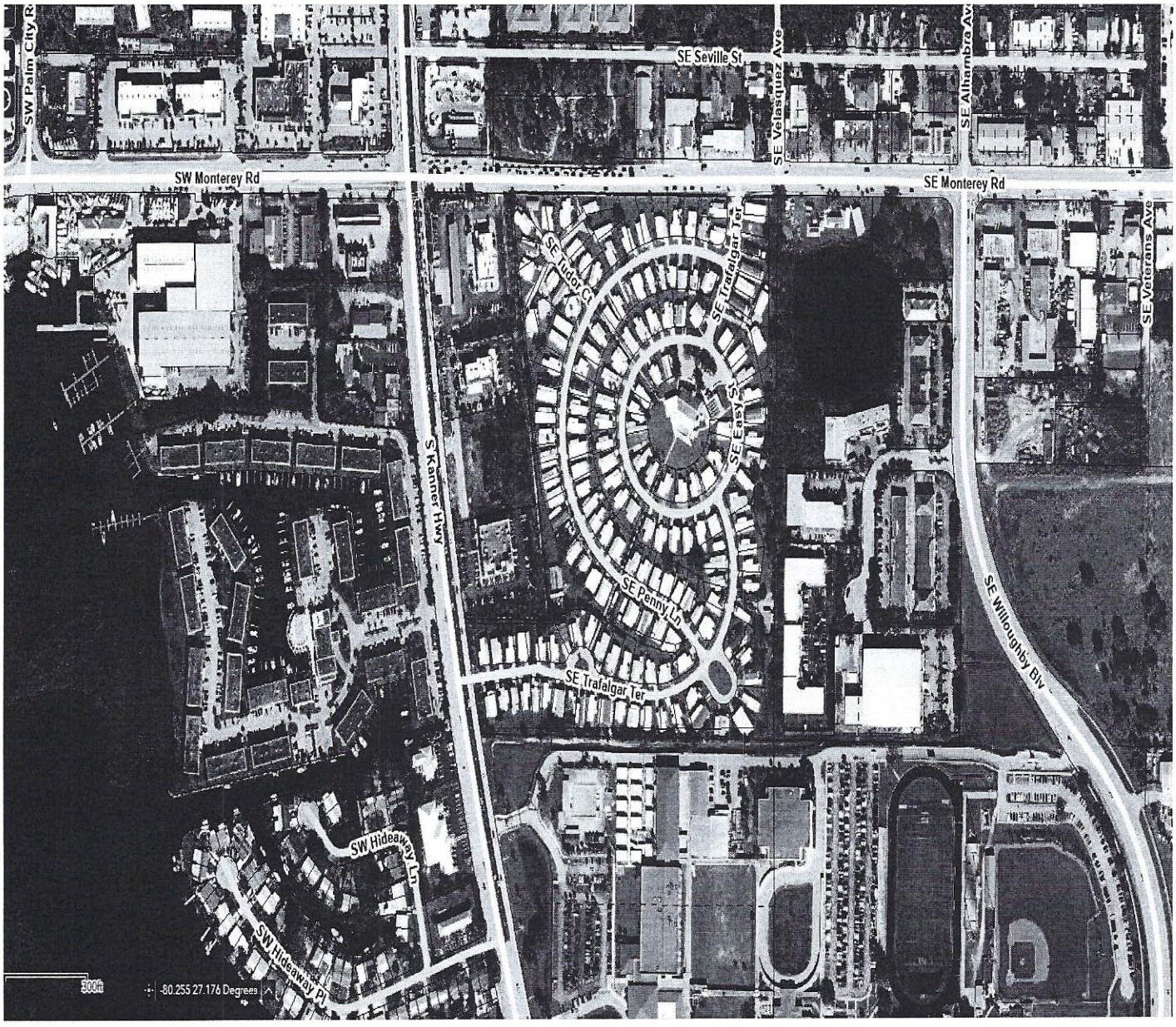


EXHIBIT C – LOT 3 LEGAL DESCRIPTION

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLOIRIDA.

EXHIBIT D – LOT 3 LOCATION MAP

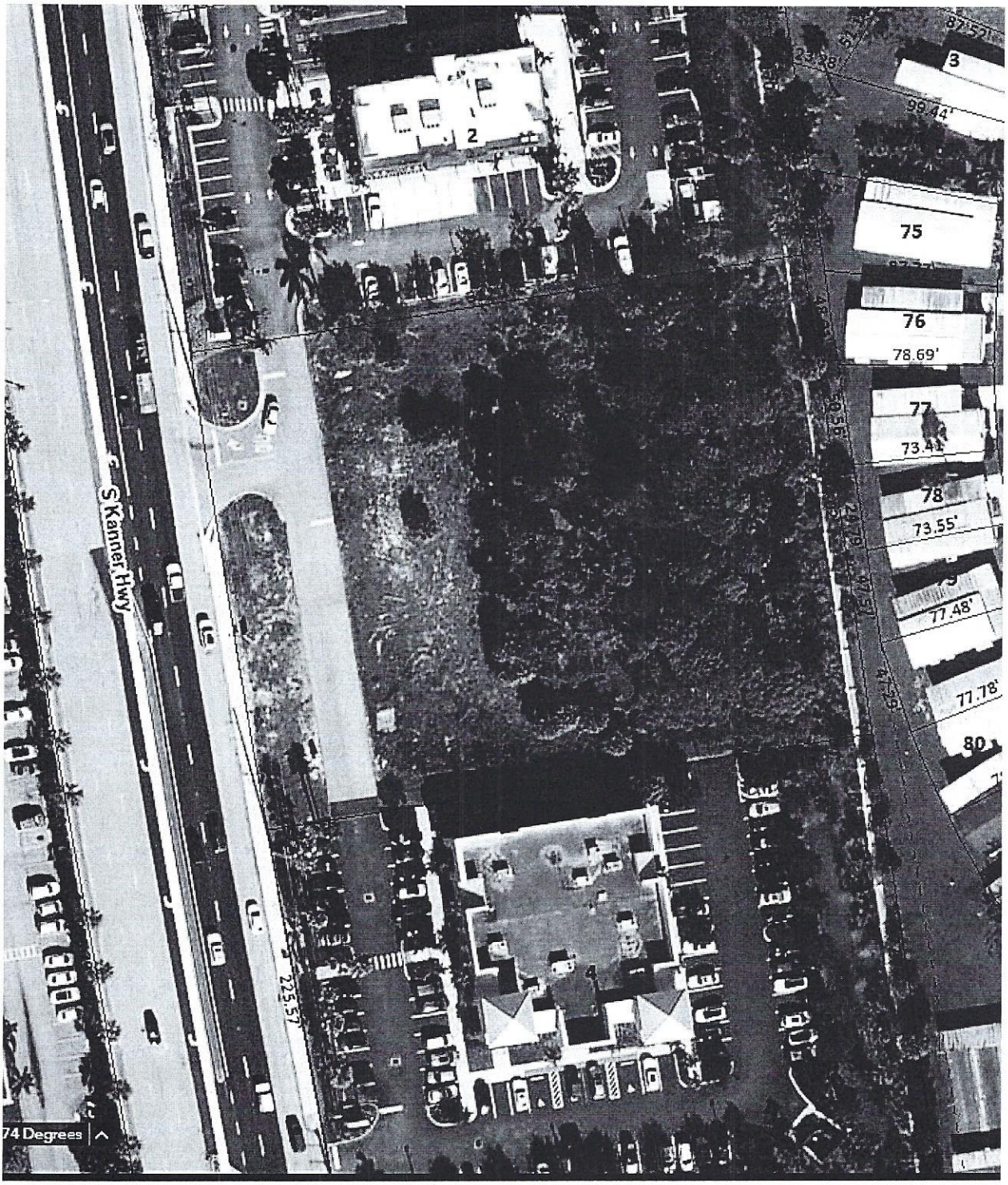


EXHIBIT E – DEVELOPMENT CONDITIONS, AND REVISED CPUD

The following conditions fall into three (3) categories:

1. **(New Condition)** New language added to the CPUD.
2. **(Restated Condition)** Conditions in the original CPUD, or subsequent amendments, which continue to apply to the CPUD without a change in language.
3. **(Amended Condition)** Variation from language contained in the original CPUD, or any amendments to the CPUD.

Approved Plans and Documents

(New Condition) The HCA Free Standing Emergency Room ("FSER") project and use thereof shall comply with the following plans and documents:

a. **[Development Documents to be approved for HCA FSER shall be listed Here]**
b. **[Ditto]**
c. **[Ditto]**
d. **Etc.**

General Conditions

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan 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, 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.

2. **(Amended Condition)** Development of the Subject Property as a CPUD shall not exceed an impervious area of not more than sixty-five percent (65%) for ~~Lots 3, and~~ Lot 4. The Wawa gas station and convenience store on Lot 1 shall not exceed an impervious area of not more than sixty-seven percent (67%). The Culver's ButterBurger and frozen custard building on Lot 2 shall not exceed an impervious area of not more than (70%). The Free-Standing Emergency Room on Lot 3 shall not exceed an impervious area of not more than (70%).

3. **(Restated Condition)** The maximum building height within the CPUD shall be 45 feet. 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. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in

the calculation of building height.

Landscaping

4. **(Restated Condition)** All landscape areas shall be provided with an irrigation system of sufficient
capacity to maintain the landscaping in a healthy growing condition.

5. **(Restated Condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru free for landscape consulting fees not to exceed $1,500.00.

6. **(Restated Condition)** A Landscape maintenance 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

7. **(Restated Condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

8. **(Amended Condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetative area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lot 1, the location of the native vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Shts. 1&2 of 2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 shall comply with Sht. 4 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sht. ___ by _____, Landscape Architect, dated _____.

9. **(Amended Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/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." Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016;

Lot 3 shall comply with Sht. ____ by _____, Landscape Architect, dated _____.

10. **(Amended Condition)** A Preserve area maintenance plan, executed in accordance with the Land development regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15 and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sht. ____ by _____, Landscape Architect, dated _____.

Tree Mitigation

11. **(Amended Condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

Lot #1	Lot #2	Lot #3	~~Lot #4~~
Slash Pine = $9,112.50	Slash Pine = $9,112.50	Slash Pine = $9,112.50	~~Slash Pine = $9,112.50~~
Highrise Oak = $8,075	Highrise Oak = $8,075	Highrise Oak = $8,075	~~Highrise Oak = $8,075~~
Total = $17,187.50	Total = $17,187.50	Total = $17,187.50	~~Total = $ 17,187.50~~

Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Prior to Issuance of Site Permits

12. **(Restated Condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.

13. **(Restated Condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

14. **(Restated Condition)** Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

15. **(Restated Condition)** 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 issuance of a site permit.

16. **(Restated Condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

17. **(Restated Condition)** "Hat racking" of trees is prohibited on the property.

18. **(Restated Condition)** All on-site utilities must be buried except for the existing FPL transmission line.

19. **(Restated Condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.

20. **(Amended Condition)** The developer of ~~Culver's of Stuart 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.~~ of the Free-Standing Emergency Room, HCA Health Services of Florida, Inc., must pay the applicable water and sewer availability fee, for development of Lot 3, in accordance with chapter 42 of the city's code.

21. **(Restated Condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.

22. **(Restated Condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 pm to 3:00 pm on weekdays.

23. **(Restated Condition)** All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.

24. **(Restated Condition)** Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

25. **(Restated Condition)** 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.

26. **(Restated Condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting for Lot 4 shall comply with Photometric Plan and Details prepared by LCA Architecture, Inc., dated 01.15.2015. Site lighting for Lot 2 shall comply with Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16. Site lighting for Lot 3 shall comply with _____

27. **(Restated Condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

28. **(Restated Condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

29. **(Restated Condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.

30. **(Restated Condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.

31. **(Restated Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/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." The proposed dry retention of lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 3 shall

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32. **(Amended Condition)** In the event of any conflict in the provisions of Exhibit ~~'C'~~ 'E' Development Conditions and the Revised CPUD, and attached exhibits, this Exhibit ~~'C'~~ 'E' shall prevail. Notwithstanding any other conditions, each lot owner within the CPUD Property shall responsible for compliance of its respective lot within the CPUD Property with Ordinance 2297-2014, as amended.

33. **(Restated Condition)** Prior to certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site storm water system as well as the entire CPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots 3 & 4

34. **(Amended Condition)** The developer may grade into ~~20%~~ 100% of the re-created native vegetation area in order to meet stormwater needs for remaining lot 3. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on

the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

35. **(Restated Condition)** Parking areas shall be interconnected throughout the CPUD.

36. **(Restated Condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.

37. **(Restated Condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.

38. **(Amended Condition)** No trailers, pre-fabricated, or modular structures shall be permitted except on a temporary basis ~~to assist in development and with rentals and sales of realty~~ within the CPUD, unless approved and deemed accepted by the State of Florida. ~~Such~~ tTrailers shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer accordingly shall be deemed a violation of the City Code.

39. **(Restated Condition)** Subject to the provisions of the LDR, the developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended Condition)** Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT Lot 1	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Jan 30, 2015**
Final Certificate of Occupancy for all site and building improvements	**June 30, 2016**

TIMETABLE OF DEVELOPMENT Lot 4 Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Jan 30, 2018**
Final Certificate of Occupancy for all site and building improvements	**June 30, 2019**

TIMETABLE OF DEVELOPMENT Lot 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and	**Dec. 30, 2016**

standards.	
Final Certificate of Occupancy for all site and building improvements	**Dec. 30, 2017**

TIMETABLE OF DEVELOPMENT Lot 3 Applicant's Free-Standing Emergency Room Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**(Dates will be added By City of Stuart)**
Final Certificate of Occupancy for all site and building improvements	**(Dates will be added By City of Stuart)**

Allowable Uses

41. **(Restated Condition)** The following uses shall be permitted considering Sec. 601.13. Off-street parking schedule of the City's Land Development Code – as the standard for required off-street parking.
    a. Gas station and convenience store
    b. Professional office, including medical
    c. Retail
    d. Restaurant
    e. Restaurant with fast food drive-thru (see condition 50 below)

Prohibited

42. **(Amended Condition)** No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers, unless approved and deemed accepted by the State of Florida.

43. **(Restated Condition)** Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.

44. **(Restated Condition)** Billboards are prohibited on the property.

45. **(Restated Condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

46. **(Restated Condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.

47. **(Restated Condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
    a. The Development Director approves the P.A. system
    b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
    c. A feature known as Automatic Volume Control or "AVC" is used to reduce the

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Theodore A. Schiff , as authorized representative of T&R Associates, LLC, the manager for Stuart 24 Associates, LLC, a Florida limited liability company, record title owner of Lot # 4 within the CPUD created by City of Stuart Ordinance 2297-2014 (the "CPUD"), have no objection and hereby authorizes HCA Health Services of Florida Inc. ("HCA") to pursue a Third Major amendment to the CPUD which is limited to:

1) incorporating the following language, or substantially similar language into the C-PUD, eliminating the need for a Property Owners Association,

   After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

   a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,
   b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,
   c. Landscape strips straddling lot lines of lots 2, 3, and 4,
   d. Entrance aprons from S.E. Kanner Hwy and
   e. The north-south connecting drive aisle extending through lots 2, 3, and 4;

2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003);

3) within Amended Condition 2 of Exhibit "E", the amended CPUD shall include an impervious area of sixty-five percent (65%) for lot 4; and

4) within Section 7 the amended CPUD and Amended Condition 32 of Exhibit E, the amended CPUD shall provide that each lot owner within the CPUD property shall be responsible for its respective lot's compliance, severally.

This statement of no objection and authorization is contingent upon the Owners or Authorized Representatives of lots 1 and 2 signing similar statements of authorization. This statement of no objection and authorization as to lot 4 shall terminate upon the approval of the Third Major amendment to the CPUD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this 27 day of October, 2023.

Signed, sealed and delivered in our presence:

OWNER:

Stuart 24 Associates, LLC
a Florida limited liability company
By Its Manager, T&R Associates, LLC
a Wyoming Limited liability company
By Its Manager, RIS Associates, LLC, a Wyoming limited liability company

_____ By: _____
Thedore A. Schiff President and Authorized Signer

Salvador Novoa (print name)

_____

Vilma Novoa (print name)

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Palm Beach **)**

The foregoing instrument was acknowledged before me by Theodore A. Schiff by means of [X] physical presence, or [] online notarization, who is [X] personally known to me or [] who has produced _____, on October 27, 2023.

WITNESS my hand and notarial seal.

(SEAL)

VIVIAN CHAVEZ
Notary Public - State of Florida
Commission # HH 416658
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

_____
Notary Public
Vivian Chavez
Print Name of Notary
My Commission Expires: 10/5/2027

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Theodore A. Schiff , as authorized representative of T&R Associates, LLC, the manager for Stuart 24 Associates, LLC, a Florida limited liability company, record title owner of Lot # 4 within the CPUD created by City of Stuart Ordinance 2297-2014 (the "CPUD"), have no objection and hereby authorizes HCA Health Services of Florida Inc. ("HCA") to pursue a Third Major amendment to the CPUD which is limited to:

1) incorporating the following language, or substantially similar language into the C-PUD, eliminating the need for a Property Owners Association,

   After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

   a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,
   b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,
   c. Landscape strips straddling lot lines of lots 2, 3, and 4,
   d. Entrance aprons from S.E. Kanner Hwy and
   e. The north-south connecting drive aisle extending through lots 2, 3, and 4;

2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003);

3) within Amended Condition 2 of Exhibit "E", the amended CPUD shall include an impervious area of sixty-five percent (65%) for lot 4; and

4) within Section 7 the amended CPUD and Amended Condition 32 of Exhibit E, the amended CPUD shall provide that each lot owner within the CPUD property shall be responsible for its respective lot's compliance, severally.

This statement of no objection and authorization is contingent upon the Owners or Authorized Representatives of lots 1 and 2 signing similar statements of authorization. This statement of no objection and authorization as to lot 4 shall terminate upon the approval of the Third Major amendment to the CPUD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this 27 day of October, 2023.

Signed, sealed and delivered in our presence:

OWNER:

Stuart 24 Associates, LLC
a Florida limited liability company
By Its Manager, T&R Associates, LLC
a Wyoming Limited liability company
By Its Manager, RIS Associates, LLC, a Wyoming limited liability company

_____ By: _____
Thedore A. Schiff President and Authorized Signer

Salvador Novoa (print name)

_____

Vilma Novoa (print name)

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Palm Beach **)**

The foregoing instrument was acknowledged before me by Theodore A. Schiff by means of [X] physical presence, or [] online notarization, who is [X] personally known to me or [] who has produced _____, on October 27, 2023.

WITNESS my hand and notarial seal.

(SEAL)

VIVIAN CHAVEZ
Notary Public - State of Florida
Commission # HH 416658
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

_____
Notary Public
Vivian Chavez
Print Name of Notary
My Commission Expires: 10/5/2027

Recorded in Martin County, FL 9/27/2022 9:25 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $18.50
CFN#2982391 BK 3337 PG 2787 PAGE 1 of 2

THIS DOCUMENT PREPARED BY

Andrew P. Gulotta, Esq.
HCA Healthcare, Inc.
1100 Dr. Martin L. King, Jr. Blvd., Suite 500
Nashville, TN 37203

AFTER RECORDING RETURN TO:

First American Title Insurance Company – NCS
Attn.: Rita Bost
2095 Exeter Road, Suite 80-345
Germantown, TN 38138

Parcel Identification Number:
16-38-41-016-000-00030-0

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is made effective as of Sept 16th, 2022, by **16 KANNER, LLC**, a Florida limited liability company ("***Grantor***"), whose mailing address is 15651 SW Palm Way, Indiantown, FL 34956, to **HCA HEALTH SERVICES OF FLORIDA, INC.**, a Florida corporation ("***Grantee***"), whose mailing address c/o HCA Healthcare, Inc., One Park Plaza, Nashville, TN 37203.

Grantor, for and in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, and sell unto Grantee that real property situated in Martin County, Florida, being more particularly described as follows:

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

To have and to hold such real property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, in fee simple forever.

Grantor covenants that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and Grantor fully warrants title to said real property and will defend the same against the lawful claims of all persons whomsoever, subject to real estate taxes for 2022 and subsequent years which are not yet due or payable.

Note to Recorder: This Corrective Warranty Deed is being recorded to revise an erroneous book and page reference in the legal description in General Warranty Deed recorded January 13, 2022 in Book 3285, Page 2946, Martin County Records, upon which documentary stamp taxes were paid, so no additional documentary stamps are due with the recording of this Corrective Warranty Deed.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

SIGNATURE PAGE TO CORRECTIVE WARRANTY DEED

Grantor has executed these presents in manner and form sufficient to bind Grantor as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature of Witness

Eric Frey
Printed Name of Witness

Signature of Witness

Breeanna Duncan
Printed Name of Witness

GRANTOR:

16 KANNER, LLC,
a Florida limited liability company

By: _____
Kevin Collette, Authorized Member

STATE OF FLORIDA)
)
COUNTY OF ~~MARTIN~~ Palm Beach)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [___] online notarization, this 16 day of ~~August~~ September, 2022 by Kevin Collette, the Authorized Member of 16 Kanner, LLC, a Florida limited liability company, who [___] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public: _____
Printed Name: Ronnie Potter
My Commission Expires: 03/31/26

RONNIE POTTER
Notary Public - State of Florida
Commission # HH 247445
My Comm. Expires Mar 31, 2026

INCUMBENCY CERTIFICATE
HCA HEALTH SERVICES OF FLORIDA, INC.

The undersigned, being the Vice President and Secretary of **HCA HEALTH SERVICES OF FLORIDA, INC.**, a Florida corporation (the "Company"), does hereby certify that the following named persons have been duly elected and are a current officer of the Company holding the office set forth opposite his name below with authority to sign on behalf of said Company:

Name	Office
Nicholas L. Paul	Vice President
Jay Finnegan	Vice President

19th IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this day of September, 2022.

By: _____
John M. Franck II
Vice President and Assistant Secretary

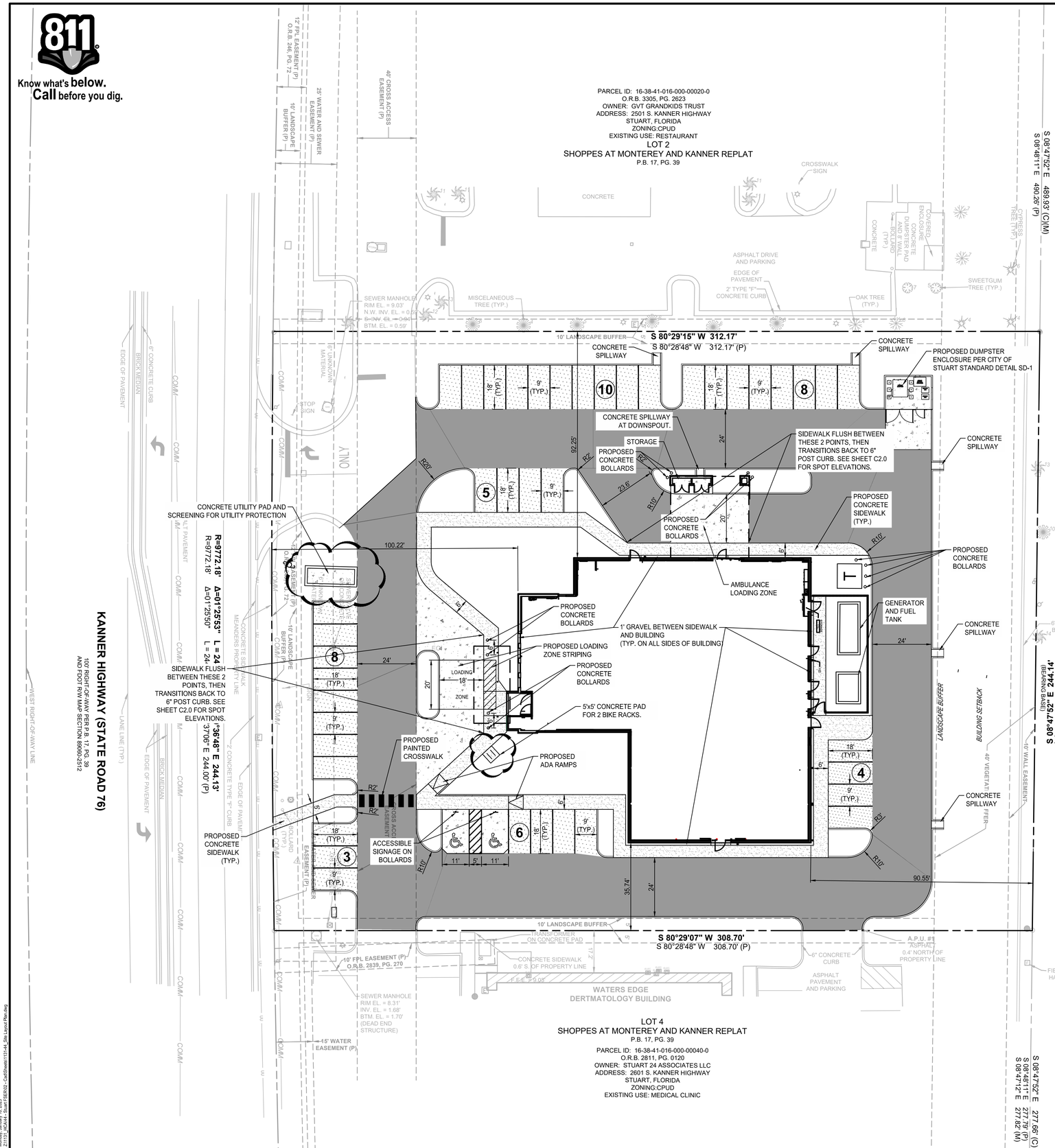
STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledgment before me on this 19th day of September, 2022, by John M. Franck II], with whom I am personally acquainted, and who, upon oath, acknowledged he is the Vice President and Assistant Secretary of HCA Health Services of Florida, Inc., a Florida corporation.

Denine J. Pritchett
Notary Public
My Commission Expires: 11-8-22

DENINE J PRITCHETT
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-08-2022

Know what's below. Call before you dig.



SITE INFORMATION	
ADDRESS	2551 S KANNER HWY STUART, FLORIDA 34994
ZONING	CPUD (COMMERCIAL PLANNED UNIT DEVELOPMENT)
EXISTING USE	VACANT LOT
PLANNED USE	FREE STANDING EMERGENCY ROOM.
FUTURE LAND USE	COMMERCIAL
PROPOSED IMPERVIOUS AREA	45,950 SF (1.05 ACRES)
PROPOSED PERVIOUS AREA	24,855 SF (0.69 ACRES)
PROJECT PARCEL AREA	1.74 ACRES
TOTAL PROJECT AREA	1.55 DISTURBED ACRES
HANDICAPPED ACCESS TO BUILDING	PARALLEL STYLE CURB RAMPS AT <1:48 CROSS SLOPE, <1:20 RUNNING SLOPE. SEE GRADING PLAN, SHEET C2.0.

BUILDING INFORMATION	
BUILDING	11,570 G.S.F.
CANOPY	1,556 S.F.
TOTAL	13,126 G.S.F.

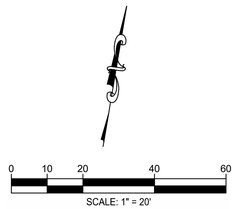
PARKING CALCULATION	
MINIMUM REQUIRED MEDICAL OFFICE: 1/300 SF	~39 STALLS
TOTAL REQUIRED	~39 STALLS
TOTAL PROVIDED	43 STALLS
ADA PROVIDED	2 STALLS
LOADING SPACES PROVIDED	1 AMBULANCE LOADING AND 1 PASSENGER LOADING

NOTES:

1. CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES AND STORM DRAINAGE. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
4. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAYBE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF FINAL PAVEMENT.
5. CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE CLASS "A" (4,000 PSI) UNLESS OTHERWISE NOTED.
6. ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
7. DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
8. ALL CURB TURNOUT, EDGE OF PAVEMENT, AND STRIPING RADII ARE FOUR FEET (4') UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO VERIFY ALL REQUIRED CLEARANCES FROM OVERHEAD POWER LINES PRIOR TO THE START OF CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD OR UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK , THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES MUST BE TAKEN.
11. IN EASEMENTS AND RIGHTS-OF-WAYS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT AS NOTED.
12. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION' ISSUED BY THE U.S. DEPARTMENT OF LABOR.
13. SURPLUS MATERIAL NOT REQUIRED FOR SITE CONSTRUCTION SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AFTER THE OWNER'S APPROVAL AT A PROPERLY PERMITTED LOCATION.
14. FILL MATERIAL REQUIRED SHALL BE BORROWED AT THE CONTRACTOR'S EXPENSE.
15. TRAFFIC CONTROL, IF REQUIRED, SHALL BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
16. IN THE EVENT OF ANY DISCREPANCY AND/OR ERROR FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY REVISION.
17. CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND THE REQUIREMENTS OF THE LOCAL UTILITY COMPANIES.
18. BUILDING CONTROL POINTS, GRADE AND OFFSET STAKES ARE TO BE SET BY THE CONTRACTOR.
19. PROVIDE 24" TAPER ON ENDS OF ALL CURBS THAT TERMINATE.

PAVING LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- SIDEWALK SECTION
- HEAVY DUTY CONCRETE



SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

HUGH ROSS LUCAS
LICENSED
No 83981
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

DR.	DATE	DESCRIPTION
HRL	09/28/2022	CONSTRUCTION DOCUMENTS

SITE LAYOUT PLAN

C1.0

131.44_STUART FSER

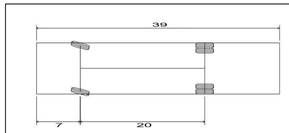
811
Know what's below.
Call before you dig.

PARCEL ID: 16-38-41-016-000-00020-0
O.R.B. 3305, PG. 2623
OWNER: GVT GRANDKIDS TRUST
ADDRESS: 2501 S. KANNER HIGHWAY
STUART, FLORIDA
ZONING:CPUD
EXISTING USE: RESTAURANT

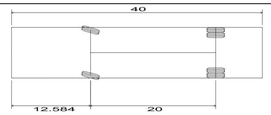
LOT 2
SHOPPES AT MONTEREY AND KANNER REPLAT
P.B. 17, PG. 39

LEGEND

- VEHICLE PATH
- TIRES
- VEHICLE BODY



Aerial Fire Truck	
Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°



City of Stuart Sanitation Truck	
Overall Length	40.000ft
Overall Width	8.042ft
Overall Body Height	12.272ft
Min Body Ground Clearance	0.961ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	27.400ft

S 08°47'52" E 489.93' (C)(M)
S 08°48'11" E 490.26' (P)

CROSSWALK SIGN
CONCRETE
ELECTRIC HAND HOLE (TYP.)
LIGHT POLE (TYP.)
2' TYPE "F" CONCRETE CURB
CONCRETE
COVERED ENCLOSURE
CONCRETE DUMPSTER PAD
KNOX BOX
BOLLARD (TYP.)
TOE OF SLOPE
TOP OF SLOPE
TOP OF SLOPE
OVERHEAD UTILITY LINE (TYP.)

S 80°29'15" W 312.17'
S 80°28'48" W 312.17' (P)

STOP SIGN
FDC LOCATION
FW
T

R=9772.18'
R=9772.18' Δ=01°25'53" L = 244.01'
Δ=01°25'53" L = 244.01' CH= S 09°38'48" E 244.13'
CH= S 09°37'06" E 244.00' (P)

AERIAL FIRE TRUCK
CITY OF STUART SANITATION TRUCK
EXISTING FIRE HYDRANT LOCATION

6" CONCRETE CURB
BRICK MEDIAN
COMM
OHW
6" CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
WATER METER ON CONCRETE
FIBER OPTIC HAND HOLE (TYP.)
BOLLARD (TYP.)
2' TYPE "F" CONCRETE CURB
LANE LINE (TYP.)
WEST RIGHT-OF-WAY LINE
BRICK MEDIAN

KANNER HIGHWAY (STATE ROAD 76)
100' RIGHT-OF-WAY PER P.B. 17, PG. 39
AND FDOT R/W MAP SECTION 89060-2512

139.94'
34.25'
24.00'
33.83'
24.00'
17.2'

S 80°29'07" W 308.70'
S 80°28'48" W 308.70' (P)

TRANSFORMER ON CONCRETE PAD
UG-E
CONCRETE SIDEWALK
0.6' STEP
PROPERTY LINE
ELECTRIC BOXES
IRRIGATION VALVE (TYP.)
6" CONCRETE CURB
FFE 20.00'
WATERS EDGE
DERTMATOLOGY BUILDING
BACKFLOW PREVENTERS (TYP.)
ELECTRIC HAND HOLE (TYP.)
CLEANOUT (TYP.)

LOT 4
SHOPPES AT MONTEREY AND KANNER REPLAT
P.B. 17, PG. 39

PARCEL ID: 16-38-41-016-000-00040-0
O.R.B. 2811, PG. 0120
OWNER: STUART 24 ASSOCIATES LLC
ADDRESS: 2601 S. KANNER HIGHWAY
STUART, FLORIDA
ZONING:CPUD
EXISTING USE: MEDICAL CLINIC

KANNER SETBACK BUFFER
LANDSCAPE BUFFER

6' CONCRETE BLOCK WALL
FIBER OPTIC HAND HOLE (TYP.)

LEISURE VILLAG
MOBILE HOME COMM
O.R.B. 419, PG. 257

PARCEL ID: 16-38-41-010-000-00001-0
DEED NOT APPLICABLE
OWNER: LEISURE VILLAGE INC OF STUART
ADDRESS: 240 SE EASY STREET
STUART, FLORIDA

S 08°48'11" E 244.01' (P)
S 08°47'52" E 244.14'
S 08°47'52" E 275.47'
(BEARING BASE)

S 08°47'52" E 277.68' (C
S 08°48'11" E 277.79' (P)
S 08°47'12" E 277.82' (M)

0 10 20 40 60
SCALE: 1" = 20'

SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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HUGH ROSS LUCAS
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STATE OF FLORIDA
PROFESSIONAL ENGINEER

SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

DR.	DATE	DESCRIPTION
HRL	09/28/2022	CONSTRUCTION DOCUMENTS

AUTO-TURN EXHIBIT

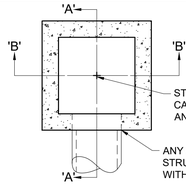
C1.2

1131-44_STUART FSER

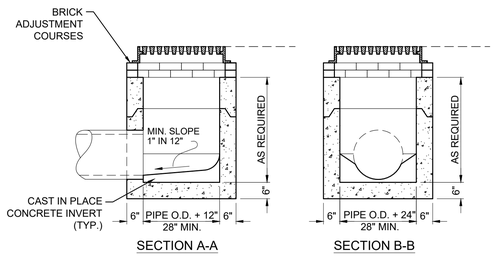
Thursday, November 3, 2022
Drawing: N:\Projects\1131-44 FSER\02 - Civil\Sheets\1131-44_Fire Code Compliance Plan.dwg

NOTES:

1. CONCRETE TO BE 4,000 P.S.I. AT 28 DAYS AND REINFORCED WITH NO. 4, GRAD 60 BARS.
2. PROVIDE ½" THICK LEDGER PLATES WHERE MORE THAN TWO CASTINGS ARE REQUIRED.
3. CASTING EQUAL OF JOHN BOUCHARD 4310 OR NEENAH R-3339-A.



PLAN



PRECAST CATCH BASIN

N.T.S.

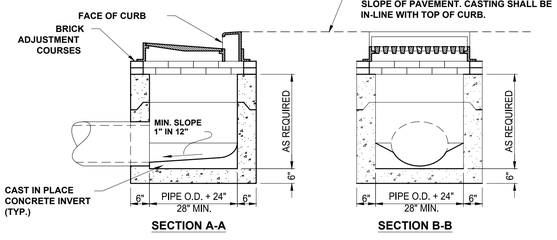
NOTE:

1. PRECAST 4' DIAMETER CIRCULAR SECTION MAY BE USED IN LIEU OF THAT SHOWN FOR PIPE SIZES UP TO 24".

2. CONCRETE TO BE 3,000 P.S.I. AT 28 DAYS AND REINFORCED WITH MIN. OF NO. 4, GRADE 60 4x4 W7 x W7 STEEL FABRIC

3. CASTING EQUAL OF NEENAH R-3246 OR JOHN BOUCHARD 3080.

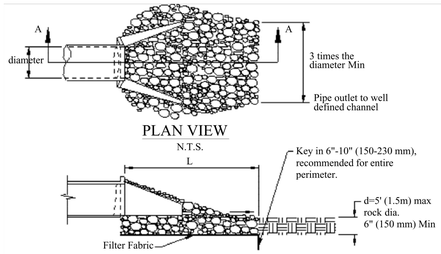
PLAN



SINGLE PRECAST CURB INLET

N.T.S.

ACTIVITY: Outlet Protection | PESC – 07



PLAN VIEW

N.T.S.

SECTION A-A

N.T.S.

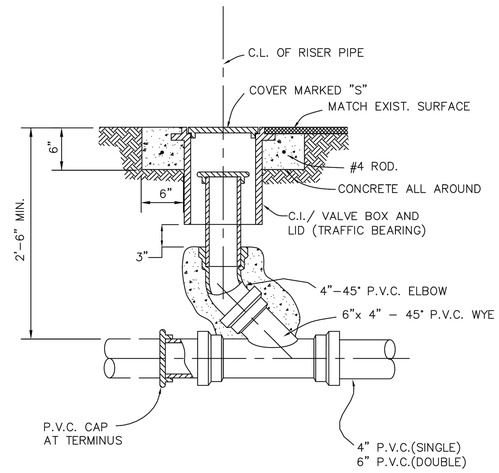
Adapted from: Virginia Erosion & Sediment Control Handbook, 1992

Pipe Diameter in (mm)	Discharge ft ^{3}/s (m^3 /s)	Apron Length, L ft (m)	Rip-Rap D_{50} Diameter Min in (mm)
12 (300)	4.9 (0.14)	10 (3)	4 (100)
	9.89 (0.28)	13 (4)	6 (150)
18 (450)	9.89 (0.28)	10 (3)	6 (150)
	20.13 (0.57)	16 (5)	8 (200)
	30.01 (0.85)	23 (7)	12 (300)
	39.90 (1.13)	26 (8)	16 (400)
24 (600)	30.01 (0.85)	16 (5)	8 (200)
	39.90 (1.13)	26 (8)	8 (200)
	50.14 (1.42)	26 (8)	12 (300)
	60.03 (1.70)	30 (9)	16 (400)
For larger or higher flows, consult a registered civil engineer			

Source: Adapted from USDA-SCS

Figure PESC-07-1
Outlet Protection Sizing

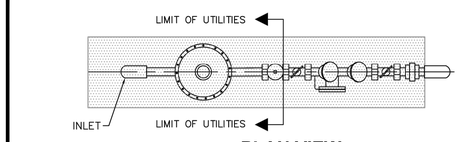
Volume 4:
BMP For Development Activity –
Permanent E&S Control Management Practices | PESC-07-3 | February 2000



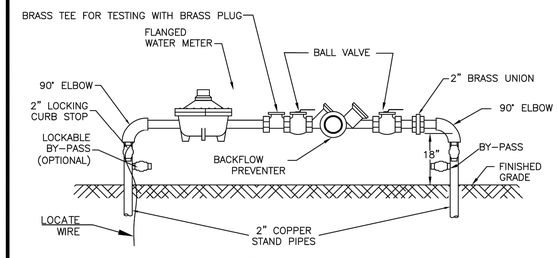
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

TERMINAL/SERVICE LATERAL CLEANOUT

DATE: OCTOBER 2021 | SHEET NUMBER 44
FILE NAME: 2021 COS Std Details.dwg



PLAN VIEW



PROFILE VIEW

1",1.5" & 2" POTABLE / RECLAIMED WATER METER & BACKFLOW PREVENTION ASSEMBLY SERVICE (COMMERCIAL)

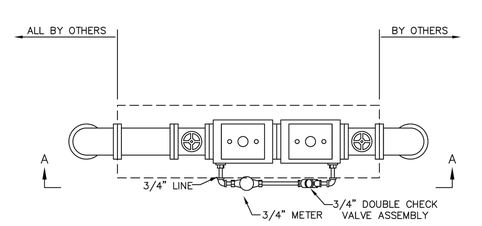
NOTES:

1. LANDSCAPING REQUIRED PER CITY OF STUART ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS. MUST BE SCREENED, NO GROW IN PERIOD.
2. ASSEMBLY TO BE 18" FROM FINISH GRADE TO CENTERLINE OF THE 90° BEND.
3. RECLAIMED WATER METER ASSEMBLY MUST BE PAINTED PANTONE PURPLE 522.
4. NO SOLDER JOINTS.
5. NO TAPS OR CONNECTIONS ALLOWED BETWEEN METER AND BACKFLOW PREVENTION DEVICE
6. METERS 1.5" OR LARGER ARE TO BE PROVIDED BY THE DEVELOPER PER CITY'S APPROVED PRODUCTS LIST.

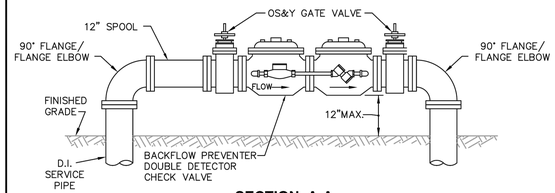
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021 | SHEET NUMBER 31
FILE NAME: 2021 COS Std Details.dwg



PLAN VIEW



SECTION A-A

DOUBLE CHECK VALVE w/ DETECTOR CHECK ASSEMBLY / FIRE SERVICE

NOTE:

LANDSCAPING IS REQUIRED PER CITY OR COUNTY ORDINANCE. PLANTINGS MUST SCREEN AT PLANT HEIGHT,NO GROW IN PERIOD.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021 | SHEET NUMBER 34
FILE NAME: 2021 COS Std Details.dwg

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

HUGH ROSS LUCAS LICENSED No 83981 STATE OF FLORIDA PROFESSIONAL ENGINEER

SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

DR.	DATE	DESCRIPTION
HRL	09/28/2022	CONSTRUCTION DOCUMENTS

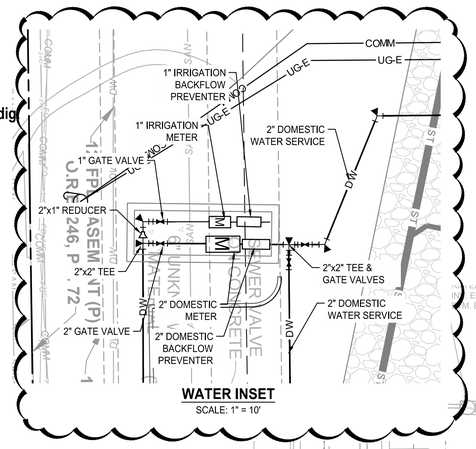
SITE DETAILS

C4.3

1131-44_STUART FSER

Monday, January 16, 2023
Autodesk Docs://1131-44 STUART FSER/02_Cad/Sheets/1131-44_Site Details.dwg

Know what's **below.**
Call before you dig



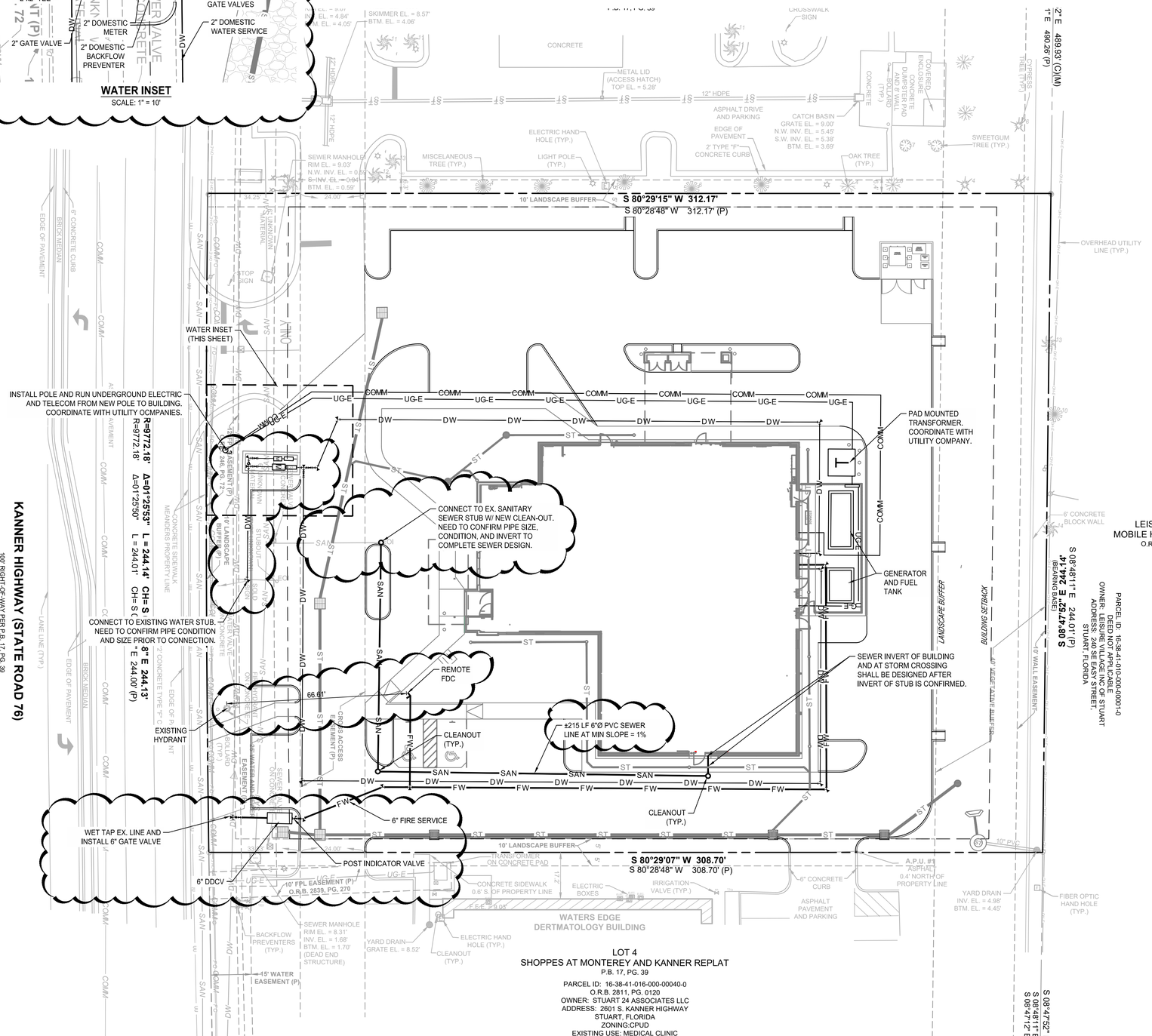
WATER INSET
SCALE: 1" = 10'

LEGEND

DW — DOMESTIC WATER SERVICE	SANITARY SEWER MANHOLE
G — GAS SERVICE	STORM SEWER MANHOLE
SAN — SANITARY SEWER SERVICE	CURB INLET
OH-E — OVERHEAD ELECTRIC SERVICE	CATCH BASIN
OH-T — OVERHEAD TELEPHONE SERVICE	NYLOPLAST DRAIN BASIN
UD — PERVIOUS PAVEMENT UNDERDRAIN	XXX.XX / XXX.XX — TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
RD — ROOF DRAIN TRUNK LINE	ELECTRIC/COMMUNICATION POLE
STORM PIPE (SEE PLANS FOR MATERIAL).	RETAINING WALL
562 — EXISTING CONTOUR	TW:XXX.XX / BW:XXX.XX — TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL
562 — PROPOSED CONTOUR	
DRIVEWAY CENTERLINE	
PROPERTY LINE	

UTILITY NOTES:

1. ALL PIPES UNDER EXISTING PAVED AREAS SHALL BE BACKFILLED TO TOP OF SUBGRADE WITH CRUSHED STONE UNLESS PUBLIC WORKS SPECIFICATIONS REQUIRE FLOWABLE FILL.
2. WHERE SEWER LINES PASS OVER OR WITHIN 2.5' OF WATER MAINS, THE SEWER SHALL BE ENCASED IN CONCRETE.
3. ALL PAVED AREAS SHALL BE CONSTRUCTED TO SUBGRADE AND ALL PROPOSED FILLS SHALL BE MADE AND COMPACTED PRIOR TO CONSTRUCTION OF SANITARY SEWERS.
4. PROPOSED SEWER LINES INSTALLED WITHIN NATURAL EARTH MAY BE SDR 35 PVC. PROPOSED SEWER LINES INSTALLED WITHIN FILL MUST BE DUCTILE IRON PIPE.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL BENDS, JOINTS, AND FITTINGS REQUIRED TO CONSTRUCT UTILITIES.
6. THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS OF SANITARY SEWERS PRIOR TO CONSTRUCTION.
7. ALL WATER METERS WILL BE PURCHASED FROM METRO WATER DEPARTMENT.
8. A MINIMUM OF 3' OF GROUND COVER SHALL BE MAINTAINED OVER ALL PROPOSED SANITARY SEWER MAINS.
9. SEE MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATIONS OF SEWER CONNECTIONS, WATER CONNECTIONS, AND GAS CONNECTIONS. THE UTILITY CONTRACTOR IS TO INSTALL PROPOSED UTILITIES TO WITHIN 5' OF THE BUILDING LINE. A LICENSED SPRINKLER CONTRACTOR MUST INSTALL SPRINKLER SYSTEM PIPING FROM POINT OF SERVICE, IF APPLICABLE.
10. ALL UTILITY INSTALLATION IS TO BE DONE IN ACCORDANCE WITH THE LOCAL STANDARDS OR OTHER APPLICABLE CODES.
11. GC SHALL REVIEW UTILITY COMPANY SPECIFICATIONS PRIOR TO INITIATING WORK.
12. CURRENT SERVICE TO EXISTING STRUCTURES SHALL NOT BE INTERRUPTED WITHOUT ADVANCED WRITTEN PERMISSION FROM THE OWNER.



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DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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HUGH ROSS LUCAS LICENSE No 83981 STATE OF FLORIDA PROFESSIONAL ENGINEER

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2551 S KANNER HWY
STUART, FLORIDA 34994

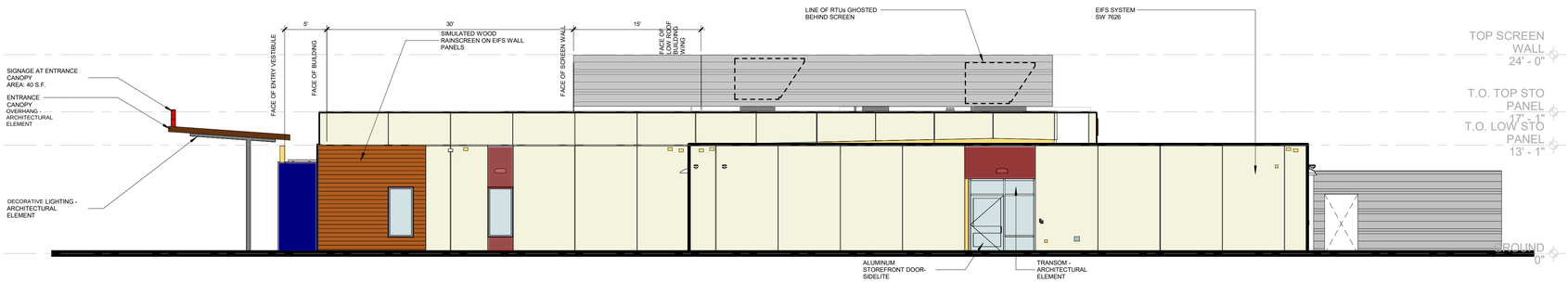
DR.	DATE	DESCRIPTION
HRL	09/23/2022	CONSTRUCTION DOCUMENTS

SITE UTILITY PLAN

C3.0

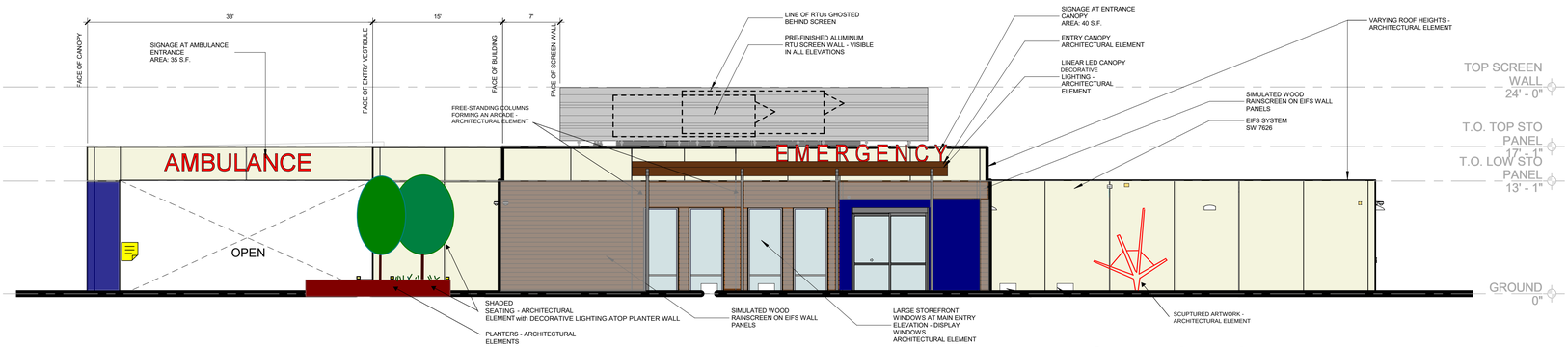
1131-44_STUART FSER

Monday, January 16, 2023
Z:\1131_Stuart FSER\C3 - Civil\Sheets\1131-44_Site Utility Plan.dwg



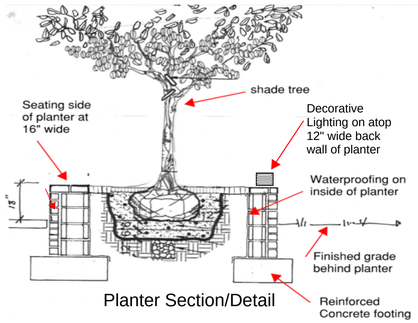
1 ELEVATION - SOUTH
1/8" = 1'-0"

EIFS: 73%
OPENINGS: 6%
S.WOOD: 5%
SCREEN: 16%

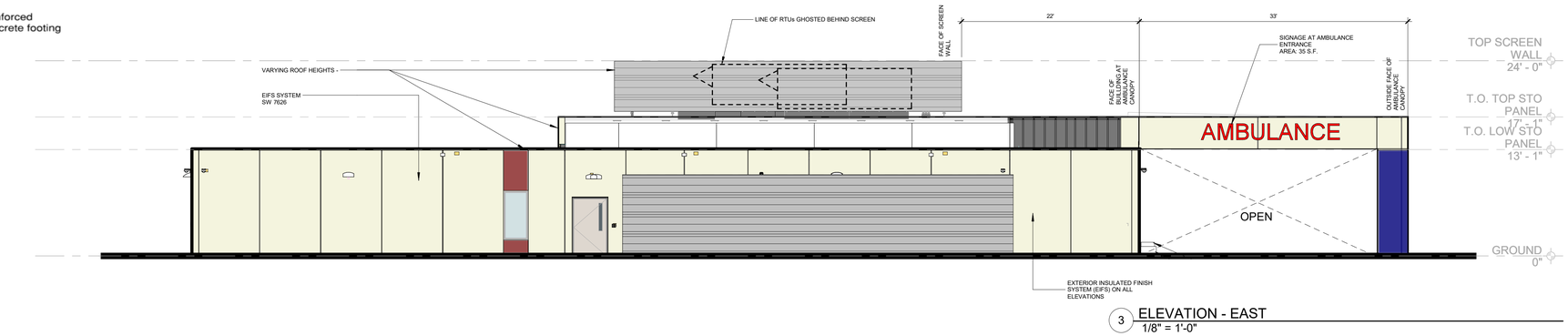


2 ELEVATION - WEST
1/8" = 1'-0"

EIFS: 59%
OPENINGS: 10%
S.WOOD: 18%
SCREEN: 13%



Planter Section/Detail



3 ELEVATION - EAST
1/8" = 1'-0"

EIFS: 80%
OPENINGS: 8%
SCREEN: 12%

ARCHITECTURAL ELEMENTS

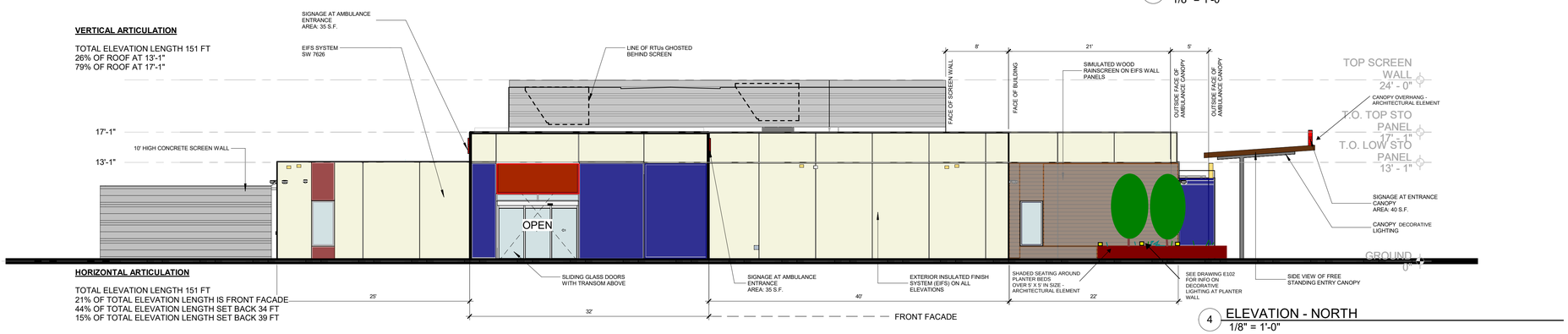
OVERHANGS
DISPLAY WINDOWS
DECORATIVE LIGHTING FIXTURES
PLANTERS WITH SEATING
ARCADE (front canopy)
SCUPLTURED ARTWORK

VERTICAL ARTICULATION

TOTAL ELEVATION LENGTH 151 FT
26% OF ROOF AT 13'-1"
79% OF ROOF AT 17'-1"

HORIZONTAL ARTICULATION

TOTAL ELEVATION LENGTH 151 FT
21% OF TOTAL ELEVATION LENGTH IS FRONT FACADE
44% OF TOTAL ELEVATION LENGTH SET BACK 34 FT
15% OF TOTAL ELEVATION LENGTH SET BACK 39 FT



4 ELEVATION - NORTH
1/8" = 1'-0"

EIFS: 81%
OPENINGS: 7%
WOOD: 12%

STO COLORS

A ZURICK WHITE
TYPICAL PANEL COLOR NOT DESIGNATED B OR C

B PANTONE 289 C
(NAVY BLUE)

C PANTONE 7579 C
(BURNT ORANGE)

METAL PANEL COLORS

D PANTONE 424 C
(SLATE)

HCA Florida St. Lucie Hospital - Stuart FSER

GIATTINA AYCOCK ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAstudio.com

STAMP:

REVISION SCHEDULE:

NUM.	DESCRIPTION	DATE

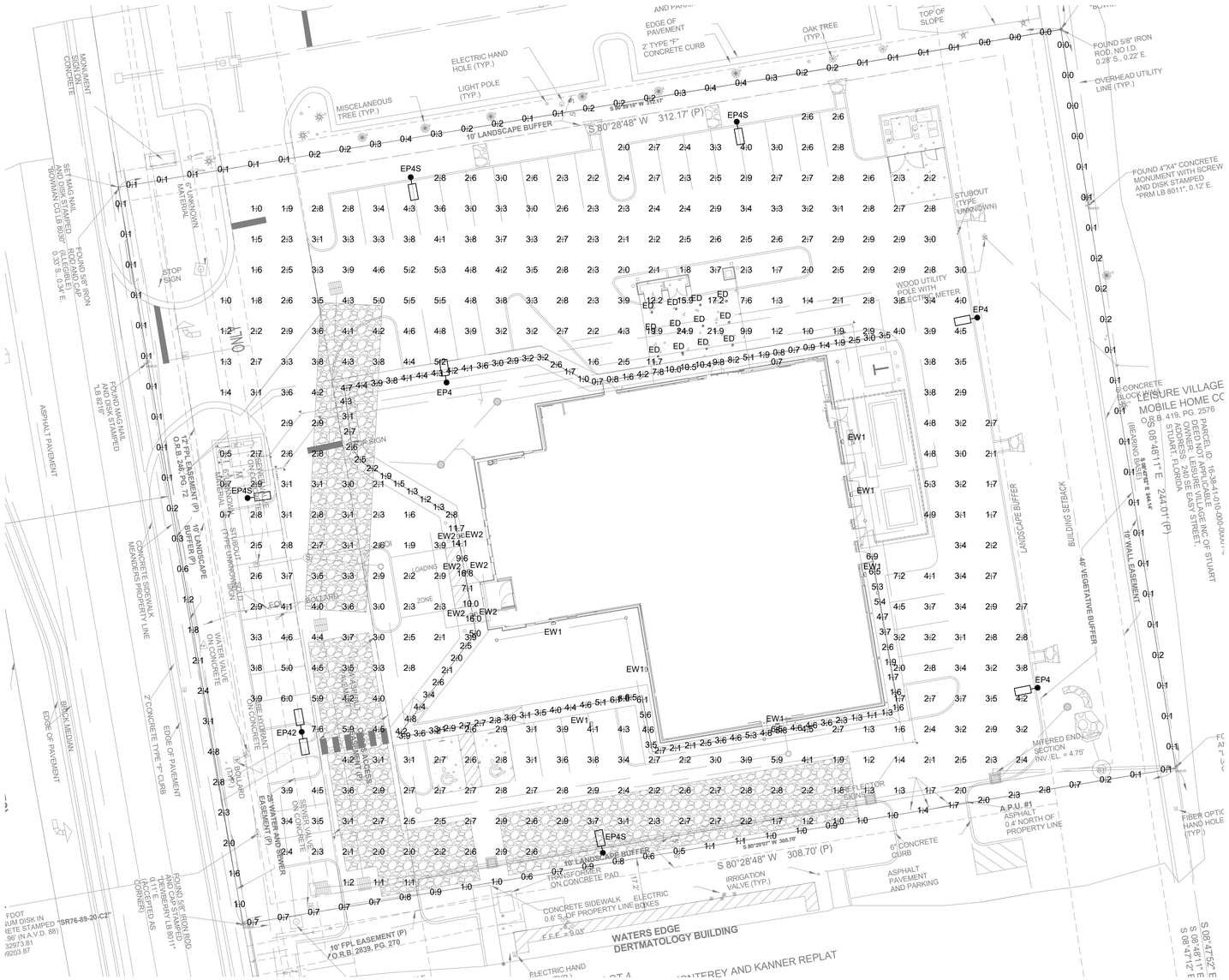
NOTES & LEGEND

CURRENT DRAWING SET:
DESIGN DEVELOPMENT

ISSUE DATE: 9/26/2022
1/23/2023 revised

SHEET:
BUILDING ELEVATIONS

A201



1 ELECTRICAL PHOTOMETRIC SITE PLAN
1" = 20'-0"

0' 20' 40'
SCALE: 1" = 20'

PROPERTY LINE
110 points
HORIZONTAL FOOTCANDLES

Average	0.6
Maximum	4.8
Minimum	0.0
Avg:Min	N/A
Max:Min	N/A
Coef Var	1.37

PARKING LOT
361 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES

Average	3.3
Maximum	24.9
Minimum	0.5
Avg:Min	6.66
Max:Min	49.80
Coef Var	0.72
UnifGrad	10.00

EMERGENCY EGRESS
112 points
HORIZONTAL FOOTCANDLES

Average	4.2
Maximum	16.8
Minimum	0.7
Avg:Min	5.93
Max:Min	24.00
Coef Var	0.72

EW2 WAC LIGHTING WS-W2505
EVERFINE test report no. WAC LIGHTING
lamp(s): LED
candela file 'WS-W2505_IESF.IES'
2 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 31
mounting height= 7 ft
number locations= 6, number luminaires= 6
kw all locations= 0.2

EW1 COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GWC-AF-01-LED-E1-T4FT
INNOVATION CENTER P2 test report no. P200207
lamp(s): LED
candela file 'GWC-AF-01-LED-E1-T4FT.ies'
16 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 59
mounting height= 11 ft
number locations= 6, number luminaires= 6
kw all locations= 0.4

ED COOPER LIGHTING SOLUTIONS - HALO COMMERCIAL (FORMERLY EATON) HC620D010-HM612840-61MDH
INNOVATION CENTER(G1) test report no. P286251
lamp(s): (1) HIGH LUMEN LED 80CRI / 4000K CCT
candela file 'HC620D010-HM612840-61MDH.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 20
mounting height= 14 ft
number locations= 12, number luminaires= 12
kw all locations= 0.2

EP4 COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W
INNOVATION CENTER test report no. P319047
lamp(s): LED
candela file 'GLEON-SA3C-740-U-T4W.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 3, number luminaires= 3
kw all locations= 0.5

EP42 COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W
INNOVATION CENTER test report no. P319047
lamp(s): LED
2 luminaires per location, candela file 'GLEON-SA3C-740-U-T4W.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 1, number luminaires= 2
kw all locations= 0.3

EP4S COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W-HSS
INNOVATION CENTER test report no. P322887
lamp(s): LED
candela file 'GLEON-SA3C-740-U-T4W-HSS.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 4, number luminaires= 4
kw all locations= 0.7

HCA Florida St. Lucie Hospital Stuart FSER

CLIENT ADDRESS:
2551 S. KANNER
HIGHWAY
STUART, FLORIDA 34994

GA PROJECT No: 22FD07

GIATTINA AYCOCK ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAstudio.com

STAMP:

REVISION SCHEDULE:

NUM.	DESCRIPTION	DATE

NOTES & LEGEND

CURRENT DRAWING SET:
PERMIT SET

ISSUE DATE: 11/11/2022

SHEET:
ELECTRICAL PHOTOMETRIC SITE PLAN
E101

Project		Catalog #		Type	
Prepared by		Notes		Date	



McGraw-Edison
GLEON Galleon
Area / Site Luminaire

Product Features

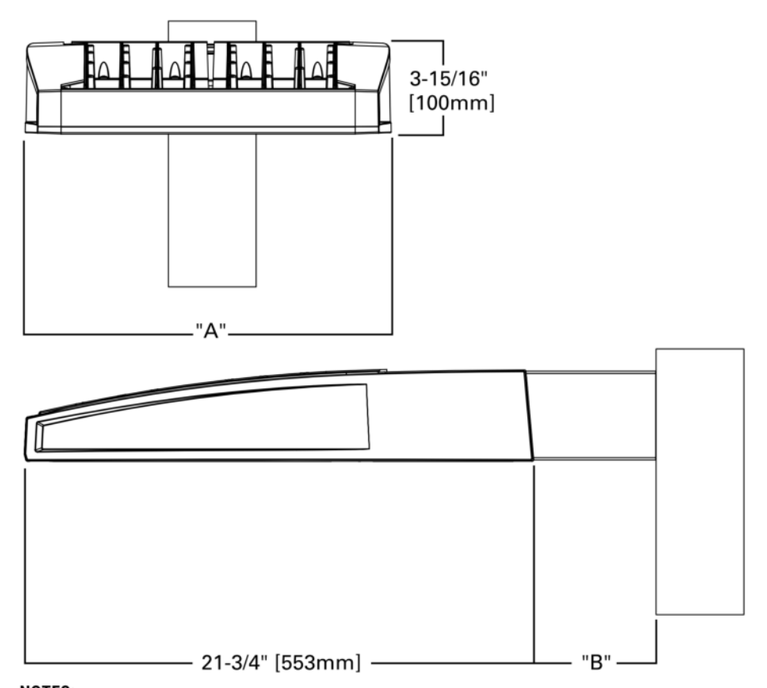
Interactive Menu
- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 4
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 9

Product Certifications

Quick Facts
- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt
- Options to meet Buy American and other domestic preference requirements

Connected Systems
- WaveLinx
- Enlighted

Dimensional Details



Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Extended Arm Length[1]	"B" Quick Mount Arm Length	"B" Quick Mount Extended Arm Length
1-4	15-1/2"	7"	10"	10-5/8"	16-9/16"
5-6	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	--
9-10	33-3/4"	7"	16"	--	--

NOTES:
For arm selection requirements and additional line art, see Mounting Details section.

NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

COOPER Lighting Solutions

McGraw-Edison

Catalog #		Type
Project		
Comments		Date
Prepared by		

DESCRIPTION

The Galleon™ Wall LED luminaire's appearance is complementary with the Galleon area and site luminaire bringing a modern architectural style to lighting applications. Flexible mounting options accommodate wall surfaces in both an upward and downward configuration. The Galleon family of LED products deliver exceptional performance with patented, high-efficiency AccuLED Optics™, providing uniform and energy conscious lighting for parking lots, building and security lighting applications.

SPECIFICATION FEATURES

Construction
Driver enclosure thermally isolated from optics for optimal thermal performance. Heavy wall aluminum housing die-cast with integral external heat sinks to provide superior structural rigidity and an IP66 rated housing. Overall construction passes a 1.5G vibration test to ensure mechanical integrity. UPLIGHTING: Specify with the UPL option for inverted mount uplight housing with additional protections to maintain IP rating.

Optics
Choice of thirteen patented, high-efficiency AccuLED Optics. The optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 6000K CCT. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 1200mA, 800mA, and 600mA drive currents.

Electrical
LED drivers are mounted for ease of maintenance. 120-277V 50/60Hz, 347V or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Drivers are provided standard with 0-10V dimming. An optional Cooper Lighting Solutions proprietary surge protection module is available and designed to withstand 10kV of transient line surge. The Galleon Wall LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Emergency egress options for -20°C ambient environments and occupancy sensor available.

Mounting
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Galleon Wall "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws which are concealed but accessible from bottom of fixture.

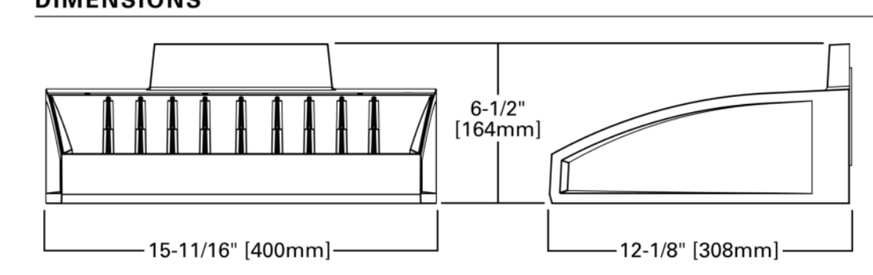
Finish
Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

Warranty
Five-year warranty.

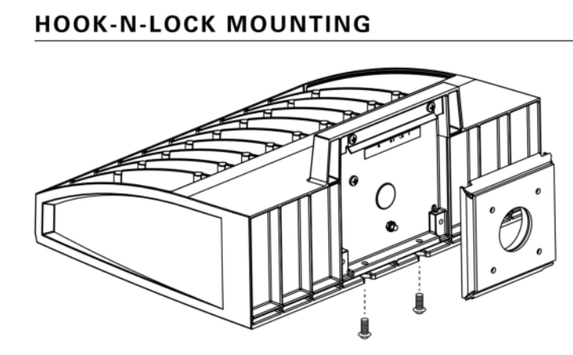


GWC GALLEON WALL
1-2 Light Squares
Solid State LED
WALL MOUNT LUMINAIRE
WaveLinx

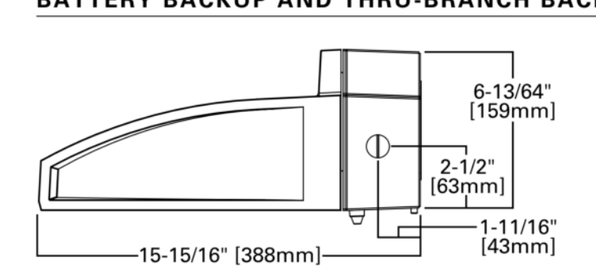
DIMENSIONS



HOOK-N-LOCK MOUNTING



BATTERY BACKUP AND THRU-BRANCH BACK BOX



CERTIFICATION DATA
UL/cUL Listed
LM79 / LM80 Compliant
IP66 Housing
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz
347V, 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

SHIPPING DATA
Approximate Net Weight:
27 lbs. (12.2 kgs.)

COOPER Lighting Solutions

*www.designlights.org

WAC LIGHTING

Fixture Type:
Catalog Number:
Project:
Location:

Rubix
Single & Double Wall Mount 3000K

Model & Size	Color Temp & CRI	Watt	Lumens	Finish
❍ WS-W2504 Single ❍ WS-W2505 Double	❍ 3000K 90 ❍ 3000K 90	16W 30W	750 1400	❍ AL Brushed Aluminum ❍ BK Black ❍ BZ Bronze ❍ GH Graphite ❍ WT White

Example: **WS-W2504-AL**

DESCRIPTION

Available in single and twin light configurations, this die-cast aluminum LED wall luminaire is Wet Location listed for a broad range of exterior lighting applications. Designed with asquare profile, this version of Rubix mounts upwards or downwards.

FEATURES
- 2504 Single, 2505 Double
- Driver concealed within the fixture
- 5 year warranty

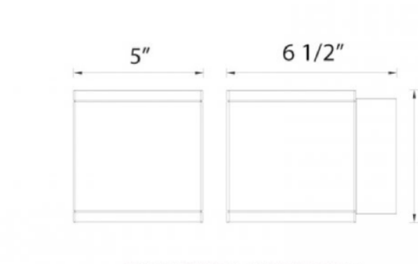
SPECIFICATIONS

Construction:	Die-cast Aluminum
Power:	30W, 16W
Input:	120-277 VAC, 50/60Hz
Dimming:	ELV: 100-15% , 0-10V: 100-10%
Light Source:	Integrated LED
Rated Life:	70000 Hours
Mounting:	Mounts directly to junction box, Can be mounted on wall in all orientations
Finish:	Electrostatically Powder Coated: White, Graphite, Bronze, Black, Brushed Aluminum
Operating Temp:	-40°F to 122°F (-40°C to 50°C)
Standards:	ETL, cETL, Wet Location Listed, IP65, Title 24 JA8-2019 Compliant



FINISHES:
White · Graphite · Bronze · Black · Brushed Aluminum

LINE DRAWING:



waclighting.com | Phone (800) 526.2588 | Fax (800) 526.2585 | Headquarters/Eastern Distribution Center 44 Harbor Park Drive Port Washington, NY 11050

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. September 2022

LUMINAIRE SCHEDULE

TYPE MARK	MANUFACTURER	MODEL	VOLT	LAMP	WATT	COLOR TEMP	DESCRIPTION	COMMENTS / OPTIONS
ED	COOPER LIGHTING	HC610D010-HM61284061MDH	120	LED 1000 LM	20 W	4000 K	HALO COMMERCIAL 6" ROUND, NEW CONSTRUCTION FRAME, WITH 6" MEDIUM DISTRIBUTION, HAZE TRIM	
EP4	COOPER LIGHTING	GLEON-SA3C-740-U-T4W-BZ-FF	120	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 20' STRAIGHT STEEL SQUARE POLE. BRONZE FINISH.	SEE POLE MOUNT DETAIL
EP4S	COOPER LIGHTING	GLEON-SA3C-740-U-T4W-BZ-HSS-FF	120	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION WITH HOUSE SIDE SHIELD ON 20' STRAIGHT STEEL SQUARE POLE. BRONZE FINISH.	SEE POLE MOUNT DETAIL. PROVIDE HOUSE SIDE SHIELD.
EP42	COOPER LIGHTING	(2)GLEON-SA3C-740-U-T4W-BZ-FF	120	LED (2)23,522 LM	246 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 20' STRAIGHT STEEL SQUARE POLE. BRONZE FINISH.	SEE POLE MOUNT DETAIL
EW1	COOPER LIGHTING	GWC-AF-01-LED-E1-T4FT-BZ-F	120	LED 6542 LM	59 W	4000 K	LED WALL MOUNT, FORWARD THROW DISTRIBUTION, BRONZE FINISH	
EW2	WAC LIGHTING	WS-W2505	120	LED 1400 LM	30 W	3000 K	LED WALL SCONCE, BRONZE FINISH.	

Project		Catalog #		Type	
Prepared by		Notes		Date	



HALO Commercial
HC6 | HM6 | 61 | 61PS
6-inch LED downlight and wall wash

Typical Applications
Office • Healthcare • Hospitality • Institutional • Mixed-Use/Retail

Interactive Menu
- Order Information page 2
- Product Specifications page 4
- Photometric Data page 5
- Energy & Performance Data page 8
- Connected Systems page 9
- Product Warranty

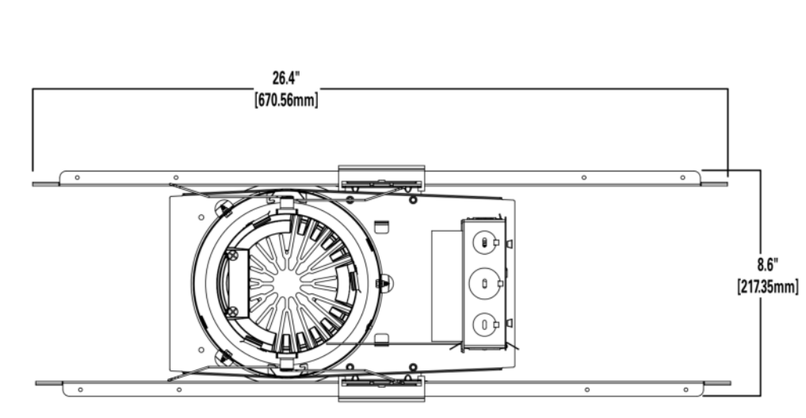
Product Certification

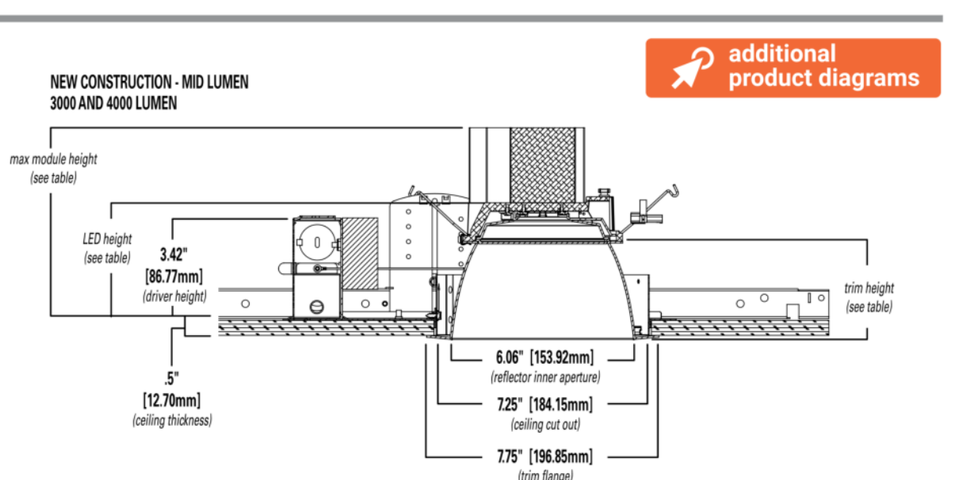
Product Features

Top Product Features
- New construction/remodel series; 500 to 6,000 lumens
- Narrow, Medium and Wide distributions; Wall wash with rotatable linear spread lens
- 2700K, 3000K, 3500K, 4000K, 5000K CCT; 80 or 90 CRI
- Universal voltage 120V-277V; Standard 0-10V driver dims to 1%
- Mounting frame converts to remodel that installs from below the ceiling

Dimensional and Mounting Details

additional product diagrams





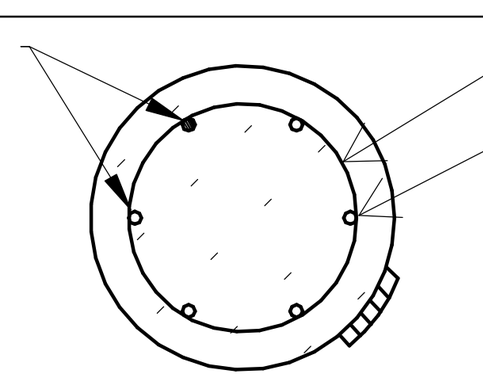
Mid Lumen (3000 – 4000 Lumens)

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	6.6"	3.4"	3.8"
Medium	6.7"	3.5"	3.9"
Wide	6.5"	3.3"	3.7"
Baffle	6.5"	3.3"	3.7"

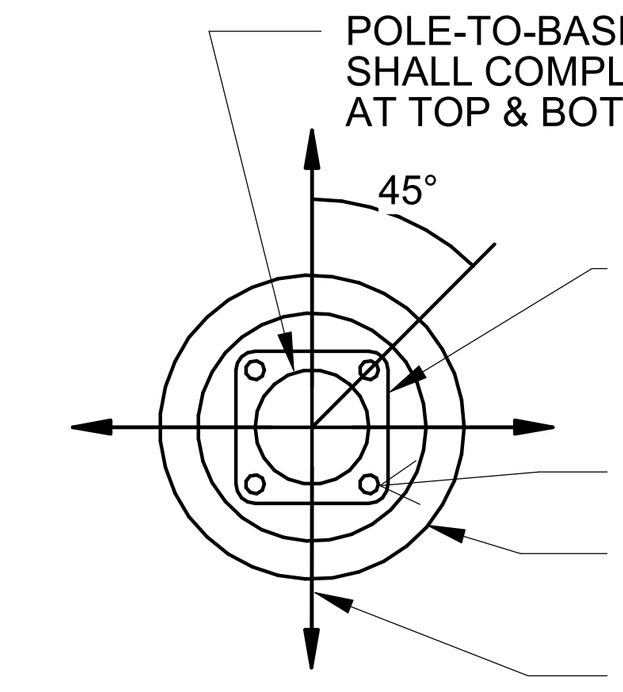
COOPER Lighting Solutions

POLE BASE NOTES:

1. 3500 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 RE-BARS.
2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
3. FOUNDATION EXCAVATION SHALL BE BY 24" AUGAR IN UNDISTURBED OR PROPERLY COMPACTED FILL.
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE 3000 PSF. NOTIFY ENGINEER IF BEARING PRESSURE IS LESS.
5. AIR ENTRAINMENT: 4 TO 6%.

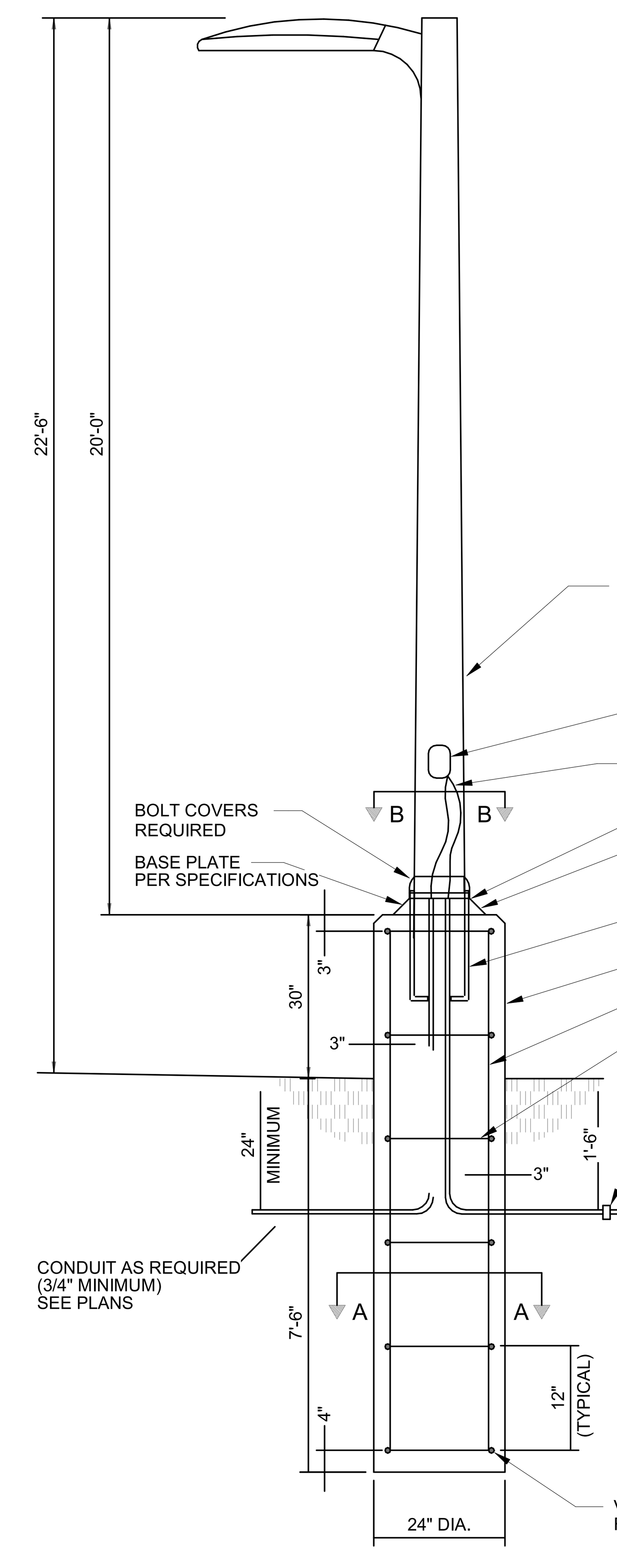


SECTION "A-A"



SECTION "B-B"

2 / E102 DETAIL - SECTION THRU POLE BASE
NOT TO SCALE



1 / E102 POLE BASE FOR LIGHTING STANDARD
NOT TO SCALE

HCA Florida St. Lucie Hospital Stuart FSER

CLIENT ADDRESS:
2551 S. KANNER HIGHWAY
STUART, FLORIDA 34994

GA PROJECT No: 22FD07

GIATTINA AYCOCK ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAstudio.com

STAMP:

REVISION SCHEDULE:

NUM.	DESCRIPTION	DATE

NOTES & LEGEND

CURRENT DRAWING SET:
PERMIT SET

ISSUE DATE: 11/11/2022

SHEET:
ELECTRICAL EXTERIOR CUTSHEET & DETAILS
E102

9/9/2022 12:57:54 PM

Autodesk Docs://UHS-Prototype-V3/FED HCA-PROTOTYPE-V3.rvt

1 2 3 4 5 6 7

E D C B A

Project		Catalog #		Type	EP2, EP4, EP42
Prepared by		Notes		Date	



McGraw-Edison
GLEON Galleon

Area / Site Luminaire

Product Features

LumenSafe Technology · Light ARchitect™

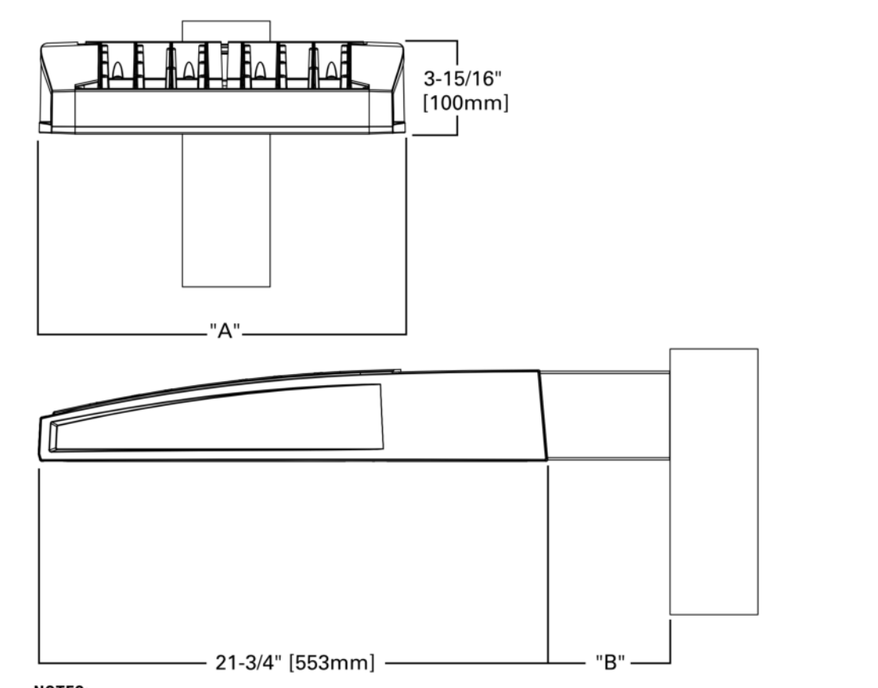
Interactive Menu
- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 4
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 9

Product Certifications

Quick Facts
- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt
- Options to meet Buy American and other domestic preference requirements

Connected Systems
- WaveLinx
- Enlighted

Dimensional Details



Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Extended Arm Length [1]	"B" Quick Mount Arm Length	"B" Quick Mount Extended Arm Length
1-4	15-1/2"	7"	10"	10-5/8"	16-9/16"
5-6	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	--
9-10	33-3/4"	7"	16"	--	--

NOTES: For arm selection requirements and additional line art, see Mounting Details section.

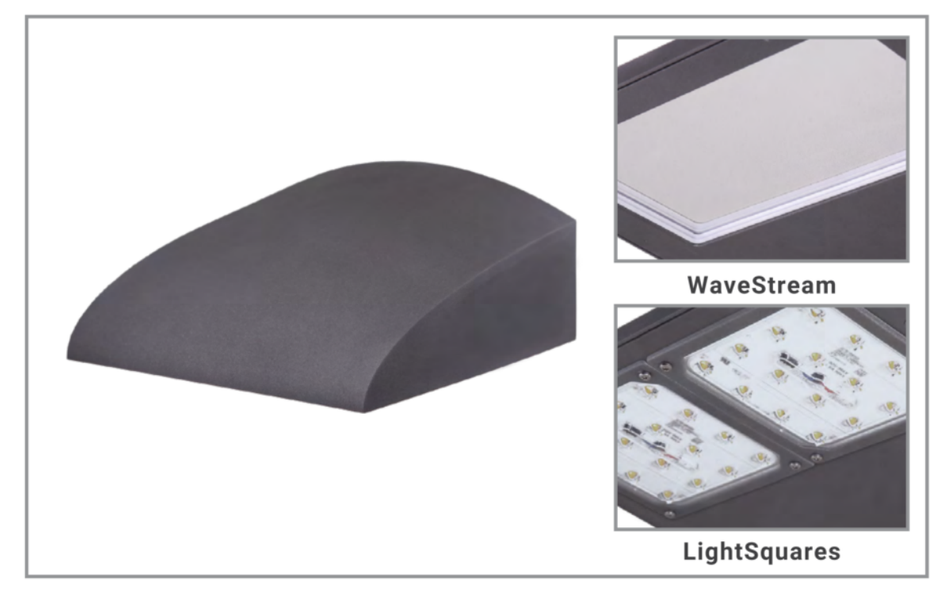
NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

COOPER Lighting Solutions

PS500020EN page 1
June 14, 2022 5:49 PM

Type LW1

Project		Catalog #		Type	
Prepared by		Notes		Date	



Invue
ClearCurve Wall

Wall Mount Luminaire

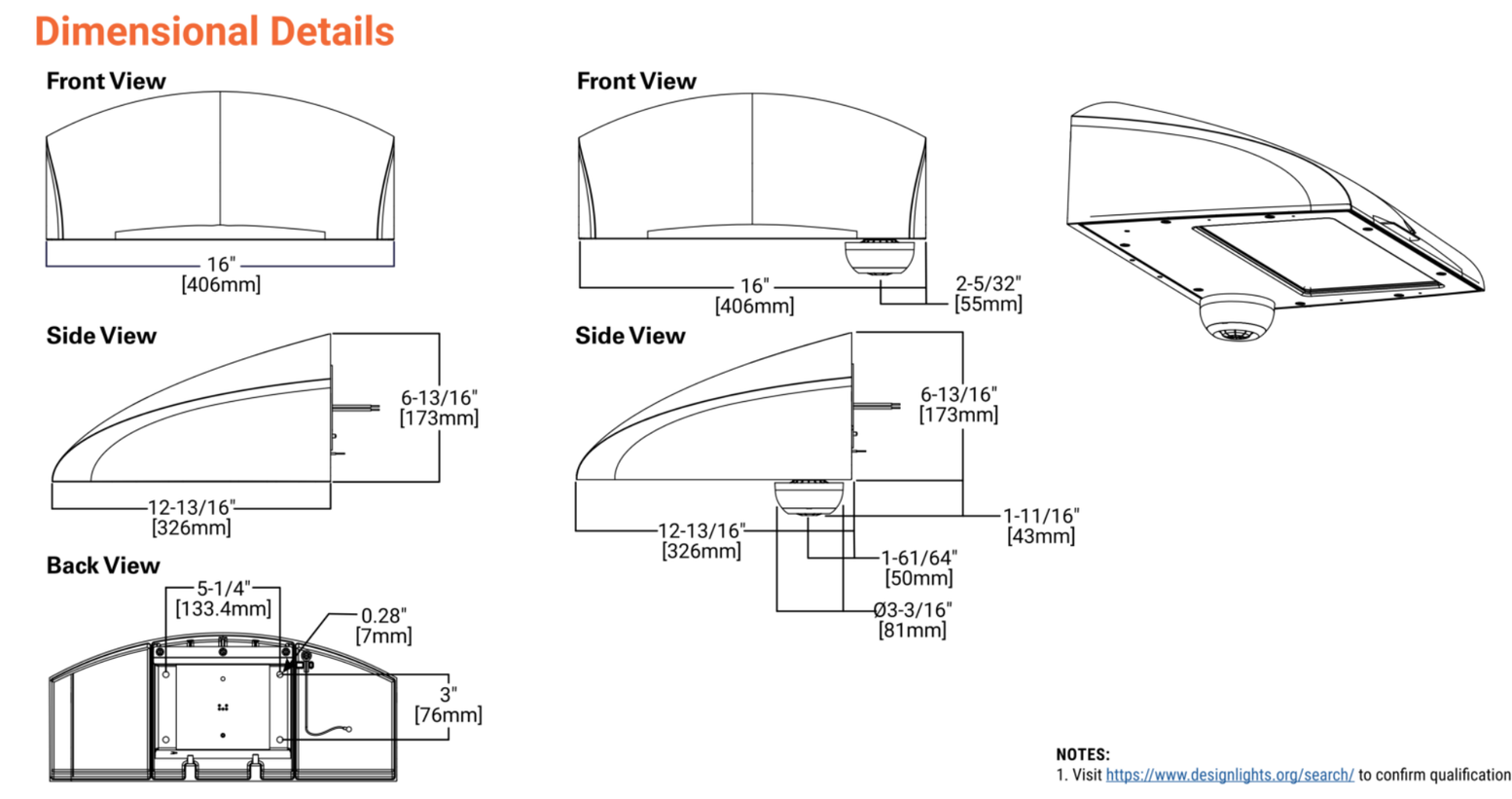
Interactive Menu
- Ordering Information page 2
- Product Specifications page 3
- Energy and Performance Data page 3
- Control Options page 15

Product Certifications

Quick Facts
- Available with Visual Comfort or Discrete optics configurations
- Lumen packages range from 1,600 up to 12,000 lumens (18W - 110W)
- Efficacy up to 149 lumens per watt

Connected Systems
- WaveLinx

Dimensional Details



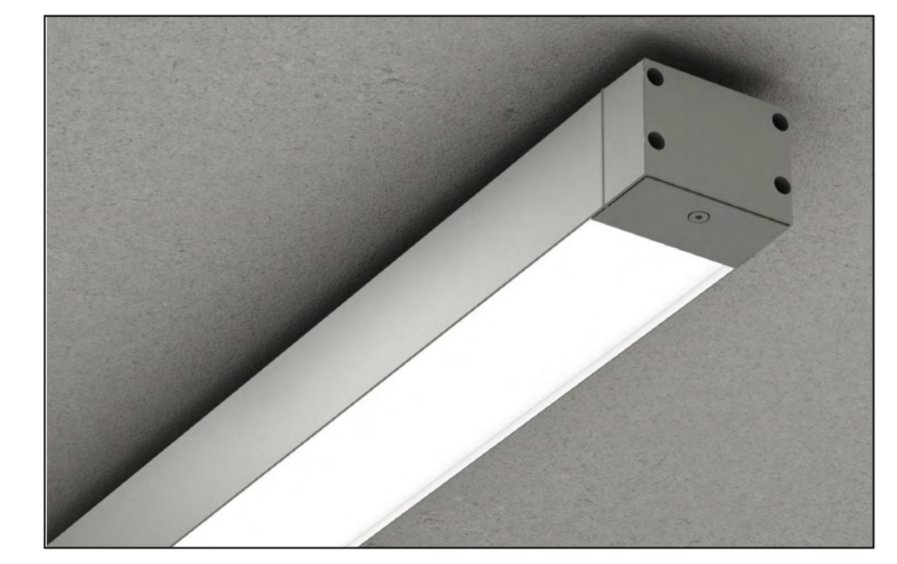
NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.

COOPER Lighting Solutions

PS516151EN page 1
May 23, 2022 8:46 AM

wet BEAM4 LED | SURFACE MOUNT

Type LWS8



Project ____

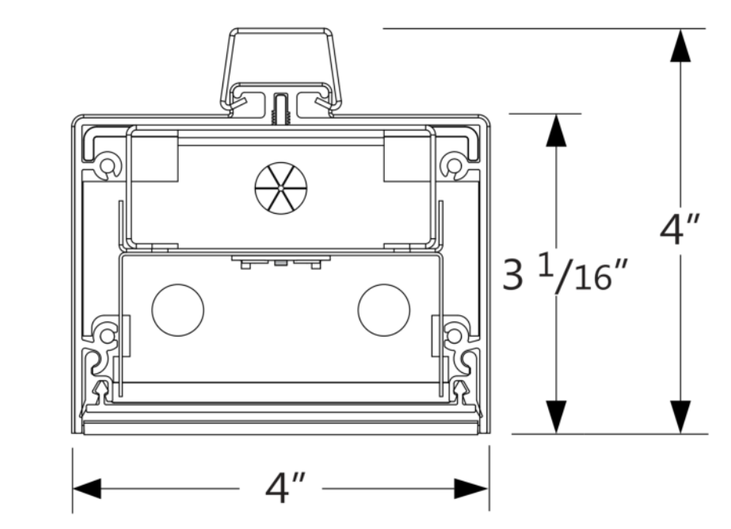
Type ____

Notes ____

PERFORMANCE PER LINEAR FOOT AT 3500K

NOMINAL LUMEN OUTPUT	INPUT WATTS*	EFFICACY
1000 lm/ft	11.5 W/ft	87 lm/W

Please consult factory for custom lumen output and wattage.



cULus Listed Type I.C.

Ordering Guide

WBSLED				S	
PRODUCT ID	NOM.LUMENS/FT	CRI	COLOR TEMP.	SHIELDING	LENGTH (FT)
WBSLED Surface LED	400 400 lm/ft - Min. 1000 1000 lm/ft - Max. Outputs between listed min and max are available. Consult factory for outputs outside of the listed range.	80 80 CRI 90 90 CRI	27 2700 K 30 3000 K 35 3500 K 40 4000 K	S satin lens	2 2' 3 3' 4 4' 5 5' 8 8' S# system run

FINISH	VOLTAGE	DRIVER	CIRCUITS	MOUNTING/SUSPENSION
AP aluminum paint W white BLK black C custom	120 120 V 277 277 V 347 347 V UNV universal DC low voltage* * Only available with POE drivers.	DP dimming (0-10V) 1% LT(#) Lutron * BI bi-level dimming O(#) other ** POE(#) POE drivers* *Operating up to -20°C; Specify system ** Please consult factory; see page 2	1 1 circuit 2 2 circuits +E(#) emergency circuit* +NL(#) night light circuit* +GTD(#) generator transfer device* * Specify quantity	SC surface solid ceiling

BATTERY (OPTIONAL)	OTHER (OPTIONAL)	IC CONTROLS (OPTIONAL)	CUSTOM (OPTIONAL)
B# battery pack (integral) Not available with 347V Please consult factory	+EF end feed* +N natatorium finish * See page 2 for more details.	OS(#) occupancy sensor EN(#) Enlighted integral WC(#) wireless control dimming See integrated controls guide for further details Please consult factory	C custom Please specify

Product design and development is an ongoing process at Axis Lighting. We reserve the right to change specifications. Contact Axis for the latest product information. | 1 / 3 November 2, 2022 | FILE NAME:WBS.LED-B3.SPEC | © 2016 Axis Lighting Inc. 1.800.263.2947 [T] 514.948.6272 | axis axislighting.com

Dazuma LED Outdoor Solar Decorative Lighting atPlanter Seating Wall.

Project		Catalog #		Type	LD6E
Prepared by		Notes		Date	



HALO Commercial
HC6 | HM6 | 61 | 61PS

6-inch LED downlight and wall wash

Typical Applications

Office • Healthcare • Hospitality • Institutional • Mixed-Use/Retail

Interactive Menu
- Order Information page 2
- Product Specifications page 4
- Photometric Data page 5
- Energy & Performance Data page 8
- Connected Systems page 9
- Product Warranty

Product Certification

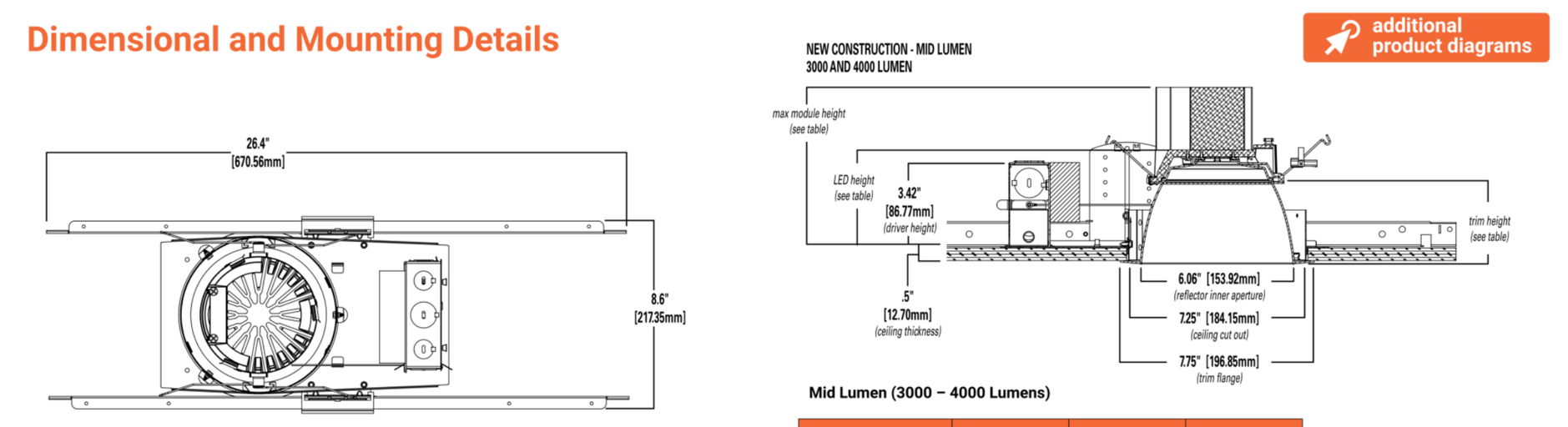
Product Features

WaveLinx

Top Product Features
- New construction/remodel series; 500 to 6,000 lumens
- Narrow, Medium and Wide distributions; Wall wash with rotatable linear spread lens
- 2700K, 3000K, 3500K, 4000K, 5000K CCT; 80 or 90 CRI
- Universal voltage 120V-277V; Standard 0-10V driver dims to 1%
- Mounting frame converts to remodel that installs from below the ceiling

Dimensional and Mounting Details

additional product diagrams



Mid Lumen (3000 – 4000 Lumens)

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	6.6"	3.4"	3.8"
Medium	6.7"	3.5"	3.9"
Wide	6.5"	3.3"	3.7"
Baffle	6.5"	3.3"	3.7"

COOPER Lighting Solutions

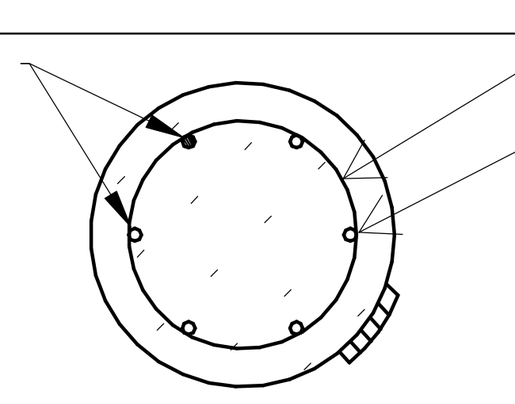
PS517016EN page 1
May 26, 2022 11:46 AM

LUMINAIRE SCHEDULE

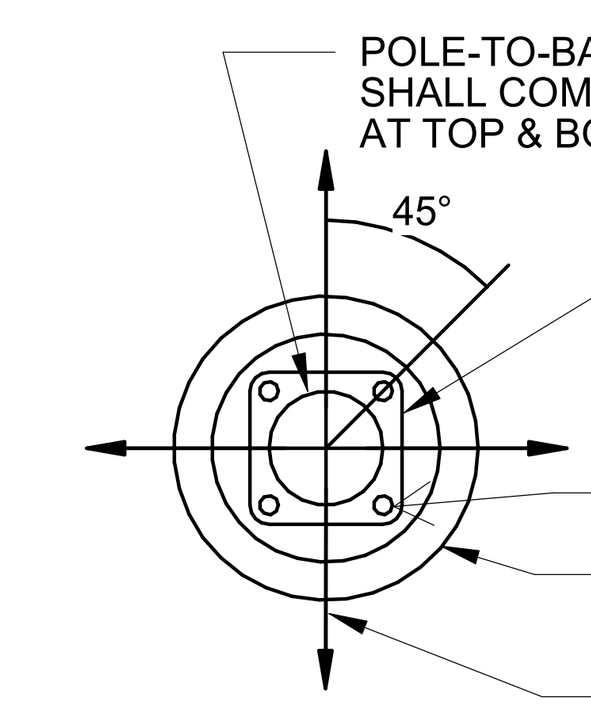
TYPE MARK	MANUFACTURER	MODEL	VOLT	LAMP	WATT	COLOR TEMP	DESCRIPTION	COMMENTS / OPTIONS	CONCRETE BASE
EP2	COOPER LIGHTING	GLEON-SA3C-740-U-T2-AP-FF	208	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD TYPE II DISTRIBUTION ON 18', 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL	
EP4	COOPER LIGHTING	GLEON-SA3C-740-U-T4W-AP-FF	208	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 18' - 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL	
EP42	COOPER LIGHTING	(2)GLEON-SA3C-740-U-T4W-AP-FF	208	LED (2)23,522 LM	246 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 18' - 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL	
LD6E	HALO	HC620D010/HM612840/61MDHWF	120	LED 2000 LM	20 W	4000 K	LED 6" ROUND DOWNLIGHT		
LW1	COOPER LIGHTING	CCW-LED-SA2B-740-U-T4W-AP-BPC	120	LED 6000LM	59 W	4000 K	EXTERIOR WALL MOUNTED LED LUMINAIRE, TYPE 4 FORWARD THROW - LIGHT GRAY FINISH		
LWS8	AXIS LIGHTING	WBSLED-500-80-40-S-8-W-120-DP-1-SC-EF	120	LED 500 LM	64 W	4000 K	LED SURFACE MTD LINEAR WEATHERPROOF FIXTURE 8'L.		

POLE BASE NOTES:

1. 3500 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 RE-BARS.
2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
3. FOUNDATION EXCAVATION SHALL BE BY 24" AUGAR IN UNDISTURBED OR PROPERLY COMPACTED FILL.
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE 3000 PSF. NOTIFY ENGINEER IF BEARING PRESSURE IS LESS.
5. AIR ENTRAINMENT: 4 TO 6%.

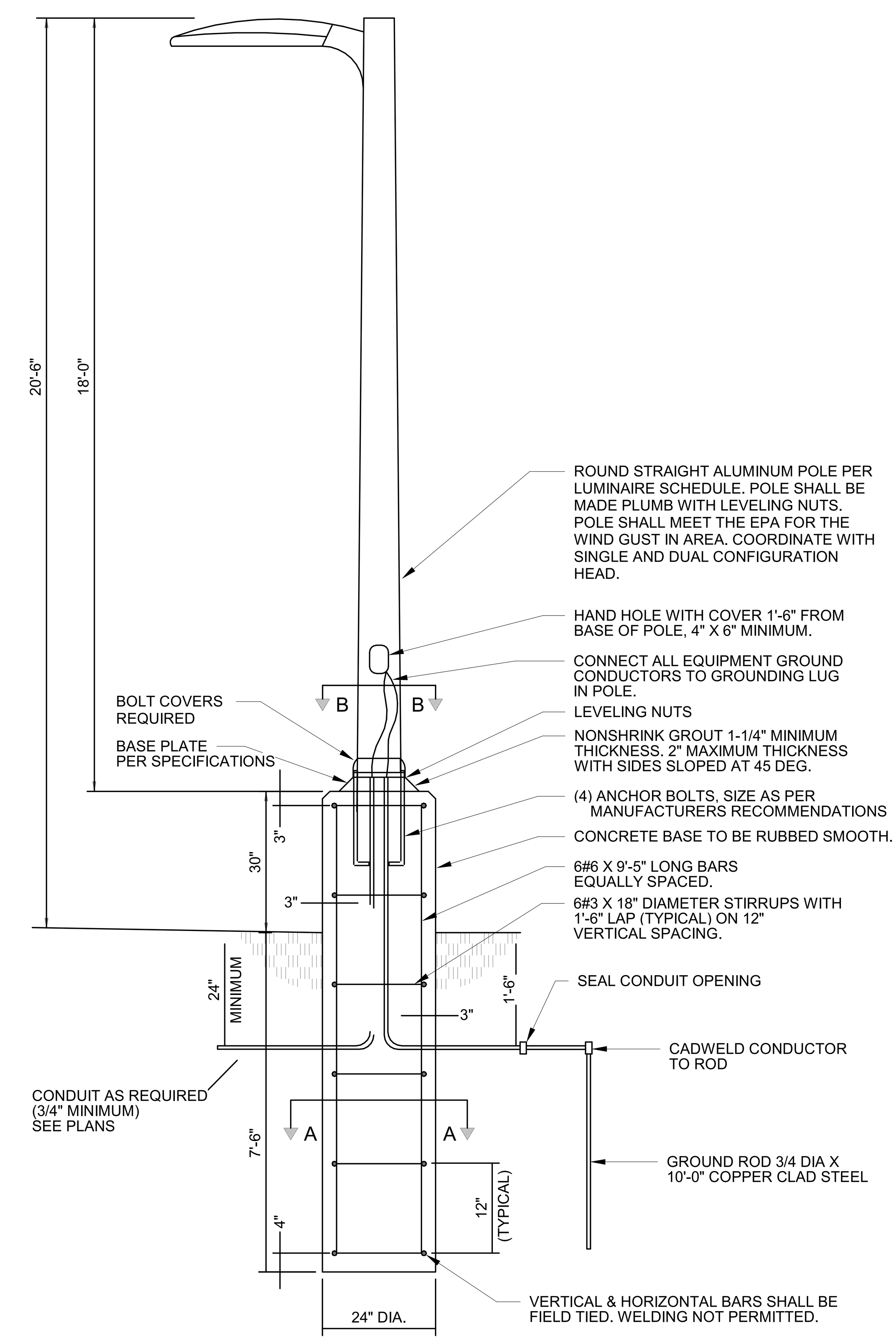


SECTION "A-A"



SECTION "B-B"

2 DETAIL - SECTION THRU POLE BASE
NOT TO SCALE



1 POLE BASE FOR LIGHTING STANDARD
NOT TO SCALE

HCA FLORIDA ST. LUCIE HOSPITAL STUART FSER

CLIENT ADDRESS:
US HIGHWAY 90
PACE, SANTA ROSA COUNTY, FLORIDA 32571
CLIENT NO. 23/100231-14075

GA PROJECT No: 22FD03

GIATTINA AYCOCK ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAstudio.com

STAMP:

REVISION SCHEDULE:

NUM.	DESCRIPTION	DATE

NOTES & LEGEND

CURRENT DRAWING SET:
CPUD response

ISSUE DATE: 1/23/2023

SHEET:
ELECTRICAL EXTERIOR CUTSHEET & DETAILS

E102

LANDSCAPE PLANTING GENERAL NOTES

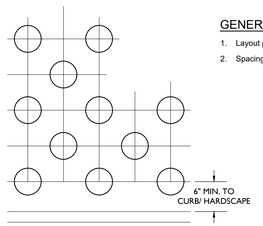
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF ALL MATERIALS. THE QUANTITIES ON THE PLAN SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
2. SUBSTITUTIONS OF TYPE, SIZE, OR SPACING OF PLANTS MAY NOT BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER'S LANDSCAPE ARCHITECT.
3. LOCATE ALL UTILITIES PRIOR TO INSTALLATION. ALL DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE PER UTILITY PROVIDER'S STANDARDS.
4. THE PLANT LIST SPECIFICATIONS PROVIDED WITHIN THE PLANT LIST FOR HEIGHT AND SIZE ARE MINIMUMS.
5. ALL PLANT BEDS SHALL BE RAKED AND CLEARED OF LARGE ROCKS. ALL LARGE DIRT CLODS SHALL BE PULVERIZED OR REMOVED PRIOR TO PLANTING.
6. PRE-EMERGENT HERBICIDE SHALL BE APPLIED AFTER INSTALLATION AND IMMEDIATELY PRIOR TO MULCHING.
7. ALL PLANT BEDS ARE TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF PINE STRAW MULCH.
8. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL OR ANY DEFECTIVE WORKMANSHIP.
9. ALL SOD AREAS SHALL BE TILLED AND RAKED SMOOTH, WITH LARGE DIRT CLODS AND ROCKS REMOVED, PRIOR TO SOD INSTALLATION.
10. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING AND LAYOUT OF PLANT BEDS.
11. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT WHEN THE PLANT MATERIALS ARE AT THE JOB SITE FOR REVIEW PRIOR TO INSTALLATION.
12. ALL NEWLY PLANTED LANDSCAPE PLANT MATERIALS SHALL CONFORM TO THE LATEST VERSIONS OF THE AMERICAN STANDARD OF NURSERY STOCK (ANSI Z60.1).
13. A MINIMUM 5' DIAMETER MULCH AREA SHALL BE PROVIDED AT THE BASE OF ALL TREES.
14. ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.
15. 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 OUT ON PLANS AT TIME OF FINAL INSPECTION.

IRRIGATION GENERAL NOTES

1. IRRIGATION SYSTEM TO BE INSTALLED WITH AN AUTOMATIC TIMER AND MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH.
2. PROVIDE BACK FLOW PREVENTION PER CITY REQUIREMENTS.
3. CONTRACTOR RESPONSIBLE FOR LOCATING AND SUPPLYING POWER TO CONTROLLER.
4. USE OF LOW-VOLUME, DRIP/TARGET EMITTERS REQUIRED FOR TREES, SHRUBS AND GROUND COVERS. IRRIGATION SYSTEM TO BE MAINTAINED AND PROPERLY ADJUSTED TO AVOID SPRAY ONTO HARDSCAPE AND IMPERVIOUS AREAS.

SOD GENERAL NOTES

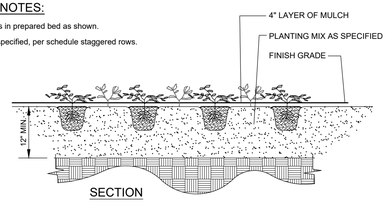
1. ALL DISTURBED AREAS SHALL EITHER BE PLANT BED OR COVERED WITH SOD.
2. IF REQUIRED - SOD TO BE FLORITAM ST. AUGUSTINE.
3. CONTRACTOR RESPONSIBLE FOR QUANTITY TAKE-OFF.



PLAN

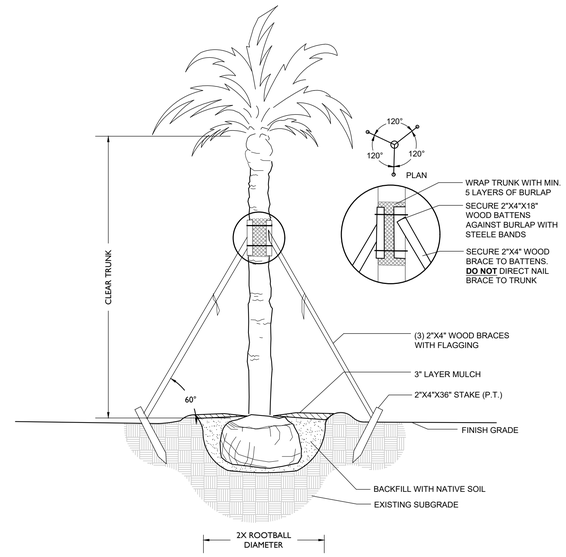
GENERAL NOTES:

1. Layout plants in prepared bed as shown.
2. Spacing as specified, per schedule staggered rows.

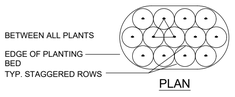


SECTION

GROUND COVER PLANTING



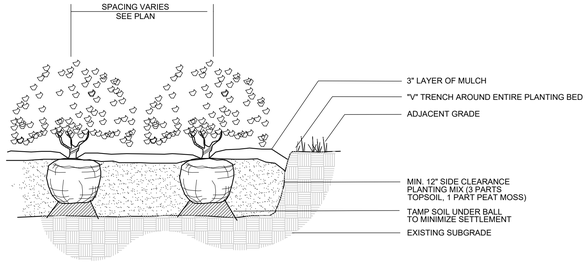
PALM TREE PLANTING



PLAN

GENERAL NOTES:

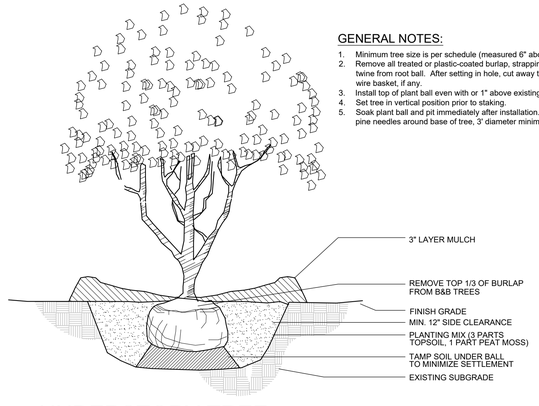
1. Install top of plant ball 2" above adjacent grade.
2. Tamp planting mix firmly as pit is filled around each plant ball.
3. Soak each plant ball and pit immediately after installation.



SHRUB PLANTING

GENERAL NOTES:

1. Minimum tree size is per schedule (measured 6" above root ball).
2. Remove all treated or plastic-coated burlap, strapping, wire or nylon twine from root ball. After setting in hole, cut away top and sides of wire basket, if any.
3. Install top of plant ball even with or 1" above existing grade.
4. Set tree in vertical position prior to staking.
5. Soak plant ball and pit immediately after installation. Place 3"-4" of pine needles around base of tree, 3' diameter minimum.

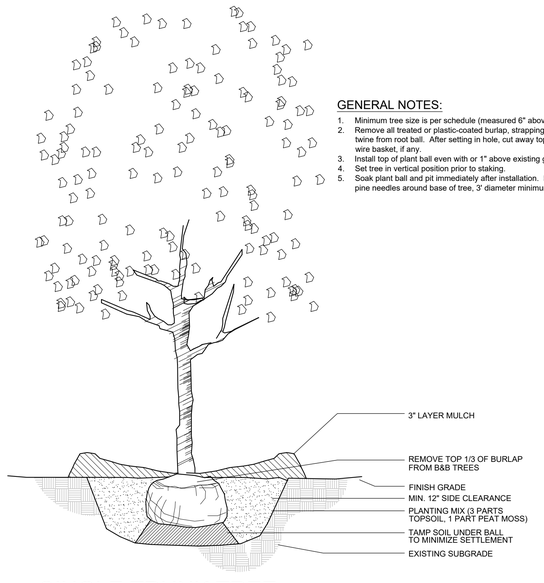


UNDERSTORY TREE

SECTION

GENERAL NOTES:

1. Minimum tree size is per schedule (measured 6" above root ball).
2. Remove all treated or plastic-coated burlap, strapping, wire or nylon twine from root ball. After setting in hole, cut away top and sides of wire basket, if any.
3. Install top of plant ball even with or 1" above existing grade.
4. Set tree in vertical position prior to staking.
5. Soak plant ball and pit immediately after installation. Place 3"-4" pine needles around base of tree, 3' diameter minimum.



SINGLE TRUNK TREE

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SITE DEVELOPMENT PLAN FOR
STUART - FSER
2551 S. KANNER HWY
STUART, FLORIDA 34994

INITIAL REVIEW

Date: September 28, 2022

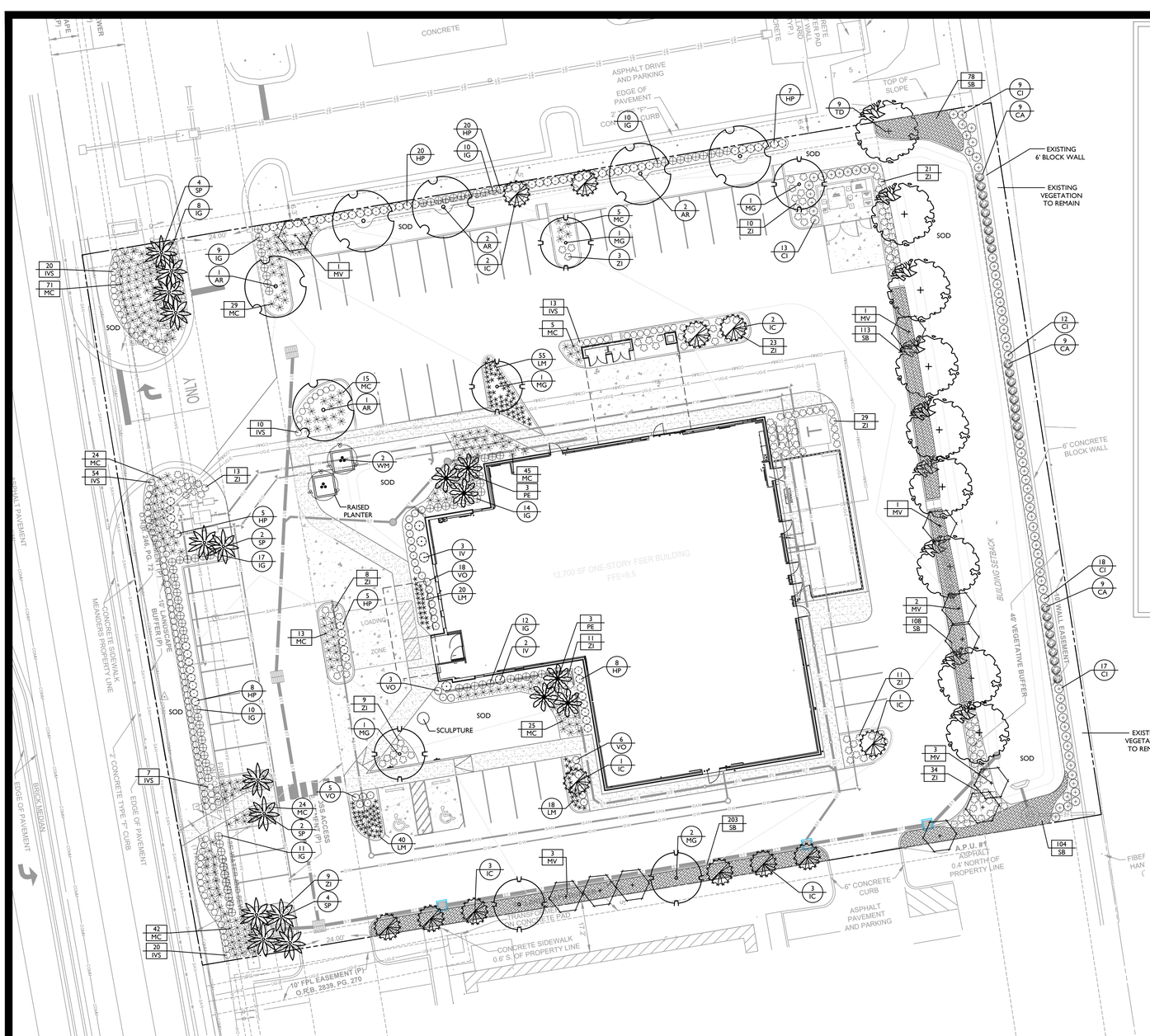
Revision Date
△
△
△

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439

keli@gdc-tn.com

LANDSCAPE DETAILS & NOTES

SHEET
L3.0



REQUIRED LANDSCAPE CALCULATIONS:

THIS LANDSCAPE PLAN HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF STUART LAND DEVELOPMENT CODE 6.04.00.

LANDSCAPED OPEN SPACE PERCENTAGE 6.04.03:
- REQUIRED 20%; 100 SF FOR EACH ADDITIONAL PARKING SPACE OVER MINIMUM. (500 SF TOTAL)
- PROVIDED: 33% (25,132 SF); 75,910 SF TOTAL SITE AREA (MIN REQ. 15,182 SF + 500 SF = 15,682 SF)

DEVELOPMENT LANDSCAPE 6.04.08:
- REQUIRED: ONE (1) TREE PER 2,500 SF OF SITE
- REQUIRED: 31 TREES; (32 TREES TOTAL INCLUDING ADDITIONAL TREE PER PARKING REQUIREMENTS)
- PROVIDED: 46 TREES; 18 PALM (12 OF THESE PALM SERVING AS REQUIRED SHADE TREES AT 2:1)

LANDSCAPE BUFFERS 6.04.06:
- REQUIRED: REAR (EASTERN PROPERTY LINE) BUFFER YARD AND BUFFER SCREEN ADJACENT TO SINGLE-FAMILY RESIDENTIAL
- PROVIDED: 40' BUFFER YARD; 6' SCREEN WALL (EXISTING);
- LANDSCAPE REQUIRED: 1 TREE PER 30 LF, 5' LANDSCAPE AREA BETWEEN WALL AND PROPERTY LINE (EXISTING TO REMAIN); BUFFER SCREEN HEDGE
- REQUIRED TREES: 245 LF = 9 TREES - NOTE: OVERHEAD UTILITY ALONG REAR PROPERTY LINE
- PROVIDED: 15 TREES PLANTED AT THE WESTERN EDGE OF THE BUFFER TO AVOID CONFLICT WITH OVERHEAD UTILITY LINES, HEDGE ROW ON INTERIOR SIDE OF WALL, EXISTING VEGETATION TO REMAIN ON EXTERIOR SIDE OF WALL

PARKING AREA PLANTING - 6.04.07:
- LANDSCAPE STRIP ADJACENT TO STREET (WESTERN PROPERTY LINE): 10' WIDTH; 1 TREE PER 30 LF; CONTINUOUS HEDGE
- REQUIRED TREES: 245 LF = 9 TREES - NOTE: OVERHEAD UTILITY ALONG FRONTAGE AS WELL AS 25' WATER AND SEWER EASEMENT ALONG PROPERTY LINE. PALMS PLANTED AT 2:1 TO SATISFY TREE REQUIREMENT FOR 6 TREES; 3 REMAINING TREES LOCATED ON SITE INTERIOR DUE TO LACK OF REMAINING LANDSCAPE AREA ALONG FRONTAGE.

- LANDSCAPE STRIP ADJACENT TO PRIVATE PROPERTY; ABUTTING PARKING (NORTH): 5' WIDTH; 1 TREE PER 30 LF; CONTINUOUS HEDGE
- REQUIRED TREES: 182' LF = 6 TREES
- PROVIDED TREES: 7 TREES

- INTERIOR: 5' LANDSCAPE AREA FOR BUILDING FOUNDATION PLANTING ABUTTING PARKING; 1 TREE PER 30 LF ABUTTING PARKING (110 LF)
- REQUIRED TREES: 110 LF = 4 TREES
- REQUIRED: ONE (1) TREE PER 500 SF OF INTERIOR LANDSCAPED AREA
- REQUIRED TREES: 5,754 SF = 12 TREES
- PROVIDED TREES: 25 MEETING CODE MIN. SIZE REQUIREMENTS; 2 ADDITIONAL IN RAISED PLANTERS

- INCREASED MIN. PARKING BY 5 SPACES (500 SF TOTAL ADDITIONAL LANDSCAPE AREA) REQUIRING ONE (1) ADDITIONAL TREE.

XERISCAPE LANDSCAPE 6.04.05
- REQUIRED: 50 POINTS FROM THE DESIGN OPTIONS CHART:

OPTION		POINTS
1	UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH *	5
2	LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN **	5
4	51% OR MORE OF THE REQUIRED SHRUBS ARE DROUGHT TOLERANT SPECIES ***	10
5	51% OR MORE OF THE REQUIRED TREES ARE DROUGHT TOLERANT SPECIES ***	10
7	SOD AREAS LESS THAN 50% OF LANDSCAPE AREA (8,744 SF SOD; 35% OF LANDSCAPE AREA)	10
8	MULCH PLANTING BEDS 3 INCHES DEEP IN ALL AREAS EXCEPT GROUNDCOVER ****	10
		50 TOTAL

* SEE IRRIGATION PLAN (TO BE SUBMITTED WITH RESUBMITTAL)
** SEE LANDSCAPE PLAN NOTES
*** SEE LANDSCAPE SCHEDULE FOR IDENTIFICATION
**** SEE PLANTING DETAILS AND NOTES

QTY / SYM — REQUIRED
QTY / SYM — MITIGATION CREDIT

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPECIES %	SPACING	NOTES	DROUGHT TOLERANT	NATIVE
CANOPY TREES										
6	AR	ACER RUBRUM ' AUTUMN FLAME'	AUTUMN FLAME RED MAPLE	4.5" DBH		9.3%	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 5'	NO	YES
12	SP	SABAL PALMETTO	CABBAGE PALM		14' CT	19%	AS SHOWN		YES	YES
9	TD	TAXODIUM DISTICHUM	BALD CYPRESS	4.5" DBH		14%	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 5'	YES	YES
12	IC	ILEX CASSINE	DAHOON HOLLY	4.5" DBH		19%	AS SHOWN	TREE FORM, CLEAR TRUNK TO 5'	YES	YES
6	MG	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD BLANCHARD SOUTHERN MAGNOLIA	4.5" DBH		9.3%	AS SHOWN	TREE FORM, CLEAR TRUNK TO 5'	NO	YES
UNDERSTORY TREES										
11	MV	MAGNOLIA VIRGINIANA 'JIM WILSON'	MOONGLOW SWEETBAY MAGNOLIA	2.5" DBH		17%	AS SHOWN	MULTI-STEM, EVENLY BRANCHED, 3 TO 5 CANES	NO	YES
2	WM	MYRICA CERIFERA	WAX MYRTLE		6' MIN.	3%	AS SHOWN	MULTI-STEM TREE FORM, EVENLY BRANCHED, 3 TO 5 CANES	YES	YES
6	PE	PTYCHOSPERMA ELEGANS	ALEXANDER PALM		12' CT	9.3%			NO	NO
SHRUBS										
32	VO	VIBURNUM OBOVATUM 'MRS SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM		24" MIN.		30" O.C.		YES	YES
101	IG	ILEX GLABRA	INKBERRY		24" MIN.		30" O.C.		YES	YES
69	CI	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM		24" MIN.		36" O.C.	MAINTAIN AT 48" HEIGHT MIN.	YES	YES
27	CA	CALLICARPA AMERICANA	AMERICAN BEAUTYBERRY		24" MIN		36" O.C.		YES	YES
5	IV	ILEX VOMITORIA 'WILL FLEMING'	WILL FLEMING YAUPON HOLLY		3' MIN.		AS SHOWN		YES	YES
73	HP	HAMELIA PATENS	FIREBUSH		24" MIN.		30" O.C.		YES	YES
GRASSES AND GROUNDCOVERS									YES	YES
267	MC	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	#3 CONT.			36" O.C.			
194	ZI	ZAMIA INTEGRIFOLIA	COONTIE	#3 CONT.			36" O.C.		YES	YES
607	SB	SPARTINA BAKERI	SAND CORD GRASS	#3 CONT.			36" O.C.		YES	YES
133	LM	LIROPE MUSCARI	LIROPE	#1 CONT.			18" O.C.		YES	NO
175	IVS	ILEX VOMITORIA 'SCHILLINGS'	DWARF YAUPON HOLLY	#3 CONT.			24" O.C.		YES	YES
	SOD	FLORATAM ST. AUGUSTINE GRASS						CONTRACTOR RESPONSIBLE FOR TAKE-OFF - ALL DISTURBED AREAS NOT PLANT BED TO SOD	NO	NO

NOTE: LANDSCAPE MATERIAL TO BE FIELD ADJUSTED TO AVOID CONFLICTS WITH UTILITIES. NO LANDSCAPE MATERIAL SHALL BE BETWEEN FIRE HYDRANT AND STREET OR WITHIN 3' IN OTHER DIRECTIONS

NOTE: MINIMUM SIZES HAVE BEEN SPECIFIED TO MEET THE MINIMUM SIZE REQUIREMENTS OF THE CITY OF STUART. ALL CALIPER INCHES AND HEIGHTS ARE REQUIRED MINIMUMS, REGARDLESS OF CONTAINER SIZE. PLEASE NOTE THAT CALIPER IS TO BE MEASURED AT 4.5" ABOVE GRADE.

N
0 10 20 40 60
GRAPHIC SCALE 1"=20'-0"

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
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GAMBLE DESIGN COLLABORATIVE
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SITE DEVELOPMENT PLAN FOR
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2551 S. KANNER HWY
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INITIAL REVIEW

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△
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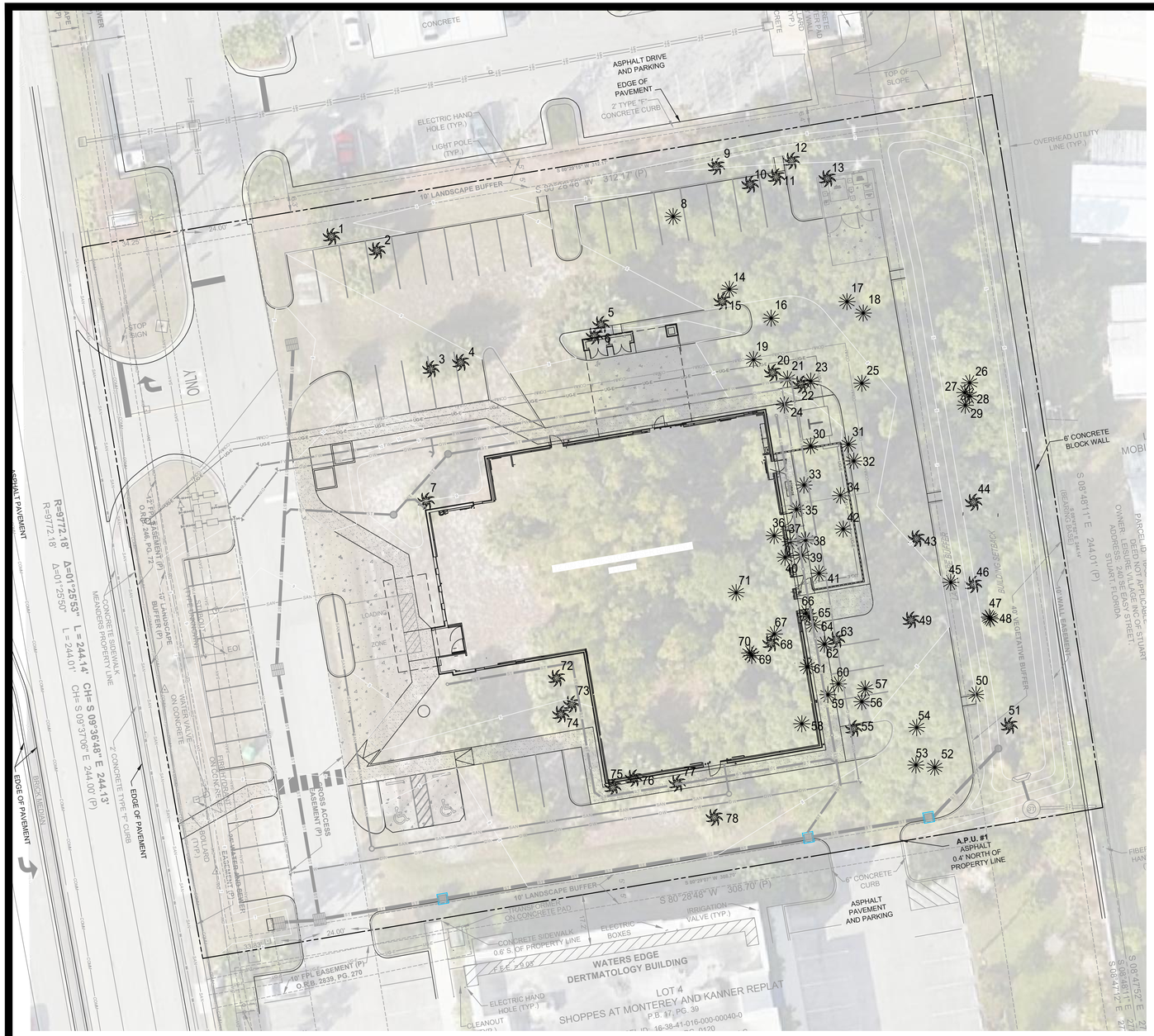
OVERALL LANDSCAPE PLAN
SHEET
L2.0



TREE INVENTORY:

TREE INVENTORY AND ASSOCIATED REMOVAL AND MITIGATION CALCULATIONS ARE PROVIDED BASED ON THE CRITERIA OF STUART LAND DEVELOPMENT CODE 5.05.00.

SURVEY DID NOT INDICATE SPECIES OF PINE AND PALM. BASED ON PRELIMINARY INFORMATION, IT IS ASSUMED THAT ALL PINE ARE SLASH PINE AND WILL BE CALCULATED AS SUCH FOR REPLACEMENT MITIGATION. SPECIES WILL BE CONFIRMED PRIOR TO RESUBMITTAL.

TREE NO.	SPECIES	DBH	NOTES	STATUS
1	PALM	15		REMOVED
2	PALM	14		REMOVED
3	PALM	14		REMOVED
4	PALM	14		REMOVED
5	PALM	13		REMOVED
6	PALM	11		REMOVED
7	PALM	13		REMOVED
8	PINE	10	SPECIMEN	REMOVED
9	PALM	12		REMOVED
10	PALM	13		REMOVED
11	PALM	12		REMOVED
12	PALM	14		REMOVED
13	PALM	11		REMOVED
14	PINE	11	SPECIMEN	REMOVED
15	PALM	12		REMOVED
16	PINE	13	SPECIMEN	REMOVED
17	PINE	16	SPECIMEN	REMOVED
18	PINE	13	SPECIMEN	REMOVED
19	PINE	8		REMOVED
20	PALM	13		REMOVED
21	PINE	9		REMOVED
22	PALM	12		REMOVED
23	PINE	9		REMOVED
24	PINE	10	SPECIMEN	REMOVED
25	PINE	14	SPECIMEN	REMOVED
26	PINE	13	SPECIMEN	REMOVED
27	PINE	8		REMOVED
28	PINE	9		REMOVED
29	PINE	7		REMOVED
30	PINE	9		REMOVED
31	PINE	12	SPECIMEN	REMOVED
32	PINE	6		REMOVED
33	PINE	13	SPECIMEN	REMOVED
34	PINE	8		REMOVED
35	PINE	10	SPECIMEN	REMOVED
36	PINE	9		REMOVED
37	PINE	10	SPECIMEN	REMOVED
38	PINE	8		REMOVED
39	PINE	5		REMOVED
40	PINE	9		REMOVED
41	PINE	10	SPECIMEN	REMOVED
42	PINE	10	SPECIMEN	REMOVED
43	PALM	11		REMOVED
44	PALM	14		REMOVED
45	PINE	8		REMOVED
46	PALM	10		REMOVED
47	PINE	13	SPECIMEN	REMOVED
48	PINE	8		REMOVED
49	PALM	9		REMOVED
50	PINE	9		REMOVED
51	PALM	12		REMOVED
52	PINE	13	SPECIMEN	REMOVED
53	PINE	15	SPECIMEN	REMOVED
54	PINE	16	SPECIMEN	REMOVED
55	PALM	6		REMOVED
56	PINE	10	SPECIMEN	REMOVED
57	PINE	8		REMOVED
58	PINE	15	SPECIMEN	REMOVED
59	PINE	12	SPECIMEN	REMOVED
60	PINE	7		REMOVED
61	PINE	12	SPECIMEN	REMOVED
62	PINE	8		REMOVED
63	PALM	7		REMOVED
64	PINE	12	SPECIMEN	REMOVED
65	PINE	12	SPECIMEN	REMOVED
66	PINE	4		REMOVED
67	PINE	13	SPECIMEN	REMOVED
68	PALM	11		REMOVED
69	PINE	10	SPECIMEN	REMOVED
70	PINE	9		REMOVED
71	PINE	13	SPECIMEN	REMOVED
72	PALM	12		REMOVED
73	PALM	12		REMOVED
74	PALM	10		REMOVED
75	PALM	13		REMOVED
76	PALM	14		REMOVED
77	PALM	12		REMOVED
78	PALM	13		REMOVED

TREE MITIGATION AND CREDIT:

QTY SPECIMEN SLASH PINE REMOVED	TOTAL DBH REMOVED	MITIGATION REQUIREMENT	TOTAL MITIGATION DBH
27 TREES	331 INCHES	1.5 TIMES REMOVED INCHES	497 INCHES

TOTAL MITIGATION DBH	# TREES @ 2.5 DBH	50% MITIGATION ALLOWED	TOTAL MITIGATION DBH
497 INCHES	199 TREES	100 TREES @ 175% PLANT FINDER WHOLESALE	100 TREES @ $XX EACH
			$XX TOTAL PAID TO TREE FUND

NOTE: PLANT FINDER WHOLESALE AMOUNT TO BE CONFIRMED WITH RESUBMITTAL.

BURDEN FOR SITE REPLACEMENT: 100 TREES @ 2.5 DBH
PROVIDED: CREDIT FOR REQUIRED TREES (45 TREE CREDIT)
REPLACEMENT TREES (17 TREE CREDIT)
NATIVE SHRUBS: 1,140 SHRUBS (38 TREE CREDIT)

5.05.02 G - CREDIT TOWARDS TREE REPLACEMENT REQUIREMENTS SHALL BE PROVIDED FOR LANDSCAPING REQUIRED BY SECTION 6.04.00 ONLY IF ALL REQUIRED TREES ARE PLANTED AT 4.5 DBH AND PALMS AT 14 FEET CLEAR TRUNK.

QTY REQUIRED TREES PER 6.04.00	TOTAL PROVIDED TREES @ 4.5 DBH	TOTAL PROVIDED PALMS @ 14' CT	CREDIT TOWARDS REPLACEMENT
39 TREES	33 TREES	12 PALM	45 TREES

5.05.02 L - ADDITIONAL INCHES REQUIRED UNDER THE TREE REPLACEMENT CALCULATION MAY BE CREDITED THROUGH THE PLANTING OF NATIVE UNDERSTORY SHRUBS THAT ARE MADE IN ADDITION TO THE LANDSCAPING CODE REQUIREMENTS.

QTY NATIVE SHRUB PROVIDED @ 3 GAL.	CREDIT PER TABLE 4	CREDIT TOWARDS REPLACEMENT
1,140 SHRUBS	1" CREDIT PER 12 SHRUB	95 INCHES OR 38 TREES

REFER TO SHEET L2.0 FOR REPLACEMENT TREE/SHRUB IDENTIFICATION

N

0 10 20 40 60

GRAPHIC SCALE 1"=20'-0"

TREE SURVEY INFORMATION PROVIDED BY BOWMAN CONSULTING GROUP, LTD. INC.
AERIAL: GOOGLE MAP DATE 2022

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439

keli@gdc-tn.com

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

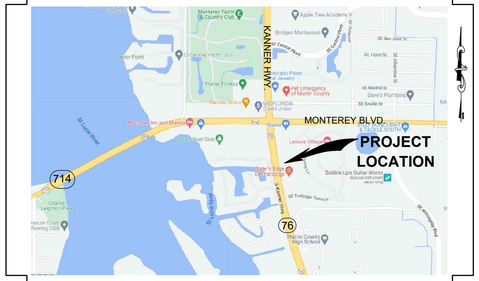
SITE DEVELOPMENT PLAN FOR
STUART - FSER
2551 S. KANNER HWY
STUART, FLORIDA 34994

INITIAL REVIEW

Date: September 28, 2022
Revision Date
△
△
△

TREE LOCATION MAP & REMOVAL CALCULATIONS
SHEET
LI.0

BOUNDARY AND TOPOGRAPHIC SURVEY
LYING IN SHOPPES AT MONTEREY AND KANNER REPLAT, RECORDED IN PLAT BOOK 17, PAGE 39 AND GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST STUART, MARTIN COUNTY, FLORIDA



SUBSURFACE UTILITY ENGINEERING (S.U.E.)

GENERAL NOTES:

BOWMAN CONSULTING EXERCISED THE PROFESSIONAL STANDARD OF CARE IN THE PROPER SELECTION AND APPLICATION OF SURFACE GEOPHYSICAL TECHNIQUES FOR MAPPING THE SUBSURFACE UTILITIES WITHIN THE PROJECT LIMITS AS SHOWN ON THIS DRAWING.

BOWMAN CONSULTING DOES NOT GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES WITHIN THE PROJECT AREA. UTILITY INFORMATION IS BASED ON AVAILABLE FIELD AND RECORD INFORMATION. LOCATION, SIZE, OR DEPTH MAY NOT BE ACCURATE IN ALL AREAS AS THESE MAY HAVE BEEN MODIFIED AT SEGMENTS THAT HAVE NOT BEEN VERIFIED.

DESIGNATED UTILITIES MEET ASCE AND THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION DEFINITION FOR QUALITY LEVEL STANDARDS AS DEFINED BELOW.

ASCE C-I 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:

QUALITY LEVEL **A (QLA)** — PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT, WITH THE USE OF EXCAVATING EQUIPMENT, THAT IS NON-DESTRUCTIVE AT CERTAIN AREAS.

QUALITY LEVEL B **(QLB)** — INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. THESE FIELD LOCATED UTILITIES ARE SURVEYED.

QUALITY LEVEL C **(QLC)** — INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D.

QUALITY LEVEL D **(QLD)** — INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

S.U.E. LEGEND

EOI	= END OF ELECTRONIC INFORMATION
—BTV(B)—	UNDERGROUND CATV (QLB)
—BE(B)—	UNDERGROUND ELECTRIC (QLB)
—BFOC(B)—	UNDERGROUND FIBER OPTIC (QLB)
—FM(B)—	UNDERGROUND FORCE MAIN (QLB)
—BT(B)—	UNDERGROUND TELEPHONE (QLB)
—UU—	UNDERGROUND UNKNOWN UTILITY
—W(B)—	UNDERGROUND WATER (QLB)

LEGEND

A.P.U.	= APPARENT PHYSICAL USE
BTM	= BOTTOM
(C)	= CALCULATED DATA
CH	= CHORD BEARING AND DISTANCE
EL.	= ELEVATION
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
F.F.E.	= FINISHED FLOOR ELEVATION
FPL	= FLORIDA POWER & LIGHT
G.P.S.	= GLOBAL POSITIONING SYSTEM
HDPE	= HIGH DENSITY POLYETHYLENE PIPE
INC.	= INCORPORATED
I.D.	= IDENTIFICATION
INV.	= INVERT
L	= ARC LENGTH
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
LTD.	= LIMITED
(M)	= MEASURED
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
O.R.B.	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
P.B.	= PLAT BOOK
PG.	= PAGE
PRM	= PERMANENT REFERENCE MONUMENT
PVC	= POLYVINYL CHLORIDE PIPE
R	= RADIUS
R.T.K.	= REAL TIME KINEMATIC
R/W	= RIGHT-OF-WAY
S.U.E.	= SUBSURFACE UTILITY ENGINEERING
TYP.	= TYPICAL
x14.52	= EXISTING ELEVATION
	= PUBLISHED CONTROL POINT
	= SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
	= SET MAG NAIL AND DISK STAMPED " BOWMAN CG LB 8030"
	= FOUND IRON ROD
	= FOUND CONCRETE MONUMENT
	= BACKFLOW PREVENTER
	= BOLLARD
	= CENTRAL ANGLE
	= CLEANOUT
	= CONCRETE UTILITY POLE
10	= CONTOUR ELEVATION
	= ELECTRIC BOX
	= ELECTRIC HAND HOLE
	= ELECTRIC METER
	= FIBER OPTIC HAND HOLE
	= FIRE DEPARTMENT CONNECTION
	= FIRE HYDRANT
	= IRRIGATION VALVE OR BOX
	= LIGHT POLE
OU	= OVERHEAD UTILITY LINE
	= RISER
SV	= SEWER VALVE
	= SIGN
SAN	= SANITARY SEWER MANHOLE
	= SITE CONTROL POINT
STORM	= STORM MANHOLE
	= WATER VALVE
	= WOOD UTILITY POLE
	= YARD DRAIN
4	= CYPRESS TREE WITH DIAMETER
4	= OAK TREE WITH DIAMETER
4	= SWEETGUM TREE WITH DIAMETER
4	= MISCELLANEOUS TREE WITH DIAMETER
4	= PALM TREE WITH DIAMETER
4	= PINE TREE WITH DIAMETER

LEGAL DESCRIPTION PER O.R.B. 2946, PG. 1

LOT 3 OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 30, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LEGAL DESCRIPTION PER SURVEYOR

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 75,910 SQUARE FEET OR 1.74 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THE SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.

2. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT) AND WERE ESTABLISHED BY R.T.K.-G.P.S. USING A TRIMBLE R-12 RECEIVER ON THE VRS NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE FOLLOWING FDOT CONTROL POINTS:

   "BM2"
   FOUND FDOT BRASS DISK IN CONCRETE STAMPED "76/89/97/B25"
   EL. = 6.51'(N.A.V.D. 88)
   N = 1033035.26
   E = 899186.34

   "BLC2"
   FOUND FDOT ALUMINUM DISK IN CONCRETE STAMPED "SR76-89-20-C2"
   EL. = 5.96' (N.A.V.D. 88)
   N = 1032973.81
   E = 899203.87

   THE BASIS OF BEARING REFERS TO A BEARING OF SOUTH 08°47'52" EAST ALONG THE EAST LINE OF LOT 3, SHOPPES AT MONTEREY AND KANNER REPLAT, AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

3. THE ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE BASED UPON THE FOLLOWING BENCHMARKS:

   "BM2"
   FOUND FDOT BRASS DISK IN CONCRETE STAMPED "76/89/97/B25"
   EL. = 6.51'(N.A.V.D. 88)
   N = 1033035.26
   E = 899186.34

   "BLC2"
   FOUND FDOT ALUMINUM DISK IN CONCRETE STAMPED "SR76-89-20-C2"
   EL. = 5.96' (N.A.V.D. 88)
   N = 1032973.81
   E = 899203.87

4. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON "BM2" AND "BLC2", AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF LESS THAN 0.10 FEET.

5. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

6. THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN FLOOD ZONES "X" AND "SHADED X" PER FLOOD INSURANCE RATE MAP NUMBER 12085C0142H, DATED FEBRUARY 19, 2020.

7. APPARENT PHYSICAL USES:
   1) THE NORTHEAST CORNER OF ASPHALT PAVEMENT CROSSES THE SOUTH PROPERTY LINE AS SHOWN.

8. THE IMAGERY SHOWN HEREON, DATED 2018, WAS OBTAINED FROM THE LABINS.ORG DATABASE AND IS FOR INFORMATIONAL PURPOSES ONLY.

9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

10. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Richard Barnes

Digitally signed by Richard Barnes
Date: 2022.08.17 16:07:47 -04'00'

AUGUST 11, 2022
DATE OF LAST FIELDWORK

RICHARD E. BARNES, JR.
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 5173

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

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Cad file name: P:\031026 – Fulmer Lucus Engineering\031026-01-001 (SUR) – 2551 Kanner Highway ALTA\Survey\Topo Boundary\031026 BNDY TOPO.dwg 8/17/2022

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 29462

Bowman Consulting Group, Ltd., Inc.
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Stuart, FL 34994
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Fax: (772) 220-7881
www.bowmanconsulting.com
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2551 KANNER HIGHWAY
BOUNDARY AND TOPOGRAPHIC SURVEY
MARTIN COUNTY FLORIDA

PROJECT NO
031026-01-001

PLAN STATUS

DATE	DESCRIPTION
XX/XX/XX	XXXXX

FIELD BOOK	PAGE
22-231	2, 25
22-237	38

FIELD CREW: AA,MB,JS,KJ

D.A.L. DRAWN	R.E.B. CHKD

SCALE H: N/A V: N/A

JOB No. 031026-01-001

DATE AUG. 11, 2022

FILE No. 031026 BNDY TOPO

SHEET 1 OF 2

DETAIL "A"
1" = 10'

DETAIL "B"
1" = 10'

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED.
REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD., INC. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

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KANNER HIGHWAY

BOUNDARY AND TOPOGRAPHIC SURVEY

MARTIN COUNTY FLORIDA

PROJECT NO
031026-01-001

PLAN STATUS

DATE	DESCRIPTION

FIELD BOOK PAGE
22-231 2, 25
22-237 38
FIELD CREW: AA,MB,JS,KJ

D.A.L. DRAWN | R.E.B. CHKD

SCALE H: 1" = 20'
V: N/A

JOB No. 031026-01-001

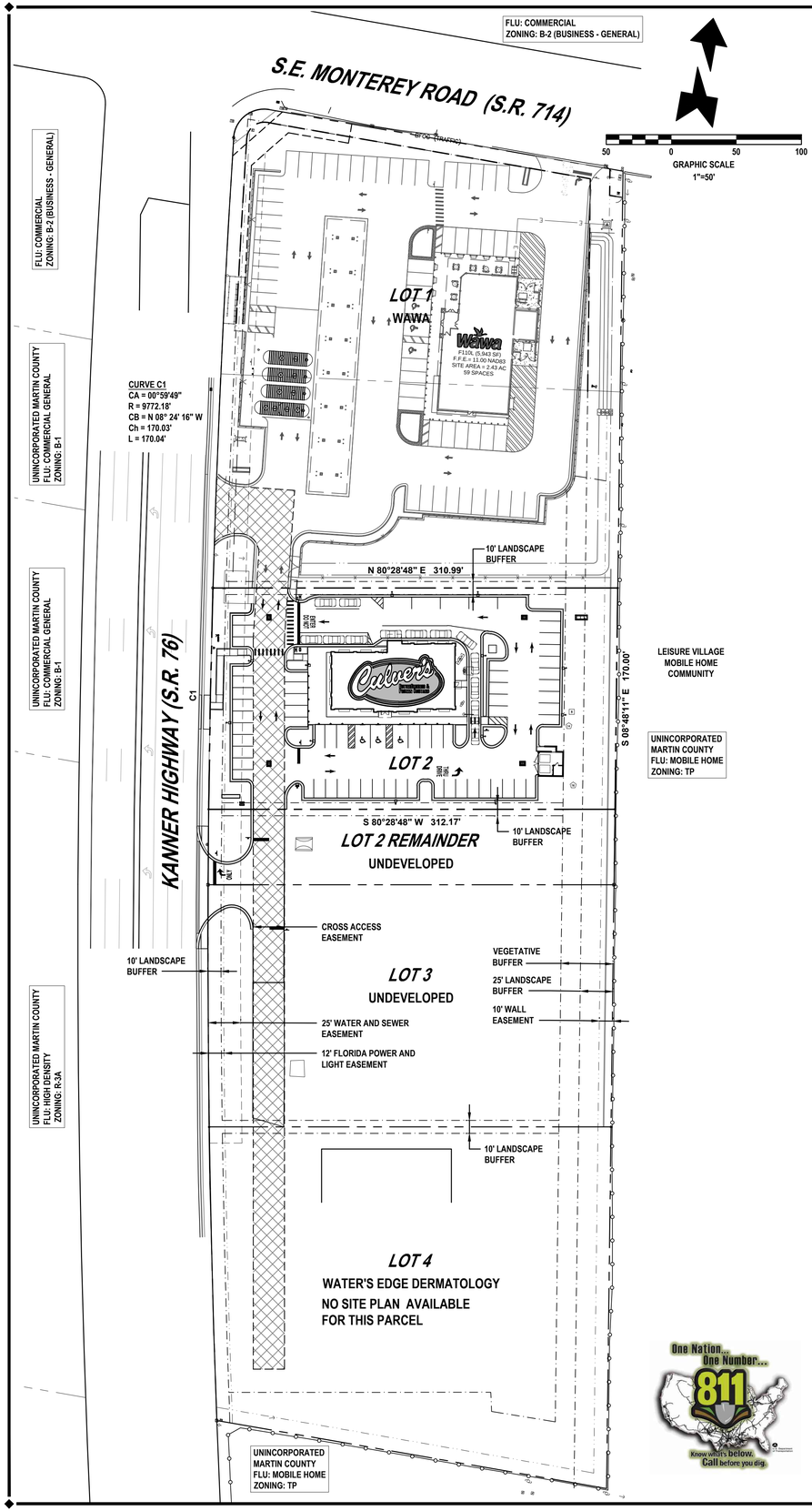
DATE AUG. 11, 2022

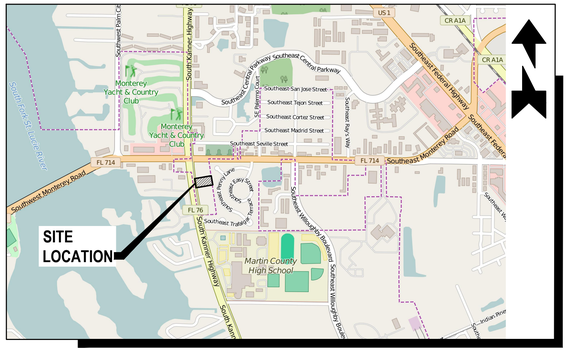
FILE No.
031026 BNDY TOPO

SHEET 2 OF 2

SHOPPES AT MONTEREY AND KANNER PLAT BOOK 17, PAGE 30

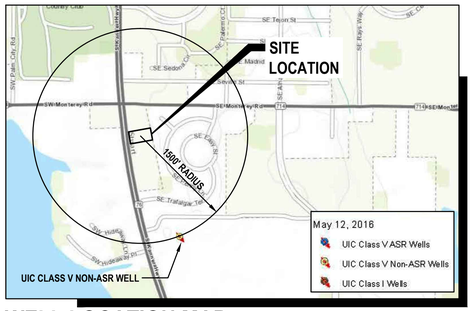
SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA





LOCATION MAP

SCALE: 1" = 1,230'



WELL LOCATION MAP

SCALE: 1" = 1000'

SITE LEGEND

CROSS ACCESS EASEMENT

EXISTING CONCEPTUAL MASTER CPUD SITE DATA

	LOT 1	LOT 2	LOT 3	LOT 4
LOT AREA	2.43 ACRES	1.63 ACRES	1.33 ACRES	1.76 ACRES
MAXIMUM IMPERVIOUS AREA	1.58 ACRES (65%)	1.06 ACRES (65%)	0.86 ACRES (65%)	1.14 ACRES (65%)
MINIMUM OPEN SPACE AREA	0.61 ACRES (25%)	0.41 ACRES (25%)	0.33 ACRES (25%)	0.44 ACRES (25%)
MAXIMUM BUILDING HEIGHT	45'-0"	45'-0"	45'-0"	45'-0"
PHASE	1	3 OR 4	3 OR 4	2
CONSTRUCTION DOCUMENT SUBMITTAL	JANUARY 2015	JUNE 2016	JUNE 2016	JUNE 2015
OBTAIN CERTIFICATE OF OCCUPANCY	DECEMBER 2015	JUNE 2017	JUNE 2017	JUNE 2016

PROPOSED CONCEPTUAL MASTER CPUD SITE DATA

	LOT 1	LOT 2	LOT 3	LOT 4
LOT AREA	2.43 ACRES	1.22 ACRES	1.74 ACRES	1.76 ACRES
MAXIMUM IMPERVIOUS AREA	1.58 ACRES (65%)	0.79 ACRES (65%)	1.13 ACRES (65%)	1.14 ACRES (65%)
MINIMUM OPEN SPACE AREA	0.61 ACRES (25%)	0.31 ACRES (25%)	0.44 ACRES (25%)	0.44 ACRES (25%)
MAXIMUM BUILDING HEIGHT	45'-0"	45'-0"	45'-0"	45'-0"

DRAINAGE STATEMENT

THE SITE WILL PROVIDE FOR NUTRIENT REMOVAL FOR THE VACANT PORTION OF THE SITE, WATER QUALITY, AND ATTENUATION WITHIN THE DRY RETENTION POND. THE REMAINING LOTS WILL ALSO PROVIDE NUTRIENT REMOVAL, WATER QUALITY, AND ATTENUATION, WITHIN DRY DETENTION / RETENTION AREA.

UTILITY STATEMENT

THE PROPOSED DEVELOPMENT WILL BE SERVICED BY A LIFT STATION THAT WILL BE DEDICATED TO THE CITY OF STUART. AN 8" WATER MAIN IS PROPOSED TO BE EXTENDED ALONG KANNER HIGHWAY TO SERVICE THE DEVELOPMENT.

INDEX OF SHEETS

DWG.NO.	DESCRIPTION
1	MASTER CPUD PLAN
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	SITE LAYOUT PLAN
4	LANDSCAPE PLAN
5	DUMPSTER ENCLOSURE DETAILS
A1a	BUILDING FLOOR PLAN
A3	BUILDING ELEVATION
EP-1, 2, 3	BUILDING ELEVATION

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED OF PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2. A DISTANCE OF 170.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 312.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID KANNER HIGHWAY, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 49 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.

DEVELOPMENT NOTES

1. DESIRE OF DEVELOPER: THE DEVELOPER DESIRES TO DEVELOP THE SUBJECT PROPERTY AS A COMMERCIAL PLANNED UNIT DEVELOPMENT, HEREINAFTER "CPUD", AS DESCRIBED IN THE STUART LAND DEVELOPMENT REGULATIONS, HEREINAFTER THE "LDR", AND THAT THE SUBJECT PROPERTY BE ZONED CPUD DISTRICT.
2. INTENT OF DEVELOPER: AS REQUIRED BY THE LDR, IT IS THE INTENTION OF THE DEVELOPER THAT THIS AGREEMENT CONSTITUTES A "MASTER PUD AGREEMENT" AS THAT TERM IS USED IN THE LDR. THE DEVELOPER WILL SUBMIT TO THE CITY ANY AND ALL DOCUMENTS REQUESTED BY THE CITY DEVELOPMENT DIRECTOR THE CITY PLANNING BOARD AND THE CITY COMMISSION IN THE COURSE OF THE PUD REVIEW BY THE CITY. THE DEVELOPER WILL FOLLOW THE PUD ZONING PROCEDURES AS SET FORTH IN THE LDR.
3. USES: THE PROPOSED USES ARE GAS STATION AND CONVENIENCE STORE, RESTAURANT, FAST FOOD WITH DIRVE-THROUGH, PROFESSIONAL OFFICE AND MEDICAL OFFICE.
4. IMPERVIOUS AREA: DEVELOPMENT OF THE SUBJECT PROPERTY AS A CPUD SHALL INCLUDE AN IMPERVIOUS AREA OF NOT MORE THAN SIXTY-FIVE (65%) OF THE TOTAL DEVELOPMENT WITHIN THE CPUD.
5. BUILDING HEIGHT: THE MAXIMUM BUILDING HEIGHT WITHIN THE CPUD SHALL BE 45 FEET ABOVE EXISTING GRADE. HEIGHT SHALL BE MEASURED FROM THE MEAN HIGH ROOF LINE.
6. OPEN SPACE: NOT LESS THAN 25% OF THE CPUD SHALL BE OPEN SPACE AS DEFINED IN THE CITY LAND DEVELOPMENT REGULATIONS. REQUIRED OPEN SPACE MAY INCLUDE NATIVE VEGETATION AREAS AND LANDSCAPE BUFFERS BETWEEN THE CPUD AND ADJACENT PROPERTY. IN THE EVENT THAT LESS THAN 15% OF THE CPUD IS COMPRISED OF NATIVE VEGETATION, THE REQUIRED BALANCE WILL BE PROVIDED THROUGH OFFSITE MITIGATION OR PAYMENT INTO THE CITY TREE FUND.
7. NATIVE VEGETATION: EXCLUDING WETLANDS DEFINED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, NOT LESS THAN 15% OF THE TOTAL DEVELOPMENT SITE SHALL BE PLANTED AS NATIVE VEGETATION AREA. THE REQUIRED NATIVE VEGETATION AREA MAY INCLUDE OPEN SPACE AREAS AND THE LANDSCAPE BUFFER BETWEEN THE SITE AND ADJACENT PROPERTY. THE LOCATION OF THE NATIVE VEGETATION AREA SHALL BE DETERMINED USING A STUDY OF THE SITE WITH CONSIDERATION TO THE VALUE OF EXISTING VEGETATION.
8. TREE SURVEY: THE DEVELOPER SHALL PROVIDE A CERTIFIED TREE SURVEY PRIOR TO OR WITH SUBMITTAL OF THE FINAL SITE PLAN TO DETERMINE THE EXISTENCE ON THE SUBJECT PROPERTY OF ANY OF THE PROTECTED SPECIES LISTED IN THE LDR. THE SURVEY SHALL IDENTIFY THE TYPE AND SIZE OF PROTECTED AND SPECIMEN TREES.
9. LANDSCAPE REQUIREMENTS: THE LANDSCAPING WITHIN THE CPUD SHALL MEET THE REQUIREMENTS OF THE CITY LAND DEVELOPMENT REGULATIONS, HOWEVER, ADDITIONAL LANDSCAPING MAY BE REQUIRED BY THE CITY IN THE EVENT THE DEVELOPER PROPOSES TO VARY FROM THE MINIMUM REQUIREMENTS OF THE LAND DEVELOPMENT REGULATIONS FOR ANY PORTION OF THE CPUD.
10. PARKING: PARKING WITHIN THE CPUD SHALL COMPLY WITH THE LDR. PARKING AREAS SHALL BE INTERCONNECTED THROUGHOUT THE CPUD AND, WHERE FEASIBLE, WITH ADJACENT PROPERTIES.
11. PEDESTRIAN ACCESS ROUTES: ALL BUILDINGS AND STRUCTURES SHALL HAVE A WALKWAY CONNECTION WITH THE OFF-SITE SIDEWALK SYSTEM.
12. SIGNAGE: ALL SIGNS TO BE LOCATED WITHIN THE CPUD SHALL COMPLY WITH THE LDR.
13. INGRESS / EGRESS: THE CPUD SHALL BE DESIGNED TO LIMIT THE NUMBER OF CURB-CUTS REQUIRED FOR INGRESS AND EGRESS TO AND FROM THE CPUD.
14. BUILDING SPECIFICATIONS: NO TRAILERS, PRE-FABRICATED OR MODULAR STRUCTURES SHALL BE PERMITTED EXCEPT ON A TEMPORARY BASIS TO ASSIST IN DEVELOPMENT AND WITH SALES OF REALTY WITHIN THE CPUD. SUCH TRAILERS OR STRUCTURES SHALL BE REMOVED WITHIN THIRTY DAYS OF A DIRECTION TO DO SO ISSUED BY THE CITY DEVELOPMENT DIRECTOR. FAILURE TO REMOVE SUCH A TRAILER OR STRUCTURE ACCORDINGLY SHALL BE DEEMED A VIOLATION OF CITY CODE.
15. ARCHITECTURAL SPECIFICATIONS: THE ARCHITECTURAL THEME AND MATERIALS OF THE DEVELOPMENT WITHIN THE CPUD MAY BE SUBMITTED AND REVIEWED IN CONJUNCTION WITH THE FINAL SITE PLAN.
16. STATEMENT OF COMMITMENT TO COMPLY WITH THE CITY COMPREHENSIVE PLAN AND LDR: SUBJECT TO THE PROVISIONS OF THE LDR, THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE CITY COMPREHENSIVE PLAN AND OF THE LDR INCLUDING BUT NOT LIMITED, LANDSCAPING, PARKING, STORMWATER MANAGEMENT, RESOURCE PROTECTION, FIRE REGULATIONS, AND PLANNED UNIT DEVELOPMENT REGULATIONS APPLICABLE TO THE PROPERTY AT THE TIME OF PERMITTING.
17. BUILDING PERMITS: NO BUILDING PERMITS SHALL BE ISSUED BY THE CITY FOR ANY DEVELOPMENT WITHIN THE CPUD DISTRICT UNTIL A FINAL DEVELOPMENT PLAN HAS BEEN SUBMITTED AND APPROVED BY THE CITY IN ACCORDANCE WITH THE LDR.

GENERAL SITE INFORMATION

1. FOR LEGAL DESCRIPTION, BOUNDARY INFORMATION AND BENCHMARK INFORMATION, SEE SITE SURVEY SHEET.
2. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL FIELD STAKE THE PROJECT GEOMETRY TO ENSURE PROPOSED DIMENSIONS FIT EXISTING CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARISE.
3. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
4. CONTRACTOR SHALL MATCH PROPOSED CONCRETE AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
5. CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, BUILDING, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
6. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF STUART AND ALL OTHER APPLICABLE AGENCY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
7. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.

REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS
9/15/16	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209

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Civil Engineering
Land Development
Construction Engineering & Inspection

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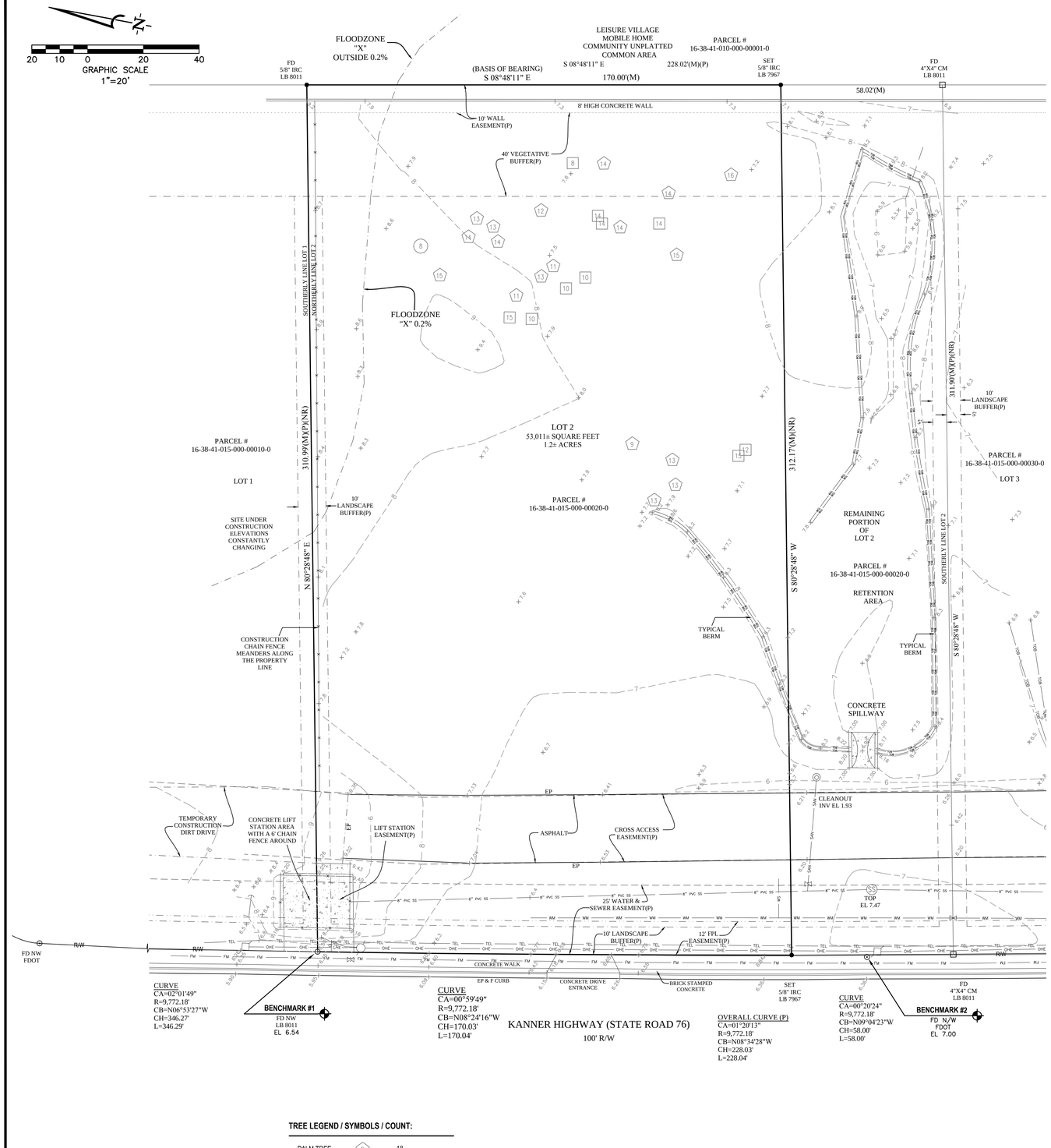
MASTER CPUD PLAN
CULVER'S
2501 S KANNER HIGHWAY
STUART, FLORIDA 34956

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND SEALED

PROJECT No:	2016-37
DATE:	JUNE 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

1



LEGAL DESCRIPTION:

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED OF PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 170.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 312.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID KANNER HIGHWAY, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 49 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE ASSSUMED (S 08°48'11" E) ALONG THE EASTERLY LINE OF SHOPPES AT MONTEREY AND KANNER SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION PER OFFICIAL RECORD BOOK 2830, PAGES 2797 - 2799, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND NEW PER A1A GEO, INC.
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
4. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), CITY OF STUART, FLORIDA, COMMUNITY NO. 120165, MAP NO. 12085C0142 G, DATED: MARCH 16, 2015. THE PROPERTY IS IN FLOOD ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD. THE BASE 100 YEAR FLOOD ELEVATION IS NONE.
5. ACCURACY STATEMENT: THE ACCURACY OF THE BOUNDARY CONTROL OF THE SUBJECT PROPERTY IS. COMMERCIAL / HIGH RISK: THE CLOSURE IS : 1 : 10,000, THE MINIMUM RELATIVE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATIONS OF A CLOSED GEOMETRIC FIGURE IS FOUND TO EXCEED THIS REQUIREMENT.
6. DATA SOURCES:
   ELEVATIONS REFER TO (NAVD 88) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF.
   BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK, DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION B 755, PID DO7367, ELEVATION 6.16 FEET.
   A.) BENCHMARK #1 FD NAIL & WASHER LB 8011 ELEVATION = 6.54 FEET
   B.) BENCHMARK #2 FD NAIL & WASHER FDOT ELEVATION = 7.00 FEET
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
   A.) SHOPPES AT MONTEREY AND KANNER, AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS MARTIN COUNTY, FLORIDA.
8. NO TITLE INFORMATION PROVIDED TO THIS SURVEYOR AT THE TIME OF SURVEY.
9. LIMITATIONS:
   A.) WHEN SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WHEN FURNISHED TO THIS SURVEYOR, EXCEPT, AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUES RULE 5J-17.052(2)(d)(4)
   B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.
   C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b(6)
   D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.
   E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.
   F.) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
   1.) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST.
   2.) JURESDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST/ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   3.) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   4.) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   5.) GEO-TECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.
   G.) TOPOGRAPHIC SURVEY:
   1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
   2.) OFFSITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

ABBREVIATIONS / LEGEND:

A/C	AIR CONDITIONER
CA	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD DISTANCE
(C)	CALCULATED
C/O	CARE OF
DEC.	DECORATIVE
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
EL	ELEVATION
F.F.	FINISH FLOOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE (AS NOTED)
IPC	IRON PIPE & CAP (AS NOTED)
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
L	LENGTH
FPL	FLORIDA POWER & LIGHT
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM
No.	NUMBER
N/P	NOT POSTED ON PANEL
(NR)	NON RADIAL
(P)	PLAT
PG	PAGE
P.A.	PROFESSIONAL ASSOCIATION
PKD	PARKER KALON NAIL & DISK (AS NOTED)
P.O.	POST OFFICE
PRM	PERMANENT REFERENCE MONUMENT
PVC	POLY VINYL CHLORIDE
R	RADIUS
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SAN	SANITARY SEWER
WO#	WORK ORDER NUMBER
WM	WATER MAIN
	X-CUT (AS NOTED)
	IRON ROD &/ OR CAP (AS NOTED)
	4" X 4" CONCRETE MONUMENT (AS NOTED)
	IRON PIPE &/ OR CAP (AS NOTED)
	NAIL & DISK (AS NOTED)
	BENCHMARK
	SEWER VALVE
	SIGN
	WOOD POWER POLE
	CONCRETE POWER POLE
	UTILITY BOX
	GUY ANCHOR
	WATER VALVE
	FIRE HYDRANT
	CLEANOUT
	SANITARY SEWER MANHOLE
	WATER METER
X 7.4	EXISTING GROUND ELEVATION
X 6.35	EXISTING HARD ELEVATION
OHE	OVERHEAD ELECTRIC
TEL	UNDERGROUND TELEPHONE LINE
FM	FORCE MAIN LINE
WM	WATER LINE
8" PVC SS	SIZE & TYPE SANITARY LINE
SAN	SEWER LINE
UGP	UNDERGROUND POWER LINE
WS	WATER SERVICE
	CONCRETE HATCH
	DECORRATIVE CONCRETE HATCH

TREE LEGEND / SYMBOLS / COUNT:

PALM TREE	8	18
OAK TREE	12	1
PINE TREE	10	10
		29 TOTAL

REVISIONS:	PROJECT No: 2015-125 FIELD WORK BY: DM DATE: 03/28/16 OFFICE WORK BY: AM DATE: 03/29/15 FIELD BOOK - PAGE: 8-?? SCALE: 1"=20'	PREPARED FOR THE EXCLUSIVE USE OF: --

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE 1" = 20' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK.

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/05/2016

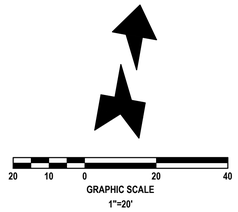
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ANTHONY SANZONE

TYPE OF SURVEY:
BOUNDARY, TOPOGRAPHIC & SPECIAL PURPOSE

MAP SUBJECT:
Culver's - Stuart

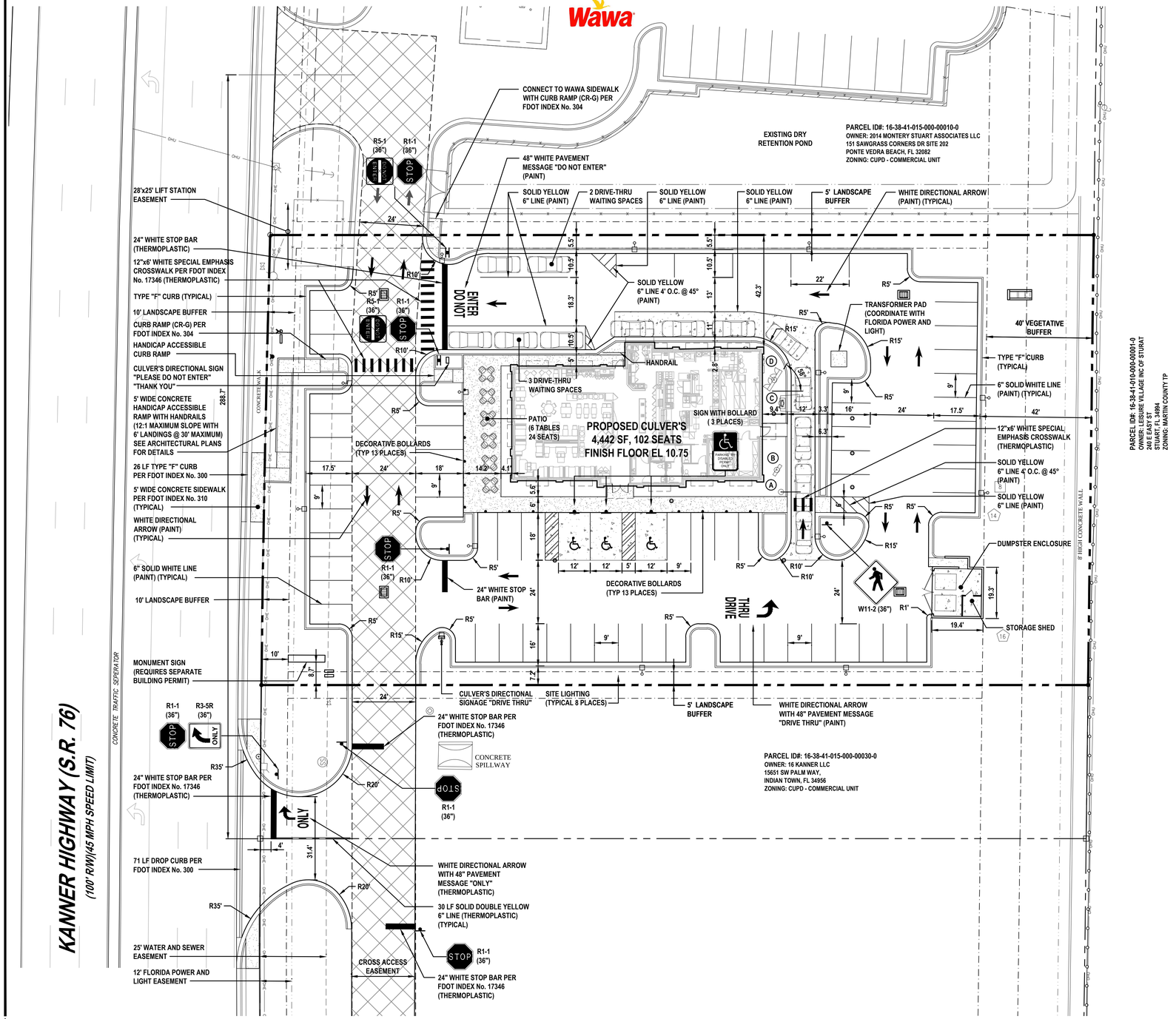
ADDRESS:
S Kanner Hwy
Stuart, FL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1366 N U.S. HWY 1, Ste 602 Ormond Beach Florida 32174
Voice: 386.672.3633 a1ageo.com
LB # 7967 LS # 6309



DRIVE THRU KEY:

- (A) VEHICLE HEIGHT DETECTOR (9'-6" CLEARANCE)
- (B) PRE-SELL MENU BOARD
- (C) DRIVE THRU CANOPY AND SPEAKER
- (D) DRIVE THRU ORDER MENU BOARD



SITE DATA

TOTAL SITE AREA	1.217 ACRES (53,011 SF)
FUTURE LAND USE	COMMERCAIL
EXISTING ZONING	CPUD
EXISTING USE	VACANT
PROPOSED USE	RESTAURANT
BUILDING COVERAGE	4,442 SF
BUILDING STORIES	1-STORY
FAR	8.4%
PROPERTY CONTROL #	SHOPPES AT MONTEREY & KANNER - LOT 2

OPEN SPACE	SQ. FT	ACRE	%
OPEN SPACE REQUIRED	13,253	0.304	25.0
OPEN SPACE PROVIDED	11,375	0.261	21.4
NATIVE VEGETATION BUFFER AREA	6,801	0.156	12.8
REMAINING PERIMETER LANDSCAPE BUFFERS	4,574	0.105	8.6

IMPERVIOUS AREAS	SQ. FT	ACRE	%
BUILDING COVERAGE	4,442	0.102	8.4
PAVEMENT / SIDEWALKS	29,786	0.684	56.2
TOTAL	34,228	0.786	64.6

PERVIOUS AREAS	SQ. FT	ACRE	%
NATIVE VEGETATION BUFFER AREA	6,801	0.156	12.8
REMAINING PERIMETER LANDSCAPE BUFFERS	4,574	0.105	8.6
INTERIOR LANDSCAPE AREAS	7,408	0.170	15.4
TOTAL	18,783	0.431	35.4

PARKING REQUIREMENTS	REQUIRED	PROVIDED
RESTAURANT-GENERAL (1 SPACE PER 3 SEATS) 126 SEATS / 3	42 SPACES	67 SPACES 64 STANDARD + 3 HANDICAP

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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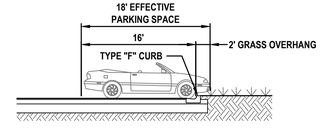
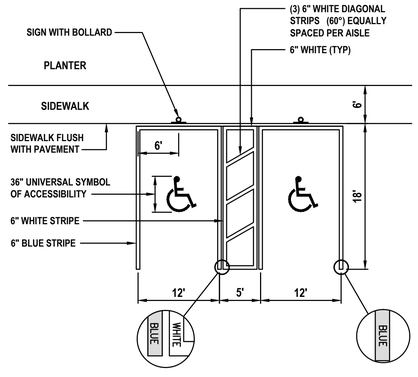


PARKING SPACE OVERHANG DETAIL

SCALE: 1" = 10'



HANDICAP PARKING STRIPING

(UNIVERSAL SPACES PER FLORIDA ADA)

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209
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Civil Engineering
Land Development
Construction Engineering & Inspection

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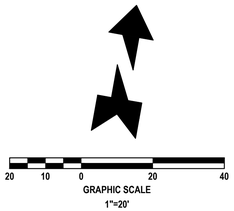
SITE LAYOUT PLAN
CULVER'S
2501 S KANNER HIGHWAY
STUART, FLORIDA 34956

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID UNLESS SIGNED AND SEALED

PROJECT No:	2016-37
DATE:	JUNE 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER
3



XERIC LANDSCAPE CHART

OPTION		POINTS
1	UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH.	5
2	PLAN SUBMITTED WITH LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN.	5
3	51% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST.	10
4	51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10
5	51% OR MORE OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10
6	25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	5
8	UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10
TOTAL		55



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE SPECIES?
CANOPY TREES					
AR	6	ACER RUBRUM	RED MAPLE	12' HGT., 6' SPR., 3" DBH	YES
IO	8	ILEX OPACA	AMERICAN HOLLY	12' HGT., 6' SPR., 3" DBH	YES
MG	2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	12' HGT., 6' SPR., 3" DBH	YES
PO	7	PLATANUS OCCIDENTALIS	SYCAMORE	12' HGT., 6' SPR., 3" DBH	YES
QV	5	QUERCUS VIRGINIANA	LIVE OAK	12' HGT., 6' SPR., 3" DBH	YES
SM	4	SWIETENIA MAHAGONI	MAHOGANY	12' HGT., 6' SPR., 3" DBH	YES
TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	12' HGT., 6' SPR., 3" DBH	YES
SUBTOTAL	42				42 YES / 0 NO
UNDERSTORY TREES					
CS	1	CASSIA SURATTENSIS	GLAUCOUS CASSIA	12' HGT., 6' SPR., 2.5" DBH	YES
LS	7	LAGERSTROMIA SPECIOSA	QUEENS CREPE MYRTLE	12' HGT., 6' SPR., 2.5" DBH	YES
TH	9	TABEBUIA HETEROPHYLLA	PINK TAB OR TRUMPET TREE	12' HGT., 6' SPR., 2.5" DBH	YES
SUBTOTAL	17				17 YES / 0 NO
PALM TREES					
PR	5	PHOENIX ROEBELENII	PYGMY DATE PALM	5' HGT., TRIPLE, FULL	NO
PE	5	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	8' CLEAR TRUNK	YES
RR	6	ROYSTONEA REGIA	ROYAL PALM	12' CLEAR TRUNK	YES
RE	2	RHAPIS EXCELSA	LADY PALM	7 GAL., 4' HGT., 5 - 7 STEMS	NO
WR	6	WASHINGTONIA ROBUSTA	MEXICAN WASHINGTON PALM	12' - 16' CLEAR TRUNK	YES
SUBTOTAL	24				17 YES / 7 NO
SHRUBS					
CE	101	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTONWOOD	3 GAL.,24" HGT., FULL, 30" O.C.	YES
CI	40	CHRYSOBALANUS ICACO	COCOPLUM	3 GAL., 24" HGT., FULL, 30" O.C.	YES
CU	47	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL., 24" HGT., 30" O.C.	YES
IVS	30	ILEX VOMITORIA NANA	DWARF YOUPON HOLLY	3 GAL., 18" HGT., FULL, 36" O.C.	YES
IX	43	IXORA SSP.	RED TAIWAN DWARF IXORA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
ROSA	109	ROSA SSP.	RED KNOCKOUT ROSE	3 GAL., 18" HGT., FULL, 30" O.C.	YES
VW	188	VIBURNUM OBOVATUM	WALTERS VIBURNUM	3 GAL., 24" HGT., FULL, 30" O.C.	YES
VW1	17	VIBURNUM OBOVATUM	WALTERS VIBURNUM	10 GAL., 48" HGT., FULL, 48" O.C.	YES
SUBTOTAL	575				532 YES / 43 NO
GROUNDCOVER					
CR	88	CATHARANTHUS ROSEUS	PERIWINKLE	1 GAL., 12" HGT., 24" O.C.	YES
HL	29	HYMENOCALLIS LATIFOLIA	SPIDER LILY	1 GAL., 12" HGT., 24" O.C.	YES
SY	187	SYSIRINCHIUM	BLUE EYED GRASS	1 GAL., 12" HGT., 24" O.C.	YES
UL	112	URECHITES LUTEA	WILD ALLAMANDA	3 GAL., 20" HGT., 30" O.C.	YES
SUBTOTAL	416				416 YES / 0 NO
GRASSES					
MC	158	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., 30" O.C.	YES
SB	123	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 20" HGT., 36" O.C.	YES
SUBTOTAL	281				281 YES
TOTAL	1355				1305 YES / 50 NO

NOTE:
1. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 3' DIAMETER MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED.

BUFFER CALCULATIONS:

WEST BUFFER (KANNER HIGHWAY): 10 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 170.04 / 30 = 6 TREES (12 UNDERSTORY TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

NORTH BUFFER (NORTH PROPERTY LINE): 5 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 285.21 / 30 = 10 TREES (11 TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

SOUTH BUFFER (SOUTH PROPERTY LINE): 5 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 288.17 / 30 = 10 TREES (11 TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

EAST BUFFER (EAST PROPERTY LINE): 40 FT WIDE BUFFER (PER PLAT)

REQUIRED TREE: 1 TREE PER 30 LF = 170.00 / 30 = 6 TREES (11 TREES PROVIDED, 3 EXISTING)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

TOTAL TREE REQUIREMENT:

1 TREE PER 2,500 SQUARE FEET OF PROPERTY
TOTAL TREES REQUIRED = 53,011 SF x 1 / 2,500 SF = 22 TREES

PROVIDE A SHADE TREE FOR EACH ADDITIONAL 500 SF OF PARKING IMPERVIOUS SURFACE

REQUIRED PARKING = 42 SPACES
PROVIDED PARKING = 67 SPACES

25 ADDITIONAL PARKING SPACES x 100 SF PER SPACE = 2,500 SF

TOTAL REQUIRED ADDITIONAL SHADE TREES = 2,500 SF x 1 TREE / 500 SF = 5 SHADE TREES

TOTAL REQUIRED TREES = 27 TREES

TOTAL TREES PROVIDED
PROPOSED SHADE TREES = 42 TREES
PROPOSED UNDERSTORY TREES = 17 TREES
PROPOSED PALM TREES (12' HEIGHT) = 12 TREES
EXISTING TREE TO REMAIN = 3 TREES

TOTAL TREES = 74 TREES

TOTAL LANDSCAPE AREA REQUIREMENT:

20% OF TOTAL SITE AREA REQUIRED TO BE LANDSCAPED
TOTAL LANDSCAPE AREA REQUIRED = 53,011 x 0.20 = 10,602 SF (20.0%)
TOTAL LANDSCAPE AREA PROVIDED = 18,783 SF (35.4%)

SHADE TREE REQUIREMENT:

50% OF PLANTED TREES REQUIRED TO BE SHADE TREES
SHADE TREES / TOTAL TREES x 100 = 42 / 71 x 100 = 59.2%

GRASS AREAS

BAHIA SOD (NATIVE, DROUGHT TOLERANT)	2,059 SF	(34.1%)
SAND CORDGRASS	1,198 SF	(19.9%)
PINK MUHLY GRASS	1,503 SF	(24.9%)
ST. AUGUSTINE SOD (NOT NATIVE)	1,270 SF	(21.1%)
TOTAL GRASS	6,030 SF	(100.0%)

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ANY PLANT MATERIALS OF WHATSOEVER TYPE AND KIND REQUIRED BY THESE REGULATIONS SHALL BE REPLACED WITHIN THIRTY (30) DAYS OF THEIR DEMISE AND/OR REMOVAL.
3. CWC REAL PROPERTIES, LLC. SHALL BE RESPONSIBLE TO PERFORM LANDSCAPE MAINTENANCE. MAINTENANCE TO INCLUDE: MOWING, EDGING AND TRIMMING OF GRASS AREAS; CONTROLLING WEEDS, INSECT PEST AND DISEASES IN GRASS AREAS; MAINTAINING FLOWERS, SHRUBS AND TREES; MAINTAINING IRRIGATION SYSTEMS.
4. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
5. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
6. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
7. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
8. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
9. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
10. ALL PLANTING BEDS SHALL BE TREATED WITH 'ROUND-UP' AND 'RONSTAR'. USE AS DIRECTED BY MANUFACTURERS.
11. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
12. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
13. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
14. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
15. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
16. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
17. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
18. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
19. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 672-9515.
20. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
21. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
22. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH ST. AUGUSTINE FLORITAM UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
23. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
24. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
25. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
26. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
27. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
28. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
29. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
30. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
31. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.

TREE PRUNING NOTE:

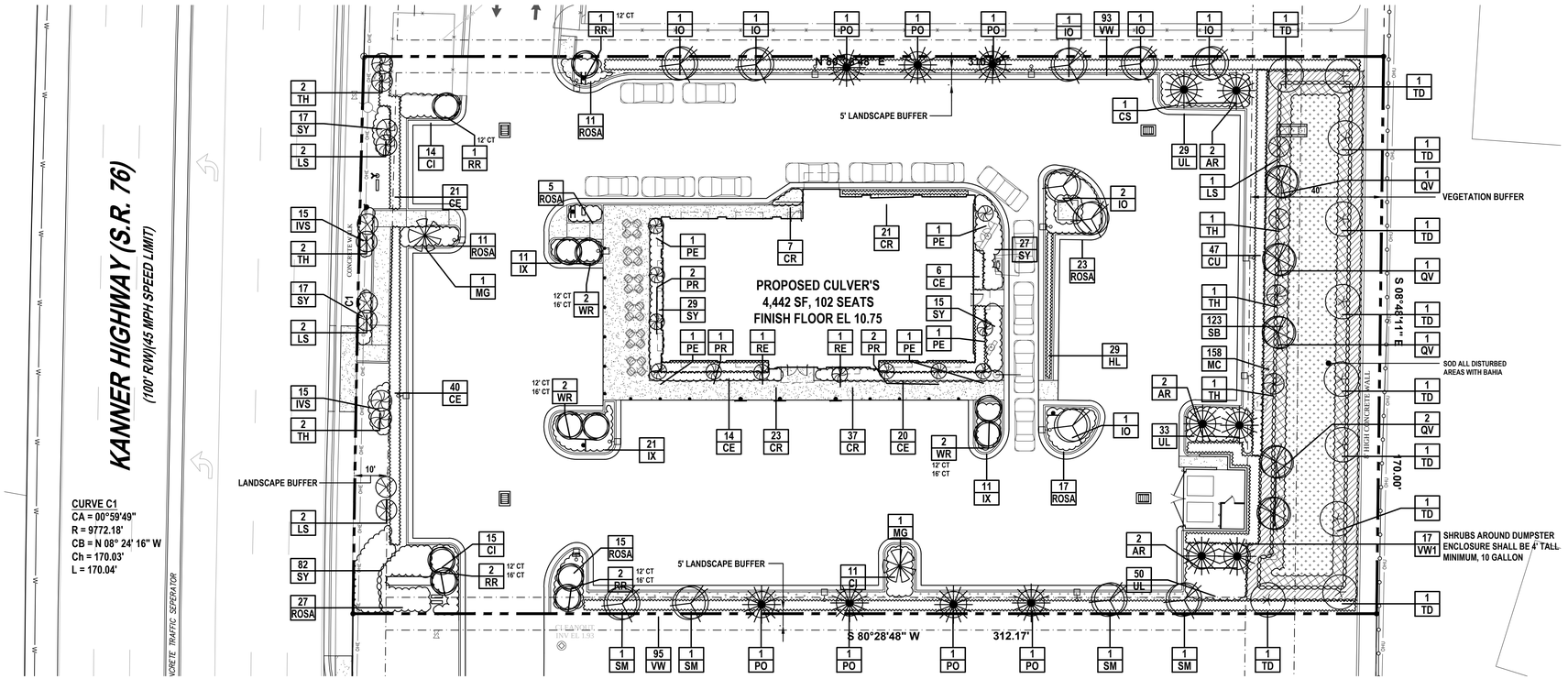
REMOVE ALL EXISTING UNDERBRUSH AND GROUND COVERS WITHIN LANDSCAPE BUFFERS. PRUNE ALL TREES TO REMAIN IN ACCORDANCE WITH ANSI A 300 PRUNING STANDARDS AS PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA).

LANDSCAPE CERTIFICATION

1. A REGISTERED LANDSCAPE ARCHITECT OR OTHER PERSON AS AUTHORIZED BY CHAPTER 481, FLORIDA STATUTES, AS AMENDED, OR OTHER TYPE OF PROFESSIONAL AS APPROVED BY THE COUNTY ADMINISTRATOR OR DESIGNEE, SHALL CONDUCT A FINAL FIELD INSPECTION. A CERTIFICATE OF COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION SHALL BE PROVIDED TO THE COUNTY AND THE PROPERTY OWNER PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY (CO). IF THE PROPERTY OWNER INSTALLS THE LANDSCAPING AND IRRIGATION, THE OWNER SHALL ACT AS THE CERTIFYING AGENT.
2. INSTALLATION PRIOR TO CO. PRIOR TO ISSUANCE OF ANY CO, OR WHERE NO CO IS REQUIRED, PRIOR TO FINAL INSPECTION OR THE USE OF THE LOT, ALL REQUIRING LANDSCAPING SHALL BE INSTALLED AND IN PLACE AS SET OUT IN THE APPROVED LANDSCAPE PLANS. IN CASES WHERE TIMELY INSTALLATION OF LANDSCAPING IS NOT PRACTICABLE DUE TO THE SEASON OR SHORTAGE, AS DETERMINED BY THE COUNTY ADMINISTRATOR OR DESIGNEE, A BOND SATISFACTORY TO THE ENGINEERING SERVICES DEPARTMENT SHALL BE POSTED UNTIL THE PLANTING OCCURS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- PINK MUHLY GRASS
- SAND CORDGRASS
- 35 HN — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)



RICHARD L. POORE, LA
PLANNER & LANDSCAPE ARCHITECT
339 GATEWOOD COURT • ORMOND BEACH, FLORIDA 32174
CELL: (386)212-8491 • RLA# 0000533

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REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS
9/15/16	CITY COMMENTS

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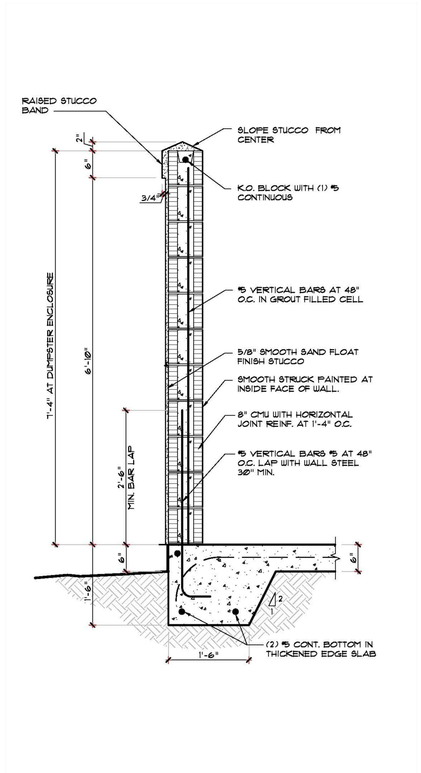
LANDSCAPE PLAN
CULVER'S
2501 S KANNER HIGHWAY
STUART, FLORIDA 34956

REGISTERED LANDSCAPE ARCHITECT
RICHARD L. POORE
LA533
STATE OF FLORIDA
NOT VALID UNLESS SIGNED AND SEALED

PROJECT No:	2016-37
DATE:	JUNE 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

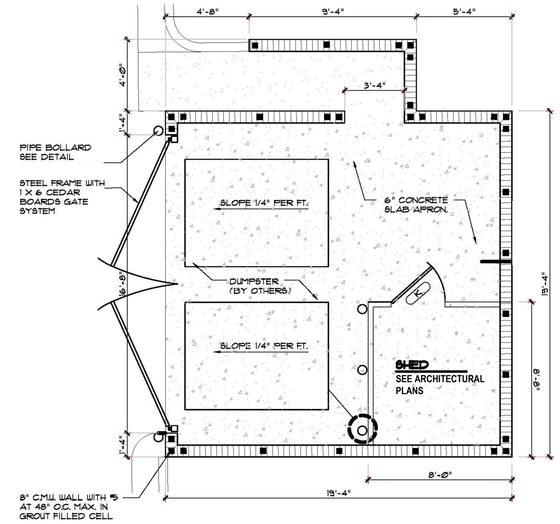
DRAWING NUMBER

4



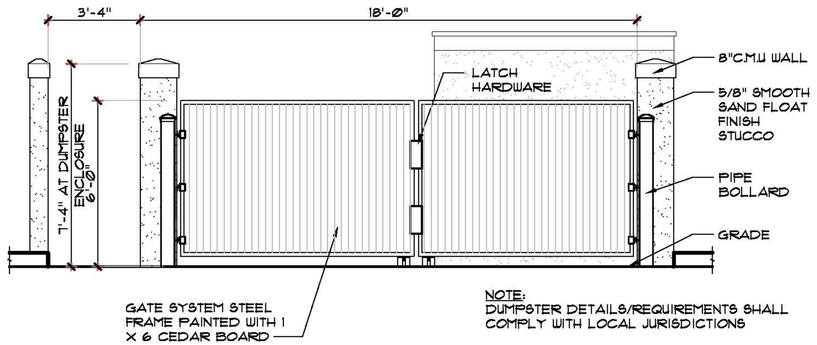
WALL SECTION AT DUMPSTER ENCLOSURE

NOT TO SCALE



DUMPSTER ENCLOSURE PLAN

NOT TO SCALE



DUMPSTER ENCLOSURE ELEVATION

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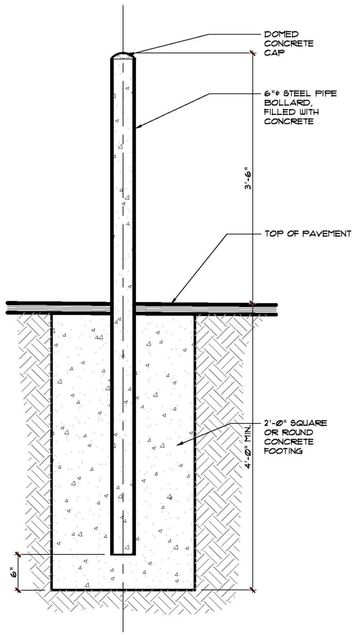

DUMPSTER BOLLARD

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS

NEWKIRK ENGINEERING

1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com

Certificate of Authorization No. 30209
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Civil Engineering
Land Development
Construction Engineering & Inspection

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DUMPSTER ENCLOSURE DETAILS

CULVER'S
2501 S KANNER HIGHWAY
STUART, FLORIDA 34956

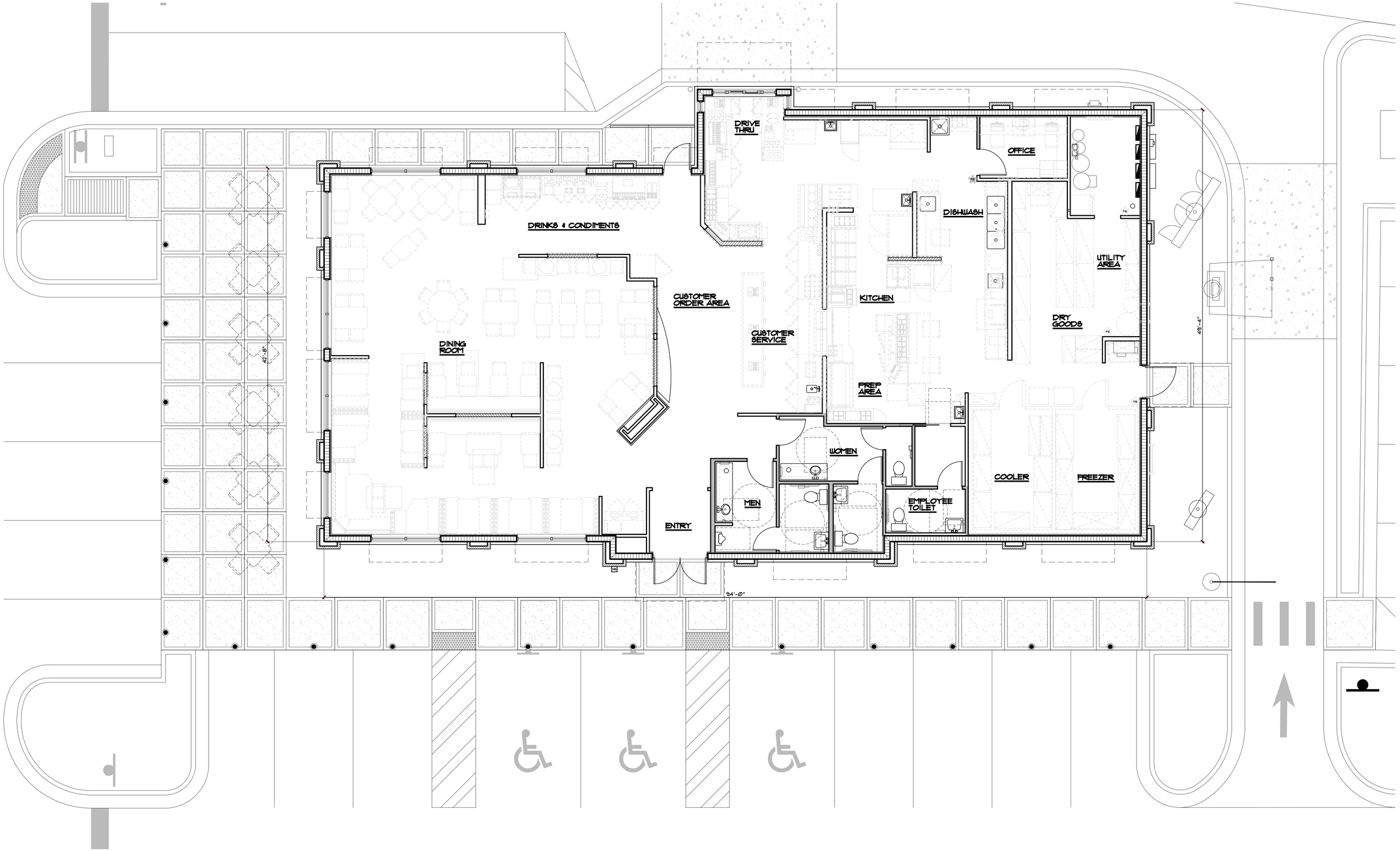
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOT VALID UNLESS SIGNED AND SEALED

PROJECT No:	2016-37
DATE:	JUNE 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

5



1 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

REVISIONS	BY

OLIVERI ARCHITECTS
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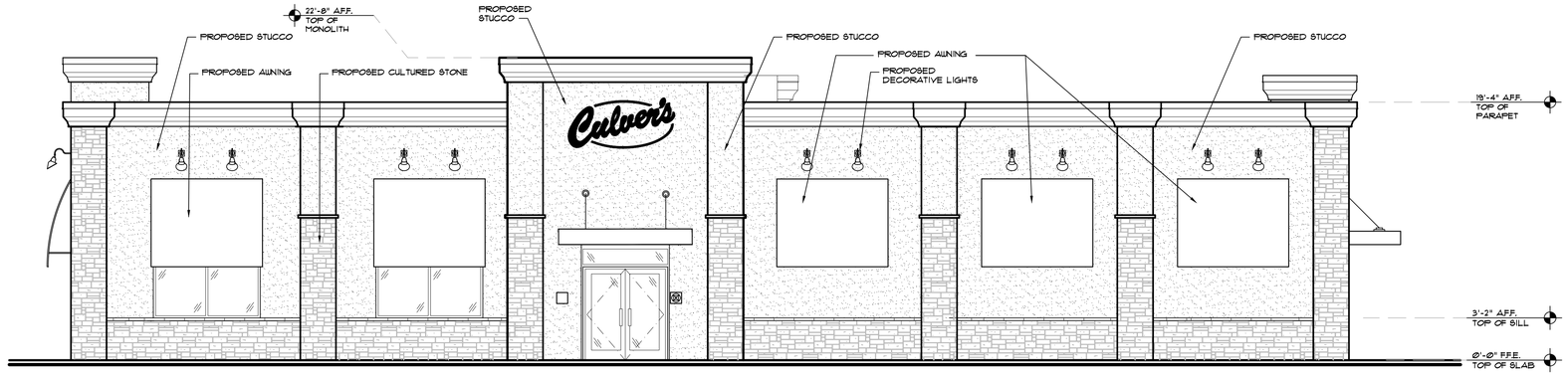
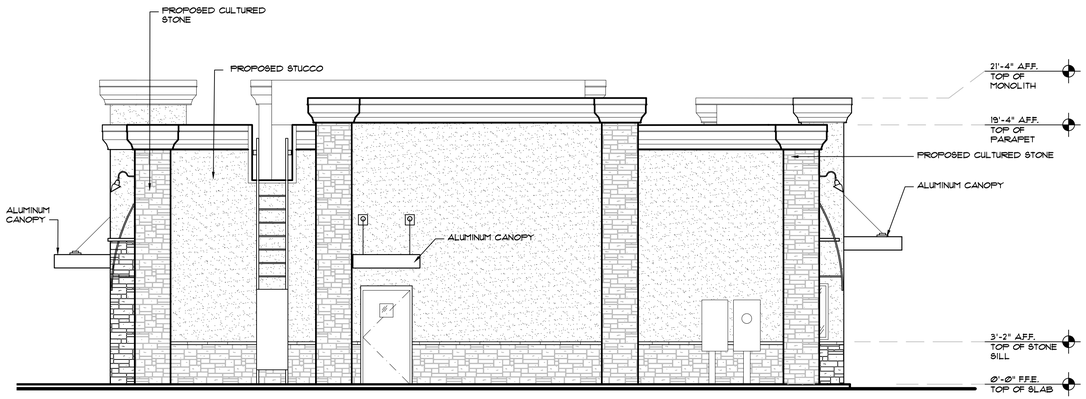
Joseph L. Oliveri, AIA
State of Florida
License #AR0014028

New Free Standing Culver's Kanner Highway Stuart, Florida

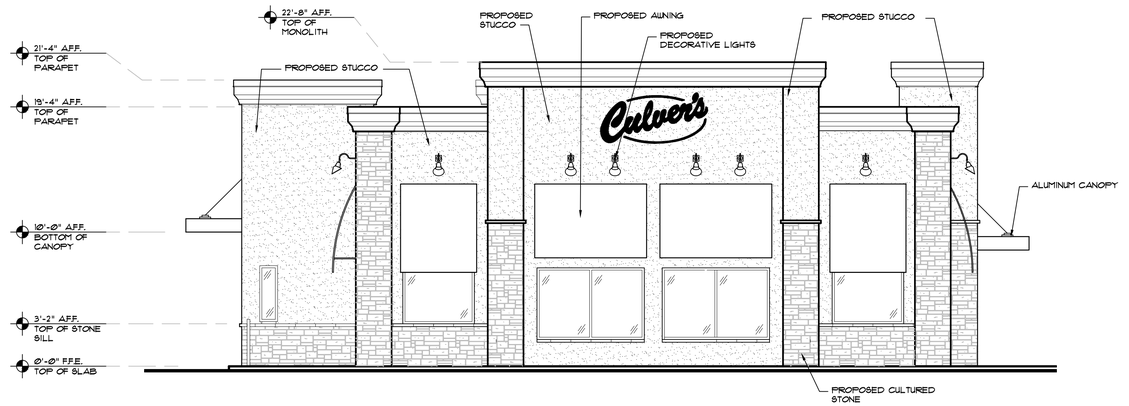
Date: 08. 01. 16
Scale: AS NOTED
Project Mgr: RNS
Drawn: LCH
Job: 16-39
Sheet
A1a



1 **PROPOSED SOUTH EAST EXTERIOR ELEVATION**
SCALE: 3/16" = 1'-0"



2 **PROPOSED NORTH EAST EXTERIOR ELEVATION**
SCALE: 3/16" = 1'-0"



3 **PROPOSED SOUTH WEST EXTERIOR ELEVATION**
SCALE: 3/16" = 1'-0"



4 **PROPOSED NORTH WEST EXTERIOR ELEVATION**
SCALE: 3/16" = 1'-0"

REVISIONS	BY

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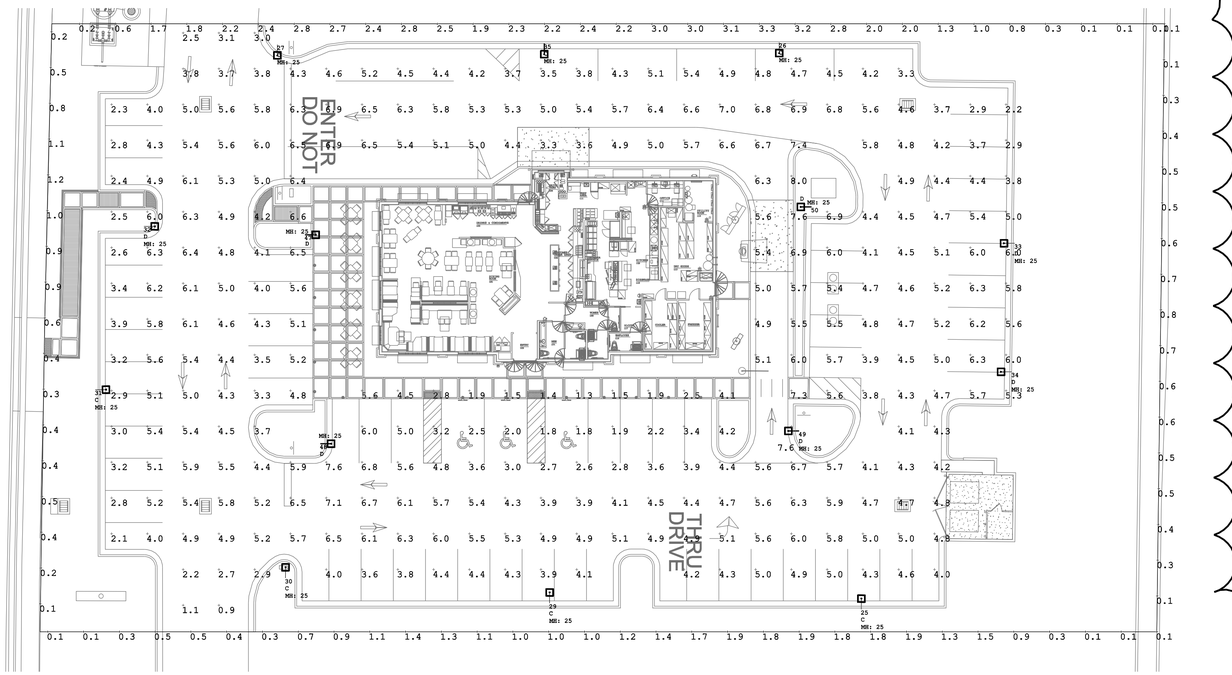
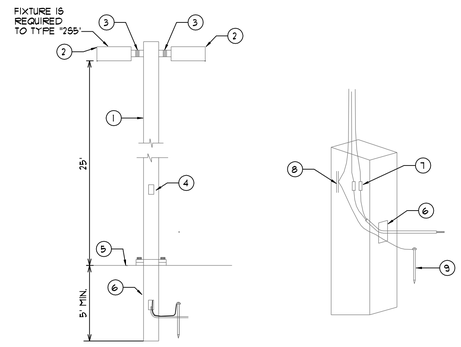
Joseph L. Oliveri, AIA
State of Florida
License #AR0014028

New Free Standing
Kanner Highway
Stuart, Florida

Date: 08. 01. 16
Scale: AS NOTED
Project Mgr: RNS
Drawn: LCH
Job: 16-39

Sheet
A3





POLE DETAIL NOTES:

1. PROVIDE A 30" DIRECT BURIAL CONCRETE POLE FOR FIXTURE TYPES 255 AND 55H5. THE POLES AND BASE, COMPLETE WITH MOUNTING DEVICE AND LUMINARIES IN PLACE, SHALL BE CAPABLE OF WITHSTANDING A SUSTAINED WIND VELOCITY OF NOT LESS THAN 150 MILES PER HOUR. PROVIDE SIGNED AND SEALED DRAWINGS BY A SATE LICENSED PROFESSIONAL STRUCTURAL ENGINEER.
2. PROVIDE REQUIRED POLE TOPE TENON, BRACKET ARM AND ACCESSORIES COMPATIBLE WITH POLE DESIGN.
3. PROVIDE GROUND WIRE ATTACHED TO GROUND LUG OR THROUGH BOLT ON BRACKET ARM, AND TO GROUND LUG ON LUMINAIRE.
4. STANDARD HANDHOLE WITH ALUMINUM COVER ATTACHED WITH STAINLESS STEEL MACHINE SCREWS. MAKE CIRCUIT SPLICES IN THIS HANDHOLE.
5. BACKFILL WITH CONCRETE. 3000 PSI MIN.
6. PROVIDE CONDUIT ENTRANCE BELOW GRADE.
7. PROVIDE 10 AMP FNQ SLOW BLOW FUSE.
8. SPLICE GROUND WIRES INSIDE HANDHOLE AND SECURELY BOND GROUND WIRES TO A CONTINUOUS STEEL BAR IN THE POLE.
9. PROVIDE 3/4" DIA X 10'-0" COPPER GROUND ROD AT EACH POLE. PROVIDE #6 AWG, CU BARE GROUND WIRE FROM EACH LUMINAIRE AND BONDED TO GROUND ROD (TYPICAL). PROVIDE THE CONCRETE POLE WITH #3 AWG STRANDED BARE COPER CONDUCTOR BONDED TO STEEL BAR IN POLE AND TO GROUND ROD.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	7	C	SINGLE	N.A.	0.912	LITHONIA LIGHTING DSX1 LED 60C 700 40K BLC MVOLT
	7	D	SINGLE	N.A.	0.912	LITHONIA LIGHTING DSX1 LED 60C 1000 40K T4M MVOLT

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
PARKING AREA AND DRIVES	Illuminance	Fc	4.77	8.0	0.9	5.30	8.89	HORIZONTAL PLANE OF CALCULATION AT ZERO FT AFG
PROPERTY LINE	Illuminance	Fc	1.12	3.3	0.1	11.20	33.00	HORIZONTAL LINE OF CALCULATION AT ZERO FT AFG

Object Summary

Label	Type	Description
BUILDING	Polygon-Flat	BUILDING AT 20FT REFLECTANCE 20%

Luminaire Location Summary

LumNo	Label	Z	Orient	Tilt	Switched
25	C	25	89.291	0	On
26	C	25	270	0	On
27	C	25	270	0	On
29	C	25	89.291	0	On
30	C	25	89.291	0	On
31	C	25	0.319	0	On
32	D	25	359.545	0	On
33	D	25	180	0	On
34	D	25	180	0	On
35	C	25	270	0	On
47	D	25	0	0	On
48	D	25	0	0	On
49	D	25	180	0	On
50	D	25	180	0	On

1 SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

REVISIONS	BY
1 08. 25. 16 BLDG. DEPT. COMMENTS	MPS

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Michael P. Spychala P.E.
Fla PE# 31533
Fla COA# 3967

NEW FREE STANDING
Culvers
2501 S Kanner Highway
Stuart, Florida 34956

Date: 08. 10. 16
Scale: AS NOTED
Project Mgr: MPS
Drawn: MW
Job: 16-39

Sheet
EP1

8/31/2016 2:09:16 PM E:\2160\216073 Culvers Stuart FL\Drawings\EP1.dgn



D-Series Size 1
LED Area Luminaire

d*series

Specifications

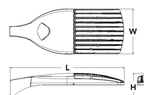
EPA: 1.01 ft² (0.09 m²)

Length: 33" (83.8 cm)

Width: 13" (33.0 cm)

Height: 7-1/2" (19.1 cm)

Weight (max): 27 lbs (12.7 kg)



Catalog Number
Notes
Type

Shown with options: 15" pole adapter, 90° bird-deterrent spikes.

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing 100 – 400W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD

DSX1LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Shipped included
DSX1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines)	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A)*	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T1S Type I Short T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium TSVS Type V Very Short	MVOLT 120 [1] 208 [1] 240 [1] 277 [1] 347 [1] 480 [1]	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor [2] RPUMBA Round pole universal mounting adaptor [2] Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [2]	

Control options	Other options	Finish (required)
Shipped installed PER NEMA® twist-lock receptacle only (no controls) [4] PERS Five-wire receptacle only (no controls) [4,18] PER7 Seven-wire receptacle only (no controls) [4,5] DMG 0-10V dimming driver (no controls) [6] DCR Dimmable and controllable via ROAM® (no controls) [6] DS Dual switching [7,8] PIR Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc [9] PIRH Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc [9] PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [9] PIRHFC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [9] BL30 Bi-level switched dimming, 30%, [4,9] BL50 Bi-level switched dimming, 50%, [4,9] PNMTDD3 Part night, dim till dawn [7] PNMT5D3 Part night, dim 5 hrs [7] PNMT4D3 Part night, dim 4 hrs [7] PNMT7D3 Part night, dim 7 hrs [7]	**Shipped installed** HS House-side shield [4] WTB Utility terminal block [10] SF Single fuse (120, 277 or 347V) [1] DF Double fuse (208, 240 or 480V) [1] BS House-side shield [4] SPD Separate surge protection [11] **Shipped separately** [12] BSW Bird-deterrent spikes WG Wire guard VG Vandal guard DDL Diffused drop lens	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

Controls & Shields

Accessories

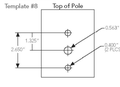
DLL127F 1.5 CR	Photocell - 1.5 sec lock (120-277V) [13]
DLL347F 1.5 CR U	Photocell - 1.5 sec lock (347V) [13]
DLL480F 1.5 CR U	Photocell - 1.5 sec lock (480V) [13]
DSHR10F SBK U	Shorting cap [14]
DSX1HS 30C U	House-side shield for 30 LED unit
DSX1HS 40C U	House-side shield for 40 LED unit
DSX1HS 60C U	House-side shield for 60 LED unit
PUMBA DDBXD U	Square and round pole universal mounting adaptor [15]
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) [15]

For more control options, visit DTL and ROAM® online.

NOTES
1. Standard option available with 40K only.
2. Ships with universal mounting.
3. Only available with 530mA or 700mA.
4. Not available with AMBPC in 530mA or 700mA in BLC, LCCO or RCCO distribution.
5. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
6. Not available with 1000mA, T4M, TFTM or TSVS. Not available with BL30, BL50 or PNMT options.
7. Available as a separate combination accessory: PUMBA (finish) (1.5 G vibration rated per ANSI C136.31).
8. Must be ordered as a separate accessory; see Accessories information. For use with 2-5/8" mast arm (not included).
9. Requires the use of a photocontrol; see Accessories information. Not available with DCR.
10. Not available with DCR option.
11. If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR.
12. Separately shipped options require extra labor to install.
13. Specify ROAM® enabled node with 0-10V dimming capability. PER option required. Additional hardware and services required for ROAM® deployment, must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with PIR options DS, PERS, PERT, BL30, BL50 or PNMT options.
14. Shorting cap included. Not available with PIR or PIRH.
15. Not available with 1000mA.
16. Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PERT, BL30 or BL50.
17. Not available with 480V.
18. Not available with DCR.
19. Not available with DS.
20. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
21. Available with all LEDs 60C option only.
22. Specify finish. Not available with PIR or PIRH options. Ordered and shipped as a separate line item from Acuity Brands Controls.

Drilling

Template #8



DSX1 shares a unique drilling pattern with the AERO™ family. Specify this drilling pattern when specifying poles, per the table below.

DBX1865	Single unit	DBX2965	3 at 90° **
DBX2865	2 at 180°	DBX3865	3 at 120° **
DBX4965	4 at 90° *	DBX5265	4 at 120° **

Example: SSA 20 4C DBX1865 DDBXD

Visit Lithonia Lighting's Structural Attachments for ease our wide selection of poles, accessories and educational tools.
*Round pole to be drilled for 2.25" O.D. minimum.
**For round pole mounting (RPA) only.

Tenon Mounting Slipfitter**

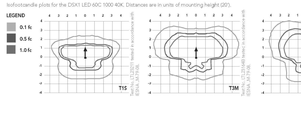
Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Area Size 1 homepage.

Isofootcandle plots for the DSX1 LED 40C 1000 40K. Distances are in units of mounting height (20').

LEGEND
0.1 fc
0.5 fc
1.0 fc



Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per ESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.98	0.96	0.91

DSX1 LED 60C 1000

Ambient	Lumen Multiplier
0°C	1.04
10°C	1.03
25°C	1.00
40°C	0.99

Electrical Load

Drive Current (mA)	System Watts	Current (A) 120	208	240	277	347	480
350	53	0.52	0.30	0.26	0.23	—	—
530	68	0.68	0.39	0.34	0.30	0.24	0.17
700	88	1.03	0.58	0.53	0.45	0.36	0.26
530	68	0.67	0.39	0.34	0.29	0.23	0.17
700	89	0.89	0.51	0.44	0.38	0.31	0.22
1000	138	1.35	0.78	0.67	0.58	0.42	0.34
530	90	0.97	0.56	0.48	0.42	0.34	0.24
700	131	1.29	0.74	0.65	0.56	0.45	0.32
1000	209	1.98	1.14	0.99	0.86	0.68	0.50

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

LEDs	Drive Current (mA)	System Watts	Dist. Type	10C 3000K 70CRI (10 LEDs)				40C 3000K 70CRI (40 LEDs)				50C 3000K 70CRI (50 LEDs)				60C 3000K 70CRI (60 LEDs)			
				Lumens	B	U	G	Lumens	B	U	G	Lumens	B	U	G	Lumens	B	U	G
10C (10 LEDs)	350mA	53 W	T1S	5,548	1	0	1	22,192	3	0	2	27,740	3	0	2	33,288	3	0	2
			T2S	6,132	1	0	1	24,528	3	0	2	30,660	3	0	2	36,792	3	0	2
			T2M	5,900	1	0	1	23,600	3	0	2	29,500	3	0	2	35,400	3	0	2
			T3S	5,982	1	0	1	23,928	3	0	2	29,910	3	0	2	35,892	3	0	2
			T3M	6,028	1	0	1	24,112	3	0	2	30,140	3	0	2	36,168	3	0	2
			T4M	6,171	1	0	1	24,684	3	0	2	30,855	3	0	2	37,026	3	0	2
			TFTM	6,030	1	0	2	24,120	3	0	2	30,150	3	0	2	36,180	3	0	2
			TSVS	6,025	2	0	2	24,100	3	0	2	30,125	3	0	2	36,150	3	0	2
			T1S	6,417	2	0	2	25,668	3	0	2	32,085	3	0	2	38,502	3	0	2
			T2M	6,828	2	0	1	27,312	3	0	2	34,140	3	0	2	40,968	3	0	2
			T3M	6,978	2	0	2	27,912	3	0	2	34,890	3	0	2	41,868	3	0	2
			T4M	7,136	2	0	2	28,544	3	0	2	35,680	3	0	2	42,816	3	0	2
			BLC	6,598	2	0	2	26,392	3	0	2	32,990	3	0	2	39,588	3	0	2
			LCCO	6,606	2	0	2	26,424	3	0	2	33,030	3	0	2	39,636	3	0	2
			RCCO	6,606	2	0	2	26,424	3	0	2	33,030	3	0	2	39,636	3	0	2
	530mA	68 W	T1S	7,548	2	0	2	30,192	3	0	2	37,740	3	0	2	45,288	3	0	2
			T2S	8,344	2	0	2	33,376	3	0	2	41,720	3	0	2	50,064	3	0	2
			T2M	8,028	2	0	2	32,112	3	0	2	40,140	3	0	2	48,168	3	0	2
			T3S	8,140	2	0	2	32,560	3	0	2	40,700	3	0	2	48,840	3	0	2
			T3M	8,202	2	0	2	32,808	3	0	2	41,010	3	0	2	49,212	3	0	2
			T4M	8,707	2	0	2	34,828	3	0	2	43,535	3	0	2	52,242	3	0	2
			TFTM	8,207	2	0	2	32,828	3	0	2	41,035	3	0	2	49,242	3	0	2
			TSVS	8,200	2	0	2	32,800	3	0	2	41,000	3	0	2	49,200	3	0	2
			T1S	8,717	2	0	2	34,868	3	0	2	43,585	3	0	2	52,302	3	0	2
			T2M	9,278	2	0	2	37,112	3	0	2	46,390	3	0	2	55,668	3	0	2
			T3M	9,482	2	0	2	37,928	3	0	2	47,410	3	0	2	56,892	3	0	2
			T4M	9,699	2	0	2	38,796	3	0	2	48,495	3	0	2	58,194	3	0	2
			BLC	8,970	2	0	2	35,880	3	0	2	44,850	3	0	2	53,820	3	0	2
			LCCO	8,980	2	0	2	35,920	3	0	2	44,900	3	0	2	53,880	3	0	2
			RCCO	8,980	2	0	2	35,920	3	0	2	44,900	3	0	2	53,880	3	0	2
	700mA	88 W	T1S	9,436	2	0	2	37,744	3	0	2	47,180	3	0	2	56,616	3	0	2
			T2S	10,294	2	0	2	41,176	3	0	2	51,470	3	0	2	61,764	3	0	2
			T2M	9,908	2	0	2	39,632	3	0	2	49,540	3	0	2	59,448	3	0	2
			T3S	10,046	2	0	2	40,184	3	0	2	50,230	3	0	2	60,276	3	0	2
			T3M	10,122	2	0	2	40,488	3	0	2	50,610	3	0	2	60,732	3	0	2
			T4M	10,731	2	0	2	42,924	3	0	2	53,655	3	0	2	64,386	3	0	2
			TFTM	10,123	2	0	2	40,492	3	0	2	50,615	3	0	2	60,738	3	0	2
			TSVS	10,115	2	0	2	40,460	3	0	2	50,575	3	0	2	60,690	3	0	2
			T1S	10,757	2	0	2	43,028	3	0	2	53,785	3	0	2	64,542	3	0	2
			T2M	11,445	2	0	2	45,780	3	0	2	57,225	3	0	2	68,670	3	0	2
			T3M	11,697	2	0	2	46,788	3	0	2	58,485	3	0	2	70,182	3	0	2
			T4M	11,966	2	0	2	47,864	3	0	2	59,830	3	0	2	71,796	3	0	2
			BLC	11,063	2	0	2	44,252	3	0	2	55,315	3	0	2	66,378	3	0	2
			LCCO	11,075	2	0	2	44,300	3	0	2	55,375	3	0	2	66,450	3	0	2
			RCCO	11,075	2	0	2	44,300	3	0	2	55,375	3	0	2	66,450	3	0	2
	1000mA	138 W	T1S	11,643	2	0	2	46,572	3	0	2	58,215	3	0	2	69,858	3	0	2
			T2S	12,703	2	0	2	50,812	3	0	2	63,515	3	0	2	76,218	3	0	2
			T2M	12,224	2	0	2	48,896	3	0	2	61,120	3	0	2	73,344	3	0	2
			T3S	12,396	2	0	2	49,584	3	0	2	61,980	3	0	2	74,376	3	0	2
			T3M	12,490	2	0	2	49,960	3	0	2	62,450	3	0	2	74,940	3	0	2
			T4M	13,244	2	0	2	52,976	3	0	2	66,220	3	0	2	79,464	3	0	2
			TFTM	12,497	2	0	2	49,988	3	0	2	62,485	3	0	2	74,982	3	0	2
			TSVS	12,488	2	0	2	49,952	3	0	2	62,440	3	0	2	74,928	3	0	2
			T1S	13,281	2	0	2	53,124	3	0	2	66,405	3	0	2	79,686	3	0	2
			T2M	14,132	2	0	2	56,528	3	0	2	70,660	3	0	2	84,792	3	0	2
			T3M	14,445	2	0	2	57,780	3	0	2	72,225	3	0	2	86,670	3	0	2
			T4M	14,777	2	0	2	59,108	3	0	2	73,885	3	0	2	88,662	3	0	2
			BLC	13,662	2	0	2	54,648	3	0	2	68,310	3	0	2	81,972	3	0	2
			LCCO	13,676	2	0	2	54,704	3	0	2	68,380	3	0	2	82,056	3	0	2
			RCCO	13,676	2	0	2	54,704	3	0	2	68,380	3	0	2	82,056	3	0	2

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	1.04
10°C	1.03
25°C	1.00
40°C	0.99

Electrical Load

Drive Current (mA)	System Watts	Current (A) 120	208	240	277	347	480
350	53	0.52	0.30	0.26	0.23	—	—
530	68	0.68	0.39	0.34	0.30	0.24	0.17
700	88	1.03	0.58	0.53	0.45	0.36	0.26
530	68	0.67	0.39	0.34	0.29	0.23	0.17
700	89	0.89	0.51	0.44	0.38	0.31	0.22
1000	138	1.35	0.78	0.67	0.58	0.42	0.34
530	90	0.97	0.56	0.48	0.42	0.34	0.24
700	131	1.29	0.74	0.65	0.56	0.45	0.32
1000	209	1.98	1.14	0.99	0.86	0.68	0.50

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

LEDs	Drive Current (mA)	System Watts	Dist. Type	10C 4000K 70CRI (10 LEDs)				40C 4000K 70CRI (40 LEDs)				50C 4000K 70CRI (50 LEDs)				60C 4000K 70CRI (60 LEDs)			
				Lumens	B	U	G	Lumens	B	U	G	Lumens	B	U	G	Lumens	B	U	G
10C (10 LEDs)	350mA	53 W	T1S	5,811	1	0	1	23,244	3	0	2	29,055	3	0	2	34,866	3	0	2
			T2S	6,423	1	0	1	25,692	3	0	2	32,115	3	0	2	38,538	3	0	2
			T2M	6,180	1	0	1	24,720	3	0	2	30,900	3	0	2	37,080	3	0	2
			T3S	6,265	1	0	1	25,060	3	0	2	31,325	3	0	2	37,590	3	0	2
			T3M	6,313	1	0	1	25,252	3	0	2	31,565	3	0	2	37,878	3	0	2
			T4M	6,463	1	0	1	25,852	3	0	2	32,315	3	0	2	38,778	3	0	2
			TFTM	6,316	1	0	2	25,264	3	0	2	31,580	3	0	2	37,896	3	0	2
			TSVS	6,311	2	0	2	25,244	3	0	2	31,555	3	0	2	37,866	3	0	2
			T1S	6,721	2	0	2	26,884	3	0	2	33,605	3	0	2	40,326	3	0	2
			T2M	7,152	2	0	2	28,608	3	0	2	35,760	3	0	2	42,912	3	0	2
			T3M	7,309	2	0	2	29,236	3	0	2	36,545	3	0	2	43,854	3	0	2
			T4M	7,474	2	0	2	29,896	3	0	2	37,370	3	0	2	44,844	3	0	2
			BLC	6,911	2	0	2	27,644	3	0	2	34,555	3	0	2	41,466	3	0	2
			LCCO	6,919	2	0	2	27,676	3	0	2	34,595	3	0	2	41,514	3	0	2
			RCCO	6,919	2	0	2	27,676	3	0	2	34,595	3	0	2	41,514	3	0	2
	530mA	68 W	T1S	7,935	2	0	2	31,740	3	0	2	39,675	3	0	2	47,610	3	0	2
			T2S	8,772	2	0	2	35,088	3	0	2	43,860	3	0	2	52,632	3	0	2
			T2M	8,439	2	0	2	33,756	3	0	2	42,195	3	0	2	50,634	3	0	2
			T3S	8,557	2	0	2	34,228	3	0	2	42,785	3	0	2	51,342	3	0	2
			T3M	8,622	2	0	2	34,488	3	0	2	43,110	3	0	2	51,732	3	0	2
			T4M	9,152	2	0	2	36,608	3	0	2	45,760	3	0	2	54,912	3	0	2
			TFTM	8,629	2	0	2	34,516	3	0	2	43,145	3	0	2	51,774	3	0	2
			TSVS	8,621	2	0	2	34,484	3	0	2	43,105	3	0	2	51,726	3	0	2
			T1S	9,169	2	0	2	36,676	3	0	2	45,845	3	0	2	55,014	3	0	2
			T2M	9,757	2	0	2	39,028	3	0	2	48,785	3	0	2	58,542	3	0	2
			T3M	9,971	2	0	2	39,884	3	0	2	49,855	3	0	2	59,826	3	0	2
			T4M	10,197	2	0	2	40,788	3	0	2	50,985	3	0	2	61,182	3	0	2
			BLC	9,430	2	0	2	37,720	3	0	2	47,150	3	0	2	56,580	3	0	2
			LCCO	9,440	2	0	2	37,760	3	0	2	47,200	3	0	2	56,640	3	0	2
			RCCO	9,440	2	0	2	37,760	3	0	2	47,200	3	0	2	56,640	3	0	2
	700mA	88 W	T1S	9,918	2	0	2	39,672	3	0	2	49,590	3	0	2	59,508	3	0	2
			T2S	10,821	2	0	2	43,284	3	0	2	54,105	3	0	2	64,926	3	0	2
			T2M	10,414	2	0	2	41,656	3	0	2	52,070	3	0	2	62,484	3	0	2
			T3S	10,560	2	0	2	42,240	3	0	2	52,800	3	0	2	63,360	3	0	2
			T3M	10,640	2	0	2	42,560	3	0	2	53,200	3	0	2	63,840	3	0	2
			T4M	11,287	2	0	2	45,148	3	0	2	56,435	3	0	2	67,722	3	0	2
			TFTM	10,643	2	0	2	42,572	3	0	2	53,215	3	0	2	63,858	3	0	2
			TSVS	10,634	2	0	2	42,536	3	0	2	53,170	3	0	2	63,804	3	0	2
			T1S	11,314	2	0	2	45,256	3	0	2	56,570	3	0	2	67,884	3	0	2
			T2M	12,037	2	0	2	48,148	3	0	2	60,185	3	0	2	72,222	3	0	2
			T3M	12,302	2	0	2	49,208	3	0	2	61,510	3	0	2	73,812	3	0	2
			T4M	12,582	2	0	2	50,328	3	0	2	62,910	3	0	2	75,492	3	0	2
			BLC	11,634	2	0	2	46,536	3	0	2	58,170	3	0	2	69,804	3	0	2
			LCCO	11,646	2	0	2	46,584	3	0	2	58,230	3	0	2	69,876	3	0	2
			RCCO	11,646	2	0	2	46,584	3	0	2	58,230	3	0	2	69,876	3	0	2
	1000mA	138 W	T1S	12,406	2	0	2	49,624	3	0	2	62,030	3	0	2	74,436	3	0	2
			T2S	13,537	2	0	2	54,148	3	0	2	67,685	3	0	2	81,222	3	0	2
			T2M	13,026	2	0	2	52,104	3	0	2	65,130	3	0	2	78,156	3	0	2
			T3S	13,210	2	0	2	52,840	3	0	2	66,050	3	0	2	79,260	3	0	2
			T3M	13,309	2	0	2	53,236	3	0	2	66,545	3	0	2	79,854	3	0	2
			T4M	14,117	2	0	2	56,468	3	0	2	70,585	3	0	2	84,702	3	0	2
			TFTM	13,312	2	0	2	53,248	3	0	2	66,560	3	0	2	79,872	3	0	2
			TSVS	13,301	2	0	2	53,204	3	0	2	66,505	3	0	2	79,806	3	0	2
			T1S	14,153	2	0	2	56,612	3	0	2	70,765	3	0	2	84,918	3	0	2
			T2M	15,059	2	0	2	60,236	3	0	2	75,295	3	0	2	90,354	3	0	2
			T3M	15,390	2	0	2	61,560	3	0	2	76,950	3	0	2	92,340	3	0	2
			T4M	15,744	2	0	2	62,976	3	0	2	78,720	3	0	2	94,464	3	0	2
			BLC	14,553	2	0	2	58,212	3	0	2	72,



D-Series Size 1
LED Wall Luminaire

d"series

Catalog Number

Notes

Type

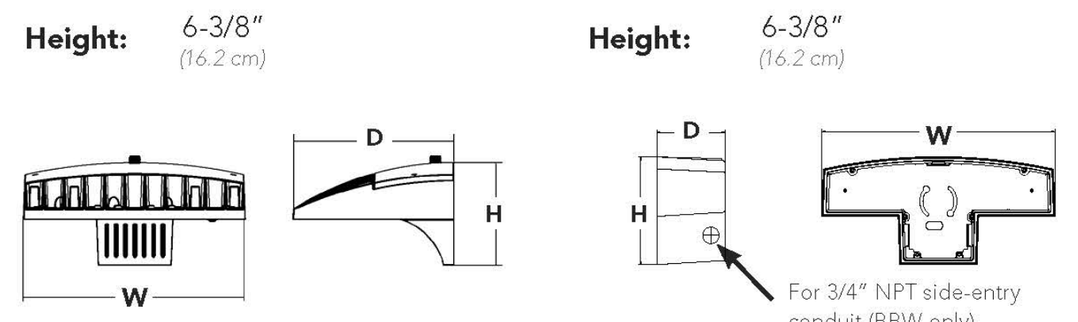
Hit the Tab key or mouse over the page to see all interactive elements.

Specifications
Luminaire

Width:	13-3/4" (34.9 cm)	**Weight:**	12 lbs (5.4 kg)
Depth:	10" (25.4 cm)		
Height:	6-3/8" (16.2 cm)		

Back Box (BBW, ELCW)

Width:	13-3/4" (34.9 cm)	**BBW Weight:**	5 lbs (2.3 kg)
Depth:	4" (10.2 cm)	**ELCW Weight:**	10 lbs (4.5 kg)
Height:	6-3/8" (16.2 cm)		



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines)	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A)	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium ASYDF Asymmetric diffuse	MVOLT [1] 120 [1] 208 [1] 240 [1] 277 [1] 347 [2] 480 [2]	**Shipped included** (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) [3]	**Shipped installed** PE Photoelectric cell, button type [4] DMG 0-10V dimming driver (no controls) PIR 180° motion/ambient light sensor, <15' mtg ht [5] PIRH 180° motion/ambient light sensor, 15-30' mtg ht [5] PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [5] PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [5] ELCW Emergency battery backup (includes external component enclosure) [6]

Other Options		Finish (required)		
Shipped installed SF Single fuse (120, 277 or 347V) [7] DF Double fuse (208, 240 or 480V) [7] HS House-side shield [8] SPD Separate surge protection [9]	**Shipped separately** [8] BSW Bird-deterrent spikes WG Wire guard VG Vandal guard DDL Diffused drop lens	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White	DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum	DWHGXD Textured white DSSTXD Textured sandstone

Accessories
Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXW1WG U	Wire guard accessory
DSXW1VG U	Vandal guard accessory

NOTES
1 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
2 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
3 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
4 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
5 PIR and PIR1FC3V specifies the Sensor Switch SBGR-10-ODP control; PIRH specifies the Sensor Switch SBGR-6-ODP control; see Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with 20 LED/1000 mA configuration (DSXW1 LED 20C 1000).
6 Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
7 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option. Not available with ELCW.
8 Also available as a separate accessory; see Accessories information.
9 See the electrical section on page 3 for more details.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K Lumens	B	U	G	LPW	40K Lumens	B	U	G	LPW	50K Lumens	B	U	G	LPW	AMBER Lumens	B	U	G	LPW
10C (10 LEDs)	350mA	14W	T2S	1,415	0	0	1	101	1,520	0	0	1	109	1,529	0	0	1	109	894	0	0	1	64
			T2M	1,349	0	0	1	96	1,449	0	0	1	104	1,458	0	0	1	104	852	0	0	1	61
			T3S	1,400	0	0	1	100	1,503	0	0	1	107	1,512	0	0	1	108	884	0	0	1	63
			T3M	1,386	0	0	1	99	1,488	0	0	1	106	1,497	0	0	1	107	876	0	0	1	63
			T4M	1,358	0	0	1	97	1,458	0	0	1	104	1,467	0	0	1	105	858	0	0	1	61
			TFTM	1,411	0	0	1	101	1,515	0	0	1	108	1,525	0	0	1	109	892	0	0	1	64
			ASYDF	1,262	0	0	1	90	1,355	1	0	1	97	1,363	1	0	1	97	797	0	0	1	57
	530 mA	20W	T2S	2,054	1	0	1	103	2,205	1	0	1	110	2,219	1	0	1	111	1,264	0	0	1	63
			T2M	1,957	1	0	1	98	2,102	1	0	1	105	2,115	1	0	1	106	1,205	0	0	1	60
			T3S	2,031	0	0	1	102	2,181	0	0	1	109	2,195	0	0	1	110	1,250	0	0	1	63
			T3M	2,010	1	0	1	101	2,159	1	0	1	108	2,172	1	0	1	109	1,237	0	0	1	62
			T4M	1,970	1	0	1	99	2,115	1	0	1	106	2,128	0	0	1	106	1,212	0	0	1	61
			TFTM	2,047	0	0	1	102	2,198	0	0	1	110	2,212	0	0	1	111	1,260	0	0	1	63
			ASYDF	1,830	1	0	1	92	1,966	1	0	1	98	1,978	1	0	1	99	1,127	0	0	1	56
	700 mA	27W	T2S	2,623	1	0	1	97	2,816	1	0	1	104	2,834	1	0	1	105	1,544	0	0	1	57
			T2M	2,499	1	0	1	93	2,684	1	0	1	99	2,701	1	0	1	100	1,472	0	0	1	55
			T3S	2,593	1	0	1	96	2,785	1	0	1	103	2,802	1	0	1	104	1,527	0	0	1	57
			T3M	2,567	1	0	1	95	2,757	1	0	1	102	2,774	1	0	1	103	1,512	0	0	1	56
			T4M	2,515	1	0	1	93	2,701	1	0	1	100	2,718	1	0	1	101	1,481	0	0	1	55
			TFTM	2,614	1	0	1	97	2,807	1	0	1	104	2,825	1	0	1	105	1,539	0	0	1	57
			ASYDF	2,337	1	0	1	87	2,510	1	0	1	93	2,526	1	0	1	94	1,376	0	0	1	51
	1000 mA	40W	T2S	3,685	1	0	1	92	3,957	1	0	1	99	3,982	1	0	1	100	2,235	1	0	1	58
			T2M	3,512	1	0	1	88	3,771	1	0	1	94	3,795	1	0	1	95	2,130	1	0	2	55
			T3S	3,644	1	0	1	91	3,913	1	0	1	98	3,938	1	0	1	98	2,210	1	0	2	57
			T3M	3,607	1	0	1	90	3,874	1	0	1	97	3,898	1	0	1	97	2,187	1	0	2	56
			T4M	3,534	1	0	1	88	3,795	1	0	1	95	3,819	1	0	1	95	2,143	1	0	2	55
			TFTM	3,674	1	0	1	92	3,945	1	0	1	99	3,969	1	0	1	99	2,228	1	0	2	57
			ASYDF	3,284	1	0	1	82	3,527	1	0	1	88	3,549	1	0	1	89	1,991	1	0	2	51
20C (20 LEDs)	350mA	24W	T2S	2,820	1	0	1	118	3,028	1	0	1	126	3,047	1	0	1	127	1,777	1	0	1	74
			T2M	2,688	1	0	1	112	2,886	1	0	1	120	2,904	1	0	1	121	1,693	1	0	1	71
			T3S	2,789	1	0	1	116	2,995	1	0	2	125	3,013	1	0	2	126	1,757	0	0	1	73
			T3M	2,761	1	0	1	115	2,964	1	0	2	124	2,983	1	0	2	124	1,739	1	0	1	72
			T4M	2,705	1	0	1	113	2,904	1	0	2	121	2,922	1	0	2	122	1,704	1	0	1	71
			TFTM	2,811	1	0	1	117	3,019	1	0	2	126	3,038	1	0	2	127	1,771	0	0	1	74
			ASYDF	2,513	1	0	1	105	2,699	1	0	2	112	2,716	1	0	2	113	1,584	1	0	1	66
	530 mA	36W	T2S	4,079	1	0	1	113	4,380	1	0	1	122	4,408	1	0	1	122	2,504	1	0	1	70
			T2M	3,887	1	0	1	108	4,174	1	0	1	116	4,200	1	0	1	117	2,387	1	0	1	66
			T3S	4,034	1	0	1	112	4,332	1	0	1	120	4,359	1	0	1	121	2,477	1	0	1	69
			T3M	3,993	1	0	1	111	4,288	1	0	1	119	4,315	1	0	1	120	2,451	1	0	2	68
			T4M	3,912	1	0	2	109	4,201	1	0	2	117	4,227	1	0	1	117	2,402	1	0	1	67
			TFTM	4,066	1	0	1	113	4,367	1	0	1	121	4,394	1	0	1	122	2,496	1	0	1	69
			ASYDF	3,635	1	0	2	101	3,904	1	0	2	108	3,928	1	0	2	109	2,232	1	0	1	62
	700 mA	47W	T2S	5,188	1	0	1	110	5,571	1	0	1	119	5,606	1	0	1	119	3,065	1	0	1	65
			T2M	4,945	1	0	1	105	5,310	1	0	1	113	5,343	1	0	1	114	2,921	1	0	1	62
			T3S	5,131	1	0	1	109	5,510	1	0	2	117	5,544	1	0	2	118	3,031	1	0	1	64
			T3M	5,079	1	0	2	108	5,454	1	0	2	116	5,488	1	0	2	117	3,000	1	0	1	64
			T4M	4,976	1	0	2	106	5,343	1	0	2	114	5,377	1	0	2	114	2,939	1	0	1	63
			TFTM	5,172	1	0	2	110	5,554	1	0	2	118	5,589	1	0	2	119	3,055	1	0	1	65
			ASYDF	4,624	1	0	2	98	4,966	1	0	2	106	4,997	1	0	2	106	2,732	1	0	1	58
	1000 mA	74W	T2S	7,205	1	0	1	97	7,736	1	0	1	105	7,785	1	0	1	105	4,429	1	0	1	61
			T2M	6,866	1	0	2	93	7,373	1	0	2	100	7,419	1	0	2	100	4,221	1	0	2	58
			T3S	7,124	1	0	2	96	7,650	1	0	2	103	7,698	1	0	2	104	4,380	1	0	2	60
			T3M	7,052	1	0	2	95	7,736	1	0	2	105	7,620	1	0	2	103	4,335	1	0	2	59
			T4M	6,910	1	0	2	93	7,420	1	0	2	100	7,466	1	0	2	101	4,248	1	0	2	58
			TFTM	7,182	1	0	2	97	7,712	1	0	2	104	7,760	1	0	2	105	4,415	1	0	2	60
			ASYDF	6,421	1	0	2	87	6,895	2	0	2	93	6,938	2	0	2	94	3,947	1	0	2	54

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Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	**77°F**	**1.00**
30°C	86°F	1.00
40°C	104°F	0.98

Electrical Load

LEDs	Drive Current (mA)	System Watts	Current (A) 120V	208V	240V	277V	347V	480V
10C	350	14W	0.13	0.07	0.06	0.06	-	-
	530	20W	0.19	0.11	0.09	0.08	-	-
	700	27W	0.25	0.14	0.13	0.11	-	-
	1000	40W	0.37	0.21	0.19	0.16	-	-
20C	350	24W	0.23	0.13	0.12	0.10	-	-
	530	36W	0.33	0.19	0.17	0.14	-	-
	700	47W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74W	0.69	0.40	0.35	0.30	0.23	0.17

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW1 LED 20C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

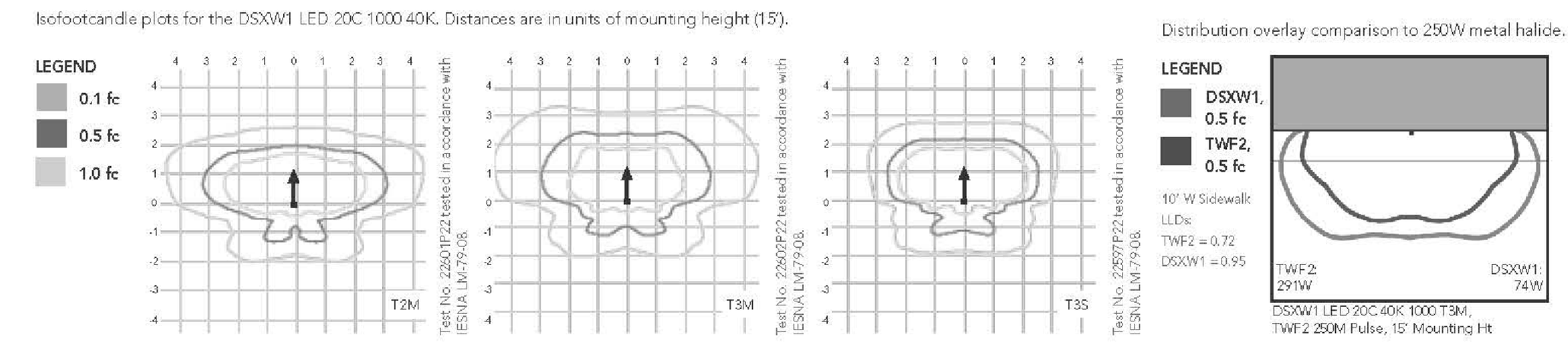
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

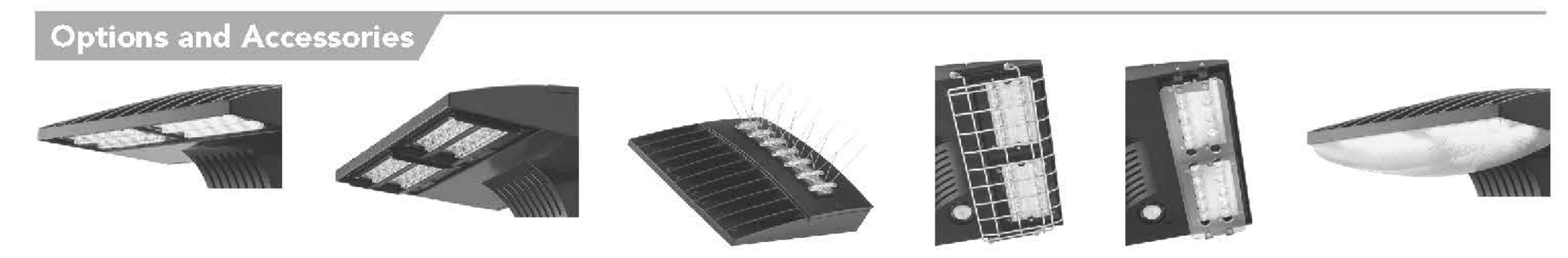
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Isofootcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



Options and Accessories



FEATURES & SPECIFICATIONS

INTENDED USE
The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

CONSTRUCTION
Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS
Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

ELECTRICAL
Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION
Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

LISTINGS
CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY
Five-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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1 **SITE LIGHTING SPECIFICATIONS**
SCALE: NOT TO SCALE

REVISIONS | BY

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Michael P. Spychala P.E.
Fla PE# 31533
Fla COA# 3967

NEW FREE STANDING
Culver's
Kanner Highway
Stuart, Florida

Date: 06. 17. 16
Scale: AS NOTED
Project Mgr: MPS
Drawn: MW
Job: 16-39
Sheet
EP3

8/2/2016 2:11:33 PM E:\2160\216073 Culvers Stuart FL\Drawings\EP3.dgn

Memorandum

To: City of Stuart Reviewer

From: Kelly C. Farabee, PE, PTOE, RSP1

Cc: Ross Lucas, PE, Fulmer Lucas

Date: October 21, 2022

Subject: HCA FSER Traffic Impact Statement – S Kanner Highway, Stuart, FL

KELLY FARABEE LICENSE No. 91816 STATE OF FLORIDA PROFESSIONAL ENGINEER

Kelly Farabee

Digitally signed by: Kelly Farabee
DN: CN = Kelly Farabee C = US O = Florida
Date: 2022.10.21 09:41:48 -04'00'

An 11,570 square-foot Free Standing Emergency Room (FSER) is proposed for a site on S Kanner Highway in Stuart, Florida. The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S Kanner Highway. The access road has an existing Right-In/Right-Out (RIRO) access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points onto S Kanner Highway. Figure 1 presents an aerial view of the existing project site. A site plan is attached.



Figure 1 – Aerial View of Existing Project Site

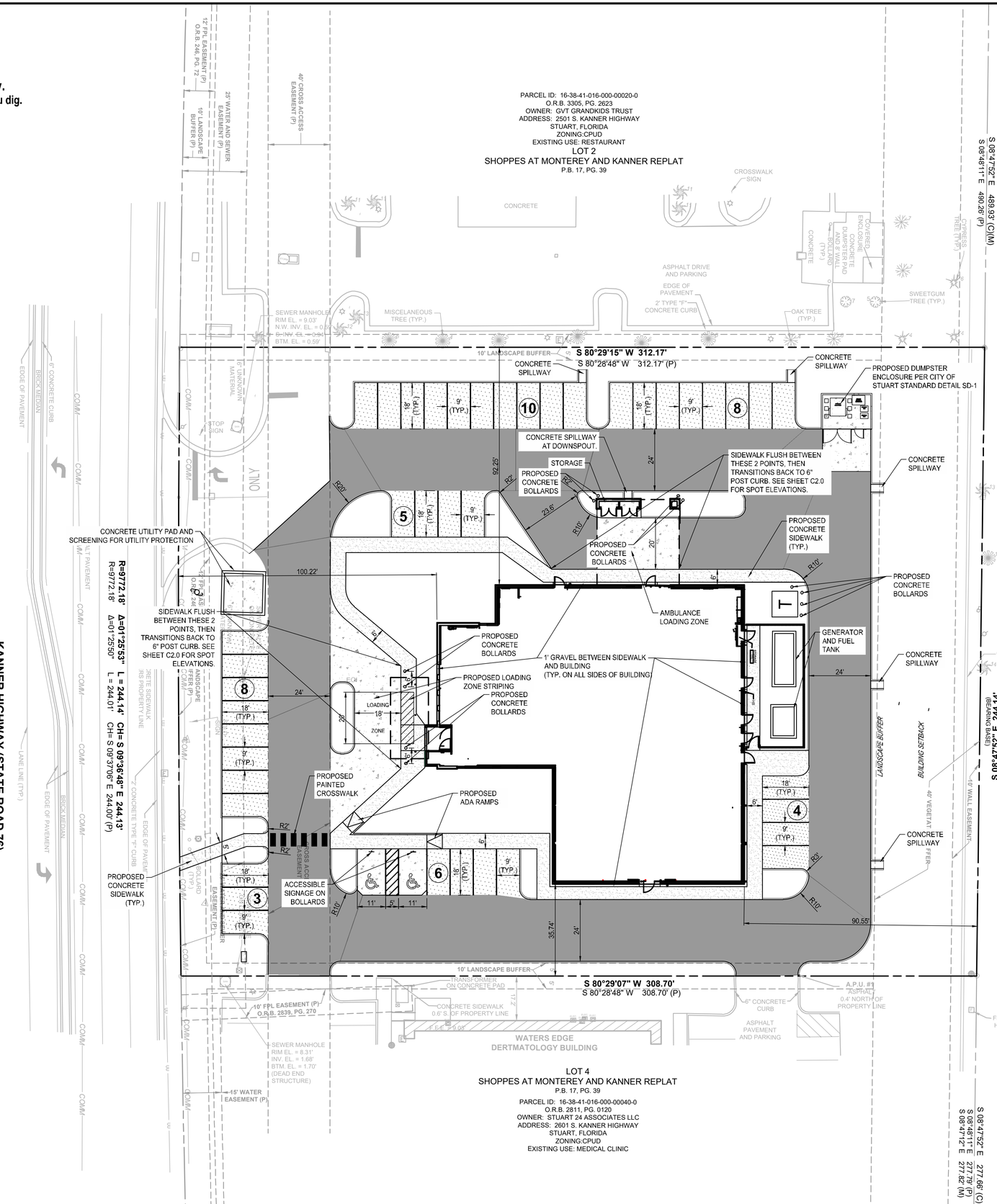
Trip Generation analysis for the proposed project was performed using data published in the ITE *Trip Generation Manual, 11th Edition* (TGM) for Land Use Code 650 – Free-Standing Emergency Room. An independent variable of gross floor area was used to determine the number of trips to be generated by the site. The TGM data indicates that for the weekday peak hour of adjacent street traffic between 7 and 9 am, 50 percent of traffic enters a typical site and 50 percent of traffic exits. For the weekday peak hour of adjacent street traffic between 4 and 6 pm, 46 percent of traffic enters a typical site and 54 percent exits. The results of the analysis are summarized below in Table 1.

Table 1 – Trip Generation Analysis Summary

ITE Code	Land Use Description	Intensity		Method	Daily Trip Ends	AM Peak Hour			PM Peak Hour		
		Size	Units			Total	Enter	Exit	Total	Enter	Exit
650	Free-Standing Emergency Room	11.57	KSF	Avg. Rate	289	13	6	7	18	8	10

The proposed project is expected to generate fewer than 20 trips in a given peak hour of traffic. The project traffic is less than the City's threshold for requiring a traffic study (per LDC Section 4.05.02); therefore, no further analysis is recommended at this time.

811
Know what's below.
Call before you dig.



SITE INFORMATION	
ADDRESS	2551 S KANNER HWY STUART, FLORIDA 34994
ZONING	CPUD (COMMERCIAL PLANNED UNIT DEVELOPMENT)
EXISTING USE	VACANT LOT
PLANNED USE	FREE STANDING EMERGENCY ROOM.
FUTURE LAND USE	COMMERCIAL
PROPOSED IMPERVIOUS AREA	45,950 SF (1.05 ACRES)
PROPOSED PERVIOUS AREA	24,855 SF (0.69 ACRES)
PROJECT PARCEL AREA	1.74 ACRES
TOTAL PROJECT AREA	1.55 DISTURBED ACRES
HANDICAPPED ACCESS TO BUILDING	PARALLEL STYLE CURB RAMPS AT <1:48 CROSS SLOPE, <1:20 RUNNING SLOPE. SEE GRADING PLAN, SHEET C2.0.

BUILDING INFORMATION	
BUILDING	11,570 G.S.F.
CANOPY	1,556 S.F.
TOTAL	13,126 G.S.F.

PARKING CALCULATION	
MINIMUM REQUIRED	
MEDICAL OFFICE: 1/300 SF	~39 STALLS
TOTAL REQUIRED	~39 STALLS
TOTAL PROVIDED	43 STALLS
ADA PROVIDED	2 STALLS
LOADING SPACES PROVIDED	1 AMBULANCE LOADING AND 1 PASSENGER LOADING

NOTES:

1. CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES AND STORM DRAINAGE. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
4. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAYBE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF FINAL PAVEMENT.
5. CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE CLASS "A" (4,000 PSI) UNLESS OTHERWISE NOTED.
6. ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
7. DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
8. ALL CURB TURNOUT, EDGE OF PAVEMENT, AND STRIPING RADII ARE FOUR FEET (4') UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO VERIFY ALL REQUIRED CLEARANCES FROM OVERHEAD POWER LINES PRIOR TO THE START OF CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD OR UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK , THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES MUST BE TAKEN.
11. IN EASEMENTS AND RIGHTS-OF-WAYS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT AS NOTED.
12. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
13. SURPLUS MATERIAL NOT REQUIRED FOR SITE CONSTRUCTION SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AFTER THE OWNER'S APPROVAL AT A PROPERLY PERMITTED LOCATION.
14. FILL MATERIAL REQUIRED SHALL BE BORROWED AT THE CONTRACTOR'S EXPENSE.
15. TRAFFIC CONTROL, IF REQUIRED, SHALL BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
16. IN THE EVENT OF ANY DISCREPANCY AND/OR ERROR FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY REVISION.
17. CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND THE REQUIREMENTS OF THE LOCAL UTILITY COMPANIES.
18. BUILDING CONTROL POINTS, GRADE AND OFFSET STAKES ARE TO BE SET BY THE CONTRACTOR.
19. PROVIDE 24" TAPER ON ENDS OF ALL CURBS THAT TERMINATE.

PAVING LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- SIDEWALK SECTION
- HEAVY DUTY CONCRETE

0 10 20 40 60
SCALE: 1" = 20'

SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

HUGH ROSS LUCAS
LICENSED
No 83981
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

DR.	DATE	DESCRIPTION
HRL	09/28/2022	CONSTRUCTION DOCUMENTS

SITE LAYOUT PLAN

C1.0

1131-44_STUART FSER

Watermain, Generated 09, 2022
Z:\2022 Projects\1131-44 - Stuart, FL - Free Standing ER\Civil\Cad\1131-44 - Site Layout.dwg, Reg

SHOPPES AT MONTEREY AND KANNER REPLAT

FILE NUMBER: 2604021

PLAT BOOK: 17 PAGE: 39

BEING A REPLAT OF SHOPPES AT MONTEREY AND KANNER, RECORDED IN PLAT BOOK 17, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. LOCATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART MARTIN COUNTY, FLORIDA.

A COMMERCIAL PLANNED UNIT DEVELOPMENT

SUBDIVISION PARCEL CONTROL NUMBER

16-38-41-016-000-00000-0

LEGAL DESCRIPTION:

LOTS 1, 2, 3, AND 4, SHOPPES AT MONTEREY AND KANNER, AS RECORDED IN PLAT BOOK 17, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'08" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'52" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89080-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 00°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2578, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 21.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°14'31" AN ARC DISTANCE OF 35.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

MORTGAGEE'S CONSENT TO PLAT (TD BANK, N.A.)

TD BANK, N.A., HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN, OR ENCUMBRANCE ON THE LAND DESCRIBED HEREON, RECORDED IN OFFICIAL RECORDS BOOK 2879, PAGE 2860 AND OFFICIAL RECORDS BOOK 2879, PAGE 2903* PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN, OR ENCUMBRANCE TO SUCH DEDICATION. *Official Records Book 2879, Page 2916, and Official Records Book 2879, Page 2922

DATED THIS 25th DAY OF October 2016 ON BEHALF OF SAID BANK

BY: SIGNATURE: [signature] PRINT NAME: Mark Sheldon PRINT TITLE: Vice-President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Mark Sheldon TO ME WELL KNOWN TO BE THE Vice-President, RESPECTIVELY OF TD Bank, N.A. AND HE/ ACKNOWLEDGED THAT HE/ EXECUTED SUCH CERTIFICATE OF MORTGAGEE'S CONSENT AS SUCH OFFICER OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THIS INDIVIDUAL ~~IS PERSONALLY KNOWN TO ME~~ produced a FL driver's license as identification.

DATED THIS 25th DAY OF October 2016.

[signature]
NOTARY PUBLIC
STATE OF FLORIDA

COMMISSION NO. 989671 MY COMMISSION EXPIRES May 28, 2020 NOTARY STAMP:

MORTGAGEE'S CONSENT TO PLAT (HARBOR COMMUNITY BANK)

HARBOR COMMUNITY BANK, HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN, OR ENCUMBRANCE ON THE LAND DESCRIBED HEREON, RECORDED IN OFFICIAL RECORDS BOOK 2830, PAGE 1800 AND OFFICIAL RECORDS BOOK 2830 PAGE [illegible] PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN, OR ENCUMBRANCE TO SUCH DEDICATION.

DATED THIS 31st DAY OF October 2016 ON BEHALF OF SAID BANK

BY: SIGNATURE: [signature] PRINT NAME: Michael J. Brown, Jr. PRINT TITLE: Executive Vice Pres.

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Michael J. Brown, Jr. TO ME WELL KNOWN TO BE THE Executive Vice President RESPECTIVELY OF Harbor Community Bank, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SUCH CERTIFICATE OF MORTGAGEE'S CONSENT AS SUCH OFFICER OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THIS INDIVIDUAL IS PERSONALLY KNOWN TO ME.

DATED THIS 31st DAY OF October, 2016.

[signature]
NOTARY PUBLIC
STATE OF FLORIDA

COMMISSION NO. FF004851 MY COMMISSION EXPIRES 9-22-2017 NOTARY STAMP:

MORTGAGEE'S CONSENT TO PLAT (FIRST CITIZENS BANK & TRUST COMPANY)

FIRST CITIZENS BANK & TRUST COMPANY, HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE, LIEN, OR ENCUMBRANCE ON THE LAND DESCRIBED HEREON, RECORDED IN OFFICIAL RECORDS BOOK 2831, PAGE 1346 AND OFFICIAL RECORDS BOOK 2831, PAGE 1371, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE, LIEN, OR ENCUMBRANCE TO SUCH DEDICATION.

DATED THIS 31st DAY OF October 2016 ON BEHALF OF SAID BANK

BY: SIGNATURE: [signature] PRINT NAME: Linda H O'Connor PRINT TITLE: Vice President

ACKNOWLEDGMENT

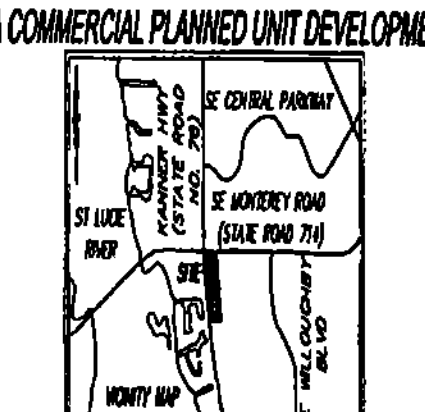
STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Linda O'Connor TO ME WELL KNOWN TO BE THE Vice President, RESPECTIVELY OF First Citizens Bank, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SUCH CERTIFICATE OF MORTGAGEE'S CONSENT AS SUCH OFFICER OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THIS INDIVIDUAL IS PERSONALLY KNOWN TO ME.

DATED THIS 31 DAY OF October, 2016.

[signature]
NOTARY PUBLIC
STATE OF FLORIDA

COMMISSION NO. FF929280 MY COMMISSION EXPIRES 10-20-2019 NOTARY STAMP:



TITLE CERTIFICATION:

I, MICHAEL STROBEL, VICE PRESIDENT AND AUTHORIZED SIGNATORY FOR FIRST AMERICAN TITLE INSURANCE COMPANY, HEREBY CERTIFY THAT AS OF SEPTEMBER 2016, AT 8:00 AM:

THE RECORD TITLE HOLDERS ARE:

1) NORSOL, INC., A DISTRICT OF COLUMBIA CORPORATION (AS TO LOT 1)
2) 16 KANNER LLC, A FLORIDA LIMITED LIABILITY COMPANY (AS TO LOTS 2 AND 3)
3) STUART 24 ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (AS TO LOT 4)

ALL OF THE REFERENCED LOTS BEING A PORTION OF SHOPPES AT MONTEREY AND KANNER AS RECORDED IN PLAT BOOK 17, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

UNSATISFIED MORTGAGES OR LIENS ENCUMBERING SAID PROPERTY ARE AS FOLLOWS:

MORTGAGE RECORDED IN BOOK 2730, PAGE 2820 AS MODIFIED IN BOOK 2775, PAGE 78, UCC 1 RECORDED IN BOOK 2730, PAGE 2855 AS AMENDED IN BOOK 2777, PAGE 330, MORTGAGE RECORDED IN BOOK 2830, PAGE 2800, ASSIGNMENT OF LEASES AND RENTS RECORDED IN BOOK 2830, PAGE 2808, MORTGAGE RECORDED IN BOOK 2831, PAGE 1210, ASSIGNMENT OF RENTS RECORDED IN BOOK 2821, PAGE 1224, NOTICE OF COMMENCEMENT RECORDED IN BOOK 2818, PAGE 1127, NOTICE OF COMMENCEMENT RECORDED IN BOOK 2821, PAGE 1230, NOTICE OF COMMENCEMENT RECORDED IN BOOK 2829, PAGE 1687, NOTICE OF COMMENCEMENT RECORDED IN BOOK 2845, PAGE 571, NOTICE OF COMMENCEMENT RECORDED IN BOOK 2795, PAGE 2501, MORTGAGE RECORDED IN BOOK 2879, PAGE 2860, ASSIGNMENT OF LEASES AND RENTS RECORDED IN BOOK 2879, PAGE 2903, UCC FINANCING STATEMENT RECORDED IN BOOK 2879, PAGE 2916, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED IN BOOK 2879, PAGE 2922.

UNDERLYING RIGHTS OF WAY, EASEMENTS OR PLATS AFFECTING SAID PROPERTY ARE AS FOLLOWS:

RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT, DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, INCLUDING ANY AMENDMENTS OR MODIFICATIONS THERETO, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED IN BOOK 2762, PAGE 774, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). TERMINATION OF RESTRICTIVE COVENANTS, EASEMENTS AND AGREEMENTS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2775, PAGE 81. INTERLOCAL AGREEMENT FOR RECLAIMED WATER SERVICE AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2556, PAGE 245. ORDINANCE NO. 2297-2014 AS RECORDED IN BOOK 2763, PAGE 974, RE-RECORDED IN BOOK 2783, PAGE 2279. ORDINANCE NO. 2306-2015 AS RECORDED IN BOOK 2789, PAGE 272. ADMINISTRATIVE VARIANCE NO. 215060002 RECORDED IN BOOK 2797, PAGE 2805. DEED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN BOOK 379, PAGE 1860. EASEMENT FOR RIGHT OF WAY, RECORDED IN BOOK 609, PAGE 376. DEED TO MARTIN COUNTY RECORDED IN BOOK 718, PAGE 2433. EASEMENT FOR ROADWAY, RECORDED IN BOOK 910, PAGE 1820. EASEMENT GRANTED TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN BOOK 246, PAGE 72. EASEMENT GRANTED TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN BOOK 2839, PAGE 270. MEMORANDUM OF LAND LEASE AGREEMENT RECORDED IN BOOK 2850, PAGE 1505. MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LAND LEASE, RECORDED IN BOOK 2879, PAGE 2855. EASEMENT GRANTED TO FLORIDA & LIGHT COMPANY RECORDED IN BOOK 2860, PAGE 2171.

ALL CURRENT AD VALOREM TAXES ON THE SUBJECT PROPERTY HAVE BEEN PAID TO DATE.

THIS CERTIFICATE IS ISSUED SOLELY FOR THE PURPOSE OF COMPLYING WITH SECTION 177.041, FLORIDA STATUTES.

[signature]
Director of Title Operations
DATED THIS 2nd DAY OF November, 2016.

ACKNOWLEDGMENT (NORSOL, INC.)

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Marsha Zipkin, President TO ME WELL KNOWN TO BE THE President, RESPECTIVELY OF Norsol Inc., AND THEY ACKNOWLEDGED THAT THEY EXECUTED SUCH CERTIFICATE OF OWNERSHIP AND DEDICATION AS SUCH OFFICERS OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THEY ARE PERSONALLY KNOWN TO ME, OR PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

DATED THIS 24th DAY OF October, 2016.

[signature]
NOTARY PUBLIC
STATE OF ~~FLORIDA~~ Georgia

COMMISSION NO. None MY COMMISSION EXPIRES 2/11/2017 NOTARY STAMP:

ACKNOWLEDGMENT (16 KANNER, LLC)

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Scott Collette TO ME WELL KNOWN TO BE THE Member, RESPECTIVELY OF 16 Kanner, LLC, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SUCH CERTIFICATE OF OWNERSHIP AND DEDICATION AS SUCH OFFICERS OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THEY ARE PERSONALLY KNOWN TO ME, OR PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

DATED THIS 31st DAY OF October, 2016.

[signature]
NOTARY PUBLIC
STATE OF FLORIDA

COMMISSION NO. FF152986 MY COMMISSION EXPIRES December 20, 2018 NOTARY STAMP:

ACKNOWLEDGMENT (STUART 24 ASSOCIATES, LLC)

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Ted Schiff TO ME WELL KNOWN TO BE THE President, RESPECTIVELY OF Stuart 24 Associates LLC, AND THEY ACKNOWLEDGED THAT THEY EXECUTED SUCH CERTIFICATE OF OWNERSHIP AND DEDICATION AS SUCH OFFICERS OF SAID CORPORATION AND THAT THE SEAL OF SAID CORPORATION AND IT WAS AFFIXED BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT IT WAS THE FREE ACT AND DEED OF SAID CORPORATION. THEY ARE PERSONALLY KNOWN TO ME, OR PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

DATED THIS 31 DAY OF October, 2016.

[signature]
NOTARY PUBLIC
STATE OF FLORIDA

COMMISSION NO. FF239801 MY COMMISSION EXPIRES 10/5/19 NOTARY STAMP:

CLERK'S RECORDING CERTIFICATE:

I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THIS 1st DAY OF December 2016.

CAROLYN TIMMANN, CLERK
CIRCUIT COURT
MARTIN COUNTY, FLORIDA

BY: Sue Kennedy
DEPUTY CLERK (CIRCUIT COURT SEAL)

CERTIFICATE OF OWNERSHIP AND DEDICATION

NORSOL, INC. A DISTRICT OF COLUMBIA CORPORATION (OWNERS OF LOT 1), 16 KANNER LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNERS OF LOTS 2 AND 3), AND STUART 24 ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNERS OF LOT 4) THROUGH ITS UNDERSIGNED OFFICERS, HEREBY CERTIFIES THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED ON THIS PLAT OF SHOPPES AT MONTEREY AND KANNER REPLAT AND HEREBY DEDICATES AS FOLLOWS:

UTILITY EASEMENTS:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT OF SHOPPES AT MONTEREY AND KANNER REPLAT MAY BE USED FOR UTILITY PURPOSES BY ANY UTILITY COMPANY, INCLUDING CABLE TELEVISION AND INTERNET PROVIDERS. THE CITY OF STUART HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY UTILITY EASEMENT DESIGNATED AS SUCH ON THIS PLAT.

CROSS ACCESS EASEMENTS:

THE DEVELOPER HEREBY DEDICATES AND RESERVES TO THE OWNERS OF LOTS 1, 2, 3, AND 4 AND THEIR ASSIGNS, A PERPETUAL, NON-EXCLUSIVE CROSS ACCESS EASEMENT AS SHOWN ON THIS PLAT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, REGRESS, AND PASSAGE AS NEEDED TO SERVE THE LOTS AND TRACTS AS SHOWN ON THIS PLAT. ADDITIONAL CROSS ACCESS EASEMENTS ACROSS FUTURE DRIVEWAY CUTS WILL NEED TO BE CREATED TO SERVICE FUTURE DRIVEWAY ACCESS TO KANNER HIGHWAY.

LIFT STATION EASEMENT, WATER EASEMENT, AND SEWER EASEMENT:

THE LIFT STATION EASEMENT, WATER EASEMENT, AND SEWER EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF STUART, AS A PERMANENT EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE, AND REPAIR OF UTILITY RELATED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: LIFT STATION, PUMPS, PIPELINES, FENCES, STRUCTURES, POWER LINE HOOKUPS, AND INGRESS/EGRESS IN, UNDER, AND ACROSS THE LIFT STATION EASEMENT, AS MAY BE REASONABLY NECESSARY FOR LIFT STATION AND UTILITY PURPOSES.

WALL EASEMENT:

THE DEVELOPER HEREBY DEDICATES AND RESERVES TO THE OWNERS OF LOTS 1, 2, 3, AND 4 AND THEIR ASSIGNS, A PERPETUAL, NON-EXCLUSIVE WALL EASEMENT AS SHOWN ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTING, MAINTENANCE, AND ACCESS OF THE WALL TO BE BUILT ON THE EASTERLY LINE OF THE PROPERTY SHOWN HEREON.

AT&T EASEMENT:

THE AT&T EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO AT&T AS A PERMANENT EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE, AND REPAIR OF UTILITY RELATED EQUIPMENT.

WITNESSED:

BY: [signature] (PRINT NAME) [signature] SIGNATURE AND DATE 10/31/16

BY: Bryan A. Fisher (PRINT NAME) [signature] SIGNATURE AND DATE

BY: Bryan A. Fernandez (PRINT NAME) [signature] 10/31/16 SIGNATURE AND DATE

SIGNED THIS 24th DAY OF October 2016 ON BEHALF OF SAID COMPANY BY ITS MANAGING MEMBER.

NORSOL, INC., A DISTRICT OF COLUMBIA CORPORATION

BY: Marsha Zipkin, President

[signature] Member
16 KANNER, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: Scott Collette

STUART 24 ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
by its managers T & R Associates, LLC
by its manager: R15 Associates, LLC

BY: [signature]
Theodore S. Schiff, President and authorized signer

CITY APPROVAL:

STATE OF FLORIDA
COUNTY OF MARTIN

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATES INDICATED:

DATE: 11-4-16. [signature] Jeffrey Krauskopf — CITY MANAGER

DATE: 11-4-16 [signature] CHERIE WHITE — CITY CLERK

DATE: 11-4-16 [signature] — CITY ATTORNEY

DATE: 11-4-16 [signature] BRIAN GOOD — CITY ENGINEER

DATE: 11/4/16 [signature] GREGORY S. FLEMING, PSM — CITY PLAT REVIEWER

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX

SHEET 1	COVER SHEET AND LEGAL DESCRIPTION
SHEET 2	PLAT DETAILS AND NOTES

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
CH	CHORD LENGTH
CB	CHORD BEARING
C-1	CURVE TAG LABEL (SEE CURVE TABLE)
L-1	LINE TAG LABEL (SEE LINE TABLE)
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
(D)	DEED MEASUREMENT
⊡	FOUND 4"x4" CONCRETE MONUMENT AS NOTED
■	SET 4"x4" CONCRETE MONUMENT (LB 8011)
●	SET NAIL & DISK (LB 8011)
●	SET 5/8" IRON ROD & CAP (LB 8011)
PRM	PERMANENT REFERENCE MONUMENT
S.R.	STATE ROAD
LBF	LANDSCAPE BUFFER
FPL ESMT	FLORIDA POWER & LIGHT EASEMENT
WSE	WATER & SEWER EASEMENT

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

DEWBERRY ENGINEERS, INC. - 7220 FINANCIAL WAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LICENSED BUSINESS NO. 8011

[signature] DATED 11-01-2016
JEREMY B. BALLICK
FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 6715

SHEET 1 OF 2

Dewberry
7220 FINANCIAL WAY, SUITE 200
JACKSONVILLE, FLORIDA 32256
PHONE: 904.423.4935 FAX: 904.332.8633
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHOPPES AT MONTEREY AND KANNER REPLAT

PLAT BOOK: 17 PAGE: 39

BEING A REPLAT OF SHOPPES AT MONTEREY AND KANNER, RECORDED IN PLAT BOOK 17, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. LOCATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART MARTIN COUNTY, FLORIDA. A COMMERCIAL PLANNED UNIT DEVELOPMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C-1	225.58	9772.18	001°19'21"	225.58	N10°59'42"W
C-2	244.01	9772.18	001°25'50"	244.00	N09°37'06"W
C-3	170.03	9772.18	000°59'49"	170.03	N08°24'16"W
C-4	346.29	9772.18	002°01'49"	346.27	N06°53'27"W
C-5	23.53	15.00	089°53'18"	21.19	N50°31'47"W
C-6	21.66	25.00	049°37'47"	20.98	S39°42'40"W
C-7	52.24	9772.18	000°18'23"	52.24	S07°33'05"E
C-8	19.75	25.00	045°15'14"	19.24	S72°50'49"E
C-9	34.46	9772.18	000°12'07"	34.46	S07°48'18"E
C-10	5.02	9772.18	000°01'46"	5.02	S05°53'26"E
C-11	8.98	9772.18	000°03'10"	8.98	S05°55'53"E
C-12	14.54	18.50	045°01'29"	14.21	N15°45'59"E
C-17	23.33	9762.18	000°08'13"	23.33	S11°36'01"E

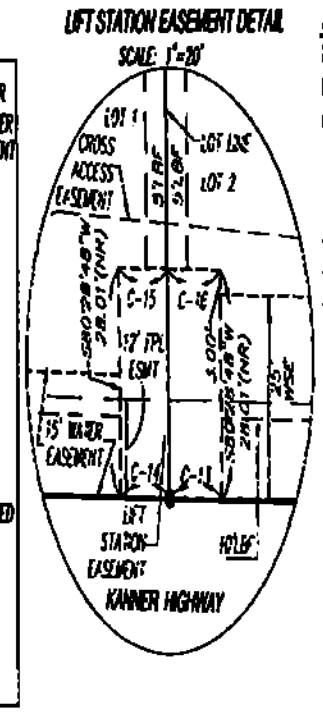
LINE TABLE

LINE	BEARING	LENGTH
L-1	S80°28'48"W	24.00
L-2	N5°35'08"W	25.90
L-3	S84°31'34"W	0.77
L-4	S84°31'34"W	42.65
L-5	N5°35'08"W	38.81
L-6	N5°35'08"W	37.98
L-7	N80°28'48"E	33.55
L-8	N80°28'48"E	24.06
L-9	N80°28'48"E	33.83
L-10	N80°28'48"E	24.00
L-11	N80°28'48"E	34.25
L-12	N80°28'48"E	24.00
L-13	S42°13'11"W	41.69
L-14	S89°38'01"E	54.08
L-15	N02°51'10"E	15.00
L-16	N89°38'01"W	46.85
L-17	S30°04'00"W	37.80
L-18	S30°04'00"W	51.22
L-19	S89°47'36"W	31.22
L-20	N11°54'48"W	18.84
L-21	S89°42'36"W	25.28

LEGEND AND ABBREVIATIONS:

- ± MORE OR LESS
- LB LICENSED BUSINESS
- NO. NUMBER
- LS LAND SURVEYOR
- I.D. IDENTIFICATION
- ℄ CENTERLINE
- R RADIUS
- L ARC LENGTH
- Δ DELTA (CENTRAL ANGLE)
- CH CHORD LENGTH
- CB CHORD BEARING
- C-1 CURVE TAG LABEL (SEE CURVE TABLE)
- L-1 LINE TAG LABEL (SEE LINE TABLE)
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- (D) DEED MEASUREMENT
- ⊡ FOUND 4"x4" CONCRETE MONUMENT AS NOTED
- ■ SET 4"x4" CONCRETE MONUMENT (LB 8011)
- ● SET NAIL & DISK (LB 8011)
- ● SET 5/8" IRON ROD & CAP (LB 8011)
- PRM PERMANENT REFERENCE MONUMENT
- S.R. STATE ROAD
- LBF LANDSCAPE BUFFER
- FPL ESMT FLORIDA POWER & LIGHT EASEMENT
- WSE WATER & SEWER EASEMENT

LIFT STATION EASEMENT DETAIL
SCALE: 1"=20'



LIFT STATION EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C-13	13.00	9772.18	000°04'34"	13.00	[illegible]
C-14	12.00	9772.18	000°04'13"	12.00	[illegible]
C-15	12.01	9744.18	000°04'14"	12.01	S07°51'38"E
C-16	13.00	9744.18	000°04'35"	13.00	S07°56'13"E

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT, AS DERIVED FROM THE TRIMBLE VIRTUAL REFERENCE STATION NETWORK. AS A REFERENCE FOR THIS PLAT, THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY HAS A BEARING OF SOUTH 08°48'11" EAST. THE COORDINATES SHOWN HEREON WERE DETERMINED FROM SAID NETWORK.

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3. ANY CONSTRUCTION IN THAT PORTION OF THE PLATTED UTILITY EASEMENT MAY NOT CONFLICT WITH FPL'S USE (FACILITIES, RIGHTS, ETC.) AND THE INSTALLING PARTY PAYS FOR ANY DAMAGE CAUSED TO FPL FACILITIES. THE INSTALLING PARTY MUST OBTAIN FPL'S PERMISSION PRIOR TO COMMENCING CONSTRUCTION IN THE EASEMENT AREA.

4. LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF STUART LAND DEVELOPMENT REGULATIONS.

5. ALL LOT LINES ALONG CURVES ARE NOT RADIAL UNLESS NOTED OTHERWISE.

6. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.

7. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

9. THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.

10. THIS IS NOT A BOUNDARY SURVEY. THE SURVEY MEASUREMENTS SHOWN ON THIS PLAT ARE REFERENCED TO A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY THIS COMPANY, JOB # 4TER-J25.

11. THE STATE PLANE COORDINATES SHOWN HEREON ARE SHOWN IN US SURVEY FEET AND ARE REFERENCED TO THE FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. COORDINATES SHOWN HEREON WERE DETERMINED FROM MULTIPLE OBSERVATIONS OBTAINED FROM THE TRIMBLE VIRTUAL REFERENCE STATION NETWORK.

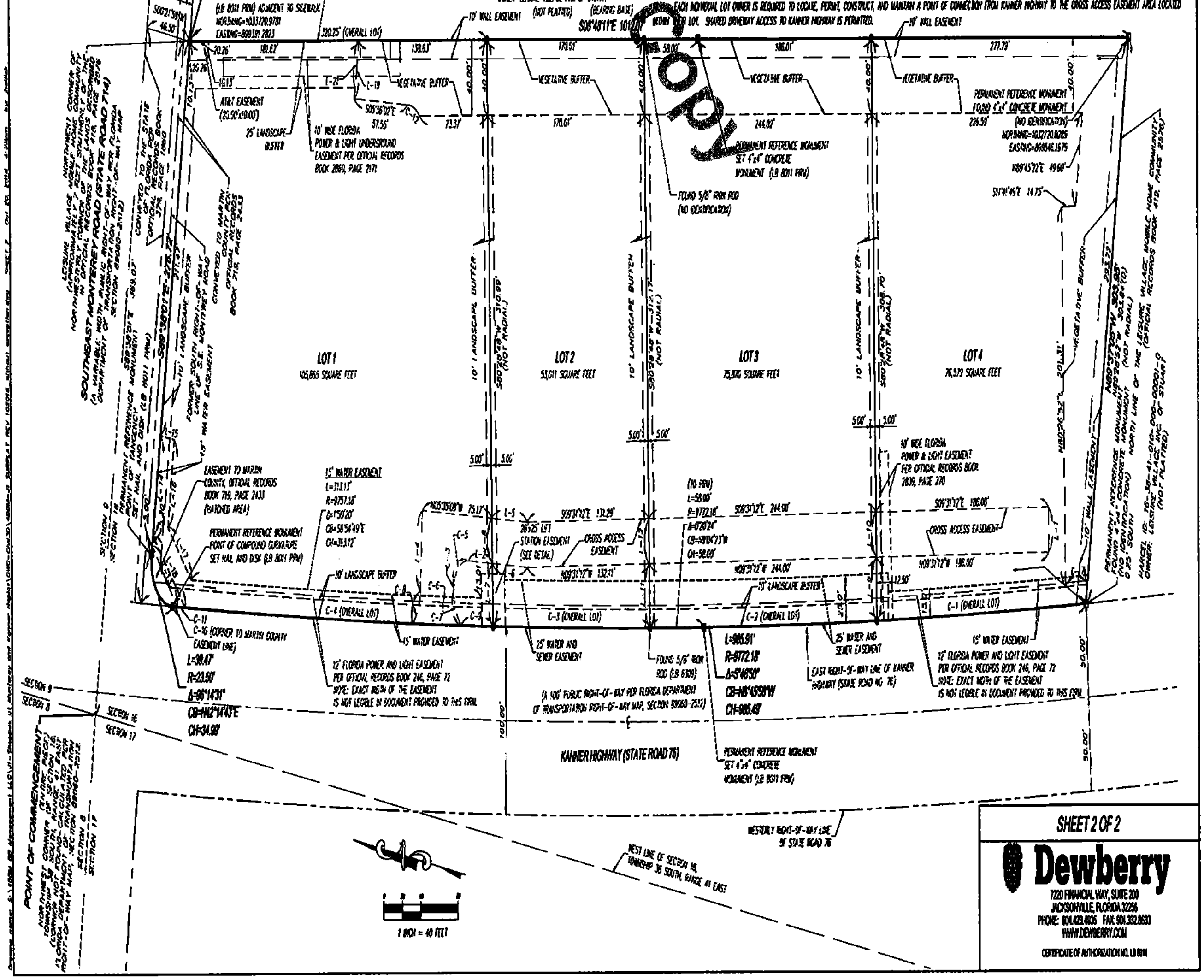
12. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 142, MAP NO. 12085C0142F, MARTIN COUNTY, FLORIDA, EFFECTIVE DATE OF OCTOBER 4, 2002, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONES "AE" (BASE FLOOD ELEVATION = 7.0 FEET) AND "X".

13. LOT 1 IS SUBJECT TO A UTILITY EASEMENT WITH GUY ANCHOR RIGHTS AS RECORDED IN DEED BOOK 246, PAGE 72, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

14. PER THE TERMS OF THE DECLARATION, EACH INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR THE LANDSCAPE BUFFER AREAS LYING WITHIN THEIR PARTICULAR LOT.

15. EACH INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE WALL LYING WITHIN THE WALL EASEMENT IN THEIR PARTICULAR LOT. SAID WALL IS TO BE LOCATED ALONG THE EASTERLY LINE OF THE LANDS SHOWN HEREON.

16. EACH INDIVIDUAL LOT OWNER IS REQUIRED TO LOCATE, PERMIT, CONSTRUCT, AND MAINTAIN A POINT OF CONNECTION FROM KANNER HIGHWAY TO THE CROSS ACCESS EASEMENT AREA LOCATED WITHIN THEIR LOT. SHARED DRIVEWAY ACCESS TO KANNER HIGHWAY IS PERMITTED.



SHEET 2 OF 2

Dewberry
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JACKSONVILLE, FLORIDA 32256
PHONE: 904.421.4005 FAX: 904.332.8633
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

INSTR # 2496279 OR BK 2763 PG 974 RECD 01/27/2015 02:10:27 PM
(50 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC $0.00, MTG DOC $0.00, INTANGIBLE $0.00

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2297-2014

AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING A 5.98-ACRE COMMERCIAL PLANNED UNIT DEVELOPMENT (C-PUD) AGREEMENT, ORIGINALLY APPROVED UNDER ORDINANCE NO. 1571-1997, THEREBY; (1) INCORPORATING AN ADJOINING 1.26-ACRE B-1 "BUSINESS" ZONED PARCEL INTO THE ORIGINAL 5.98-ACRE PARCEL AND APPLYING C-PUD ZONING TO THE ENTIRE 7.24-ACRE SITE; (2) DIVIDING THE 7.24-ACRE SITE INTO FOUR LOTS; (3) ADOPTING A MASTER SITE PLAN ENCOMPASSING THE NEWLY ESTABLISHED 7.24-ACRE SITE, INCLUDING A FULL DEVELOPMENT PLAN FOR LOT NO. 1, CONSISTING OF A "WAWA" GAS STATION AND CONVENIENCE STORE AND A PARTIAL DEVELOPMENT PLAN FOR LOTS 2, 3 AND 4; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 AND S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; 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.

Copy Copy Copy

WHEREAS, the Local Planning Agency heard this agenda item on 10/30/2014 and provided recommendation of approval to the City Commission.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by 2014 Monterey Stuart Associates, LLC, and Grand Bank and Trust of Florida;

WHEREAS, the application for rezoning was properly filed on behalf of the petitioner, 2014 Monterey Stuart Associates, LLC, and Grand Bank and Trust of Florida;

WHEREAS, the property is legally described as set forth in an exhibit to this ordinance; and

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 CPUD; 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 CPUD development will be in harmony with surrounding properties and their anticipated development;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

Copy Copy Copy

SECTION 2: The legal description of the property is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The revised and new conditions of development for the property are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following documents 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 applicable to the Property, and shall replace any earlier approvals:

1. **The Master CPUD Plan, Sheet C-6 by CPH, Inc., Engineers, dated 07.11.14, Revised 11.13.14.**
2. **The Civil Site Dimension Plan, Sheet C-7 by CPH, Inc., Engineers, dated 07.11.14, Revised 11.13.14.**
3. **General Details, Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14.**
4. **The Tree Mitigation Plan, Sheets L1 & L2 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14, Revised 11.13.14.**
5. **Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.**
6. **The Landscape Plan, Sheet. LA-3 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14, Revised 10.21.14**
7. **The Architectural Elevations, Sheets A1 & A2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 07.09.14.**
8. **The Architectural Canopy Plan Elevations and Details, Sheets CA1 & CA2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 04.14.14.**
9. **The Wawa sign plans, Sheets 1 thru 6 by Thomas Sign & Awning Co., Inc., dated 07.18.14. (The monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height).**

Copy Copy Copy

10. **Declaration with Easements, Covenants, Conditions and Restrictions dated_____ and signed by the manager for 2014 Monterey Stuart Associates LLC. a Florida limited liability company.**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

Copy Copy Copy

b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior 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: This ordinance and agreement shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

Copy Copy Copy

PASSED on First Reading this 24th day of November, 2014.

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

KELLI GLASS LEIGHTON, MAYOR	X		
JEFFREY A. KRAUSKOPF, VICE MAYOR	X		
TROY MCDONALD, COMMISSIONER	X		
EULA CLARK, COMMISSIONER	X		
THOMAS F. CAMPENNI, COMMISSIONER	X		

ADOPTED this 8th day of December, 2014.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · SAILFISH CAPITAL OF THE WORLD · INCORPORATED 1914

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ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING ORDINANCE, AND 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 FOREGOING ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS ORDINANCE, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Pam Laurenzo

Print Name: Pam Laurenzo

Jean Duce

Print Name: JEAN DUCE

2014 Monterey Stuart Associates, LLC

A Florida limited liability company

Name: E. Patrick [illegible]

Title: member

Print Name: Michelle Pelletier

Michelle Pelletier

Print Name: MARLIENE M. STAHL

Marliene M. Stahl

Grand Bank and Trust of Florida

Name: [illegible]

Title: Ex. Vice Pres.

Copy Copy Copy

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2297-2014 was acknowledged before me this 7th day of January, 2015, by E. Patrick Dyal, the member for 2014 Monterey Stuart Associates, LLC and by Gerald Mathews, the E.V.P. for Grand Bank and Trust of Florida

Pamela L. Laurenzo

PAMELA L LAURENZO
MY COMMISSION # EE120626
EXPIRES August 10, 2015
(407) 260-0153 FloridaNotaryService.com

Notary Public, State of Florida

My Commission Expires: 8/10/15

Notary Seal

Personally Known ✓ OR Produced Identification _____

Type of ID_____

Copy Copy Copy

EXHIBIT "A" LEGAL DESCRIPTION

(PARCEL 1-2014 Monterey Stuart Associates, LLC):

A PARCEL OF LAND BEING SITUATE IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD 76 AND THE SOUTH RIGHT OF WAY LINE OF S. E. MONTEREY ROAD (SAID POINT OF COMMENCEMENT BEING 33 FEET SOUTH OF THE NORTH LINE OF GOVERNMENT LOT 4 I N SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, A DISTANCE OF 1253.48 FEET WESTERLY OF THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 9772.18 FEET AND A CENTRAL ANGLE OF 00°02'29" ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD 76, A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°30'52" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S. E. MONTEREY ROAD, A DISTANCE OF 302.12 FEET TO THE NORTHWEST CORNER OF LEISURE VILLAGE MOBILE HOME COMMUNITY (UNRECORDED) (BEING APPROXIMATELY 7 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 08°44'41" EAST, ALONG THE WEST LINE OF SAID LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 176.12 FEET; THENCE NORTH 89°30'52" WEST, A DISTANCE OF 310.06 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 9772.18 FEET AND A CENTRAL ANGLE OF 01°01'34", A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THAT PART CONVEYED TO THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 379, PAGE 1860; AND THAT PART CONVEYED TO MARTIN COUNTY RECORDED IN OFFICIAL RECORDS BOOK 719, PAGE 2433, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LEGAL DESCRIPTION (PARCEL 2-Grand Bank & Trust of Florida):

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 AND THE SOUTH RIGHT-OF-WAY LINE OF S.E. MONTEREY ROAD IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 ALONG THE ARC OF A CURVE WITH RADIUS OF 9772.18 FEET AND CENTRAL ANGLE OF 1°01'34" A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°30'52" EAST PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF S.E. MONTEREY ROAD A DISTANCE OF 310.06 FEET TO AN INTERSECTION WITH THE WEST LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY (UNRECORDED); THENCE RUN SOUTH 8°44'41" EAST ALONG THE WEST LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 842.54 FEET; THENCE RUN NORTH 89°28'52" WEST ALONG THE NORTH LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 303.84 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE RUN NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 ALONG THE ARC OF A CURVE WITH RADIUS OF 9772.18 FEET AND CENTRAL ANGLE OF 4°56'47" A DISTANCE OF 843.64 FEET TO THE POINT OF BEGINNING.

Exhibit 'A' continued next page.

(con't.)

EXHIBIT "A" LEGAL DESCRIPTION

LEGAL DESCRIPTION (ENTIRE PIECE):

PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

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EXHIBIT "B" LOCATION MAP

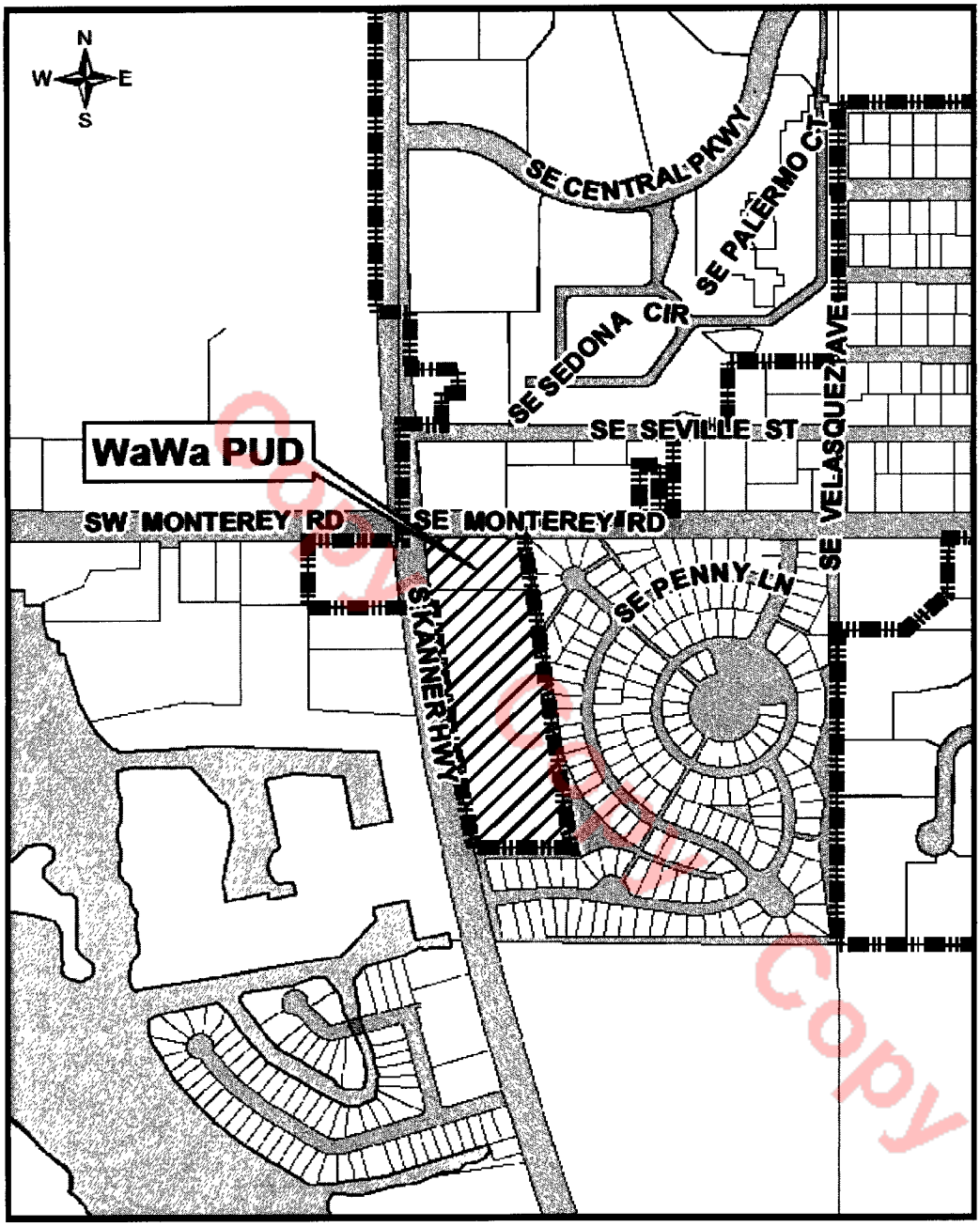

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EXHIBIT "C"

DEVELOPMENT CONDITIONS

ORDINANCE #2297-2014 "WAWA GAS STATION AND CONVENIENCE STORE AND PARTIAL DEVELOPMENT CPUD PLAN"

Approved Plans and Documents

1. The project and the use thereof shall comply with the following drawings:
   a. Master CPUD Plan, Sheet C-6 by CPH, Inc., Engineers, dated 07.11.14, revised 11.13.14.
   b. Civil Site Dimension Plan, Sheet C-7 by CPH, Inc., Engineers, dated 07.11.14, revised 11.13.14.
   c. General Details, Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14.
   d. Tree Mitigation Plan, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated_11.13.14.
   e. Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated_11.13.14.
   f. Landscape Plan, Sheet. LA-3 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14.and revised per LPA comments 10.21.14.
   g. Architectural Elevations, Sheets A1 & A2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 07.09.14.
   h. Architectural Canopy Plan Elevations and Details, Sheets CA1 & CA2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 04.14.14.
   i. Wawa sign plans, Sheets 1 thru 6 by Thomas Sign & Awning Co., Inc., dated 07.18.14. (The monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height).
   j. Declaration with Easements, Covenants, Conditions and Restrictions dated_____ and signed by the manager for 2014 Monterey Stuart Associates LLC. a Florida limited liability company.

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2. Any modifications to the Master CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage 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. Development of the Subject Property as a CPUD shall include an impervious area of not more than sixty-five percent (65%) for lots 2, 3 and 4 within the CPUD. The Wawa gas station and convenience store on lot 1 shall not exceed an impervious area of not more than (67%).

4. The maximum building height within the CPUD shall be 45 feet. 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. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height.

Landscaping

5. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

7. A Landscape maintenance 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

8. Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

9. Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required

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landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14.

10. The project's storm water facilities, specifically the Native Planting schemes at the detention/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".

11. A Preserve area maintenance plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects.

Tree Mitigation

12. Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

Lot #1	Lot #2	Lot #3	Lot #4
Slash Pine = $9,112.50	Slash Pine = $9,112.50	Slash Pine = $9,112.50	Slash Pine = $9,112.50
Highrise Oak = $8,075	Highrise Oak = $8,075	Highrise Oak = $8,075	Highrise Oak = $8,075
Total = $17,187.50	Total = $17,187.50	Total = $17,187.50	Total = $17,187.50

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Prior to Issuance of Site Permits

13. Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.

14. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

15. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

16. 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 issuance of a site permit.

17. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

18. "Hat racking" of trees is prohibited on the property.

19. All on-site utilities must be buried except for the existing FPL transmission line.

20. At the time of development of the Wawa gas station and convenience store, the developer is to provide an 8' high wall, per the wall detail on Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14 with 5' of natural preserve buffer. Said wall and preserve buffer shall be consistent along the entire length of the east and south property lines of the CPUD in accordance with landscape plans, Shts. L1 and L2 by Aloha Pacifica landscape architects.

21. a.) Upon FDOT's issuance of a curb cut permit for access to lot 4, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.

    b.) Upon FDOT's issuance of a curb cut permit for access to lot 3, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.

    c.) Upon FDOT's issuance of a curb cut permit for access to lot 2, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.

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22. The developer is responsible for designing and constructing sanitary sewer to all four parcels. This will require a master lift station as well as ancillary piping sized adequately to accommodate wastewater from all four parcels.

23. The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.

24. The developer must execute a utility service agreement that includes the terms and conditions of reimbursements by the city for oversizing facilities of greater size or capacity than needed by the applicant.

25. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.

26. Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 db at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 p.m. to 3:00 p.m. on weekdays.

27. All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.

28. Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

29. 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.

30. Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting shall comply with Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.

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31. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

32. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

33. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.

34. Temporary or freestanding storage units are prohibited on the property once construction is complete.

35. The project's storm water facilities, specifically the Native Planting schemes at the detention/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".

36. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

Future Development of Lots 2, 3 & 4

37. The developer may grade into 20% of the re-created native vegetation area in order to meet stormwater needs for the remaining 3 lots.

38. Parking areas shall be interconnected throughout the CPUD

39. All buildings and structures shall have a walkway connection with the off-site sidewalk system.

40. The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.

41. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

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42. Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

43. Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT - Lot 1 **Wawa Gas Station and Convenience Store.**	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Jan 30, 2015**
Final Certificate of Occupancy for all site and building improvements.	**June 30, 2016**

TIMETABLE OF DEVELOPMENT - Lots 2, 3 & 4 **Requires a Major Amendment to the CPUD**	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Jan 30, 2018**
Final Certificate of Occupancy for all site and building improvements.	**June 30, 2019**

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Allowable Uses

44. The following uses shall be permitted considering Sec.601.13. Off-street parking schedule of the City's Land Development Code - as the standard for required off-street parking.
    a. Gas station and convenience store
    b. Professional office, including medical
    c. Retail
    d. Restaurant
    e. Restaurant with fast food drive-thru. (see condition 50 below)

Prohibited

45. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.

46. Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.

47. Billboards are prohibited on the property.

48. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

49. No vehicles shall be displayed or stored within the public right-of-way at any time.

50. To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
    a. The Development Director approves of the P.A. system
    b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.

Signage

51. The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10' in height with design criteria conforming to the City's Land Development Code shall be located within the landscape buffer along Kanner Hwy for lots 2, 3, and 4.

Platting

52. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued.

53. The PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicant

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shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:

a. An 8 foot wall, with 5 feet of preserve on the east and south side of the wall,
b. The entire 40 foot wide preserve area on the east and south perimeter of the site,
c. Landscape strips straddling lot lines of lots 2, 3, and 4,
d. Entrance aprons from S.E. Kanner Hwy and
e. The north-south connecting drive aisle extending through lots 2, 3, and 4.

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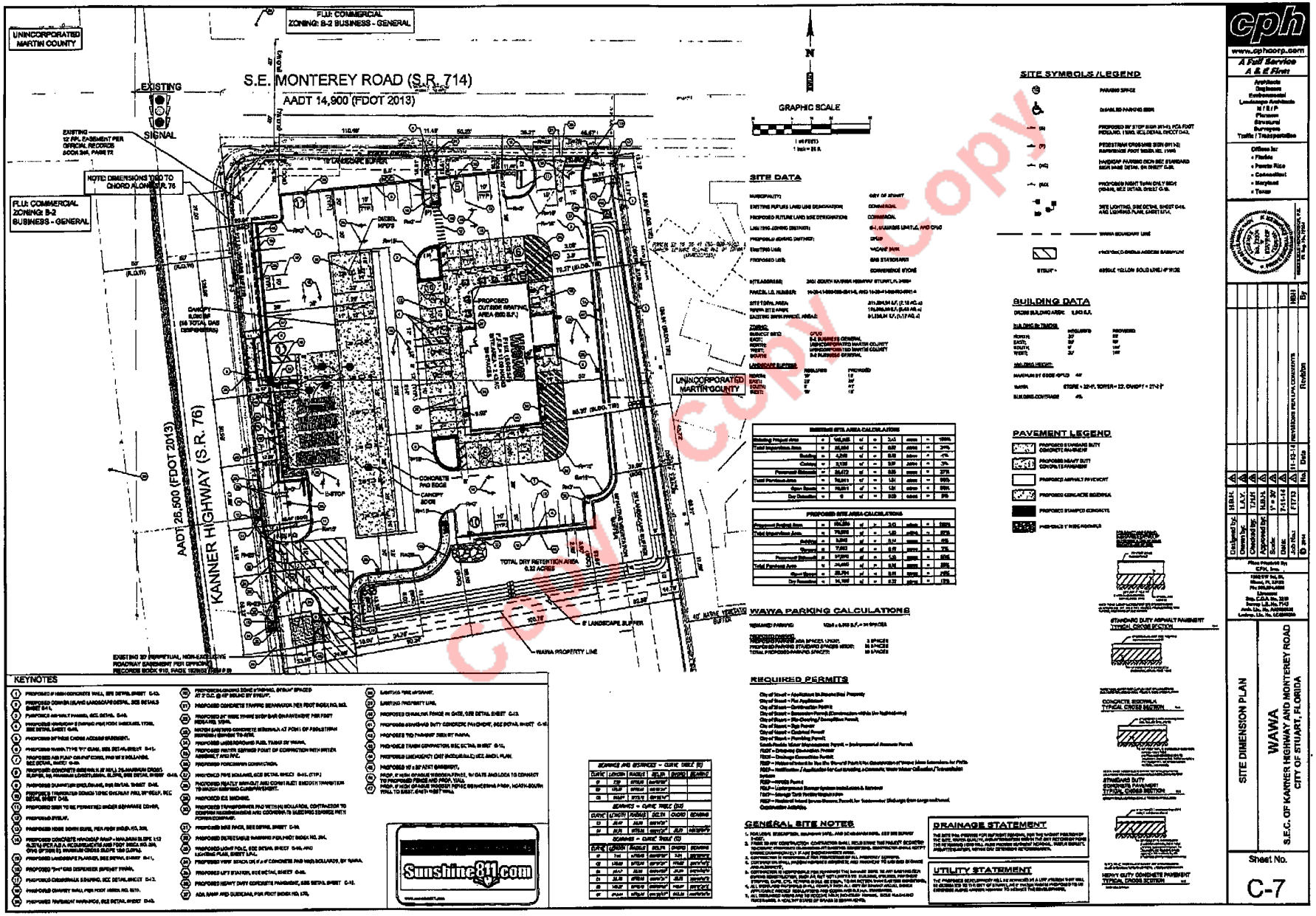

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- Texas

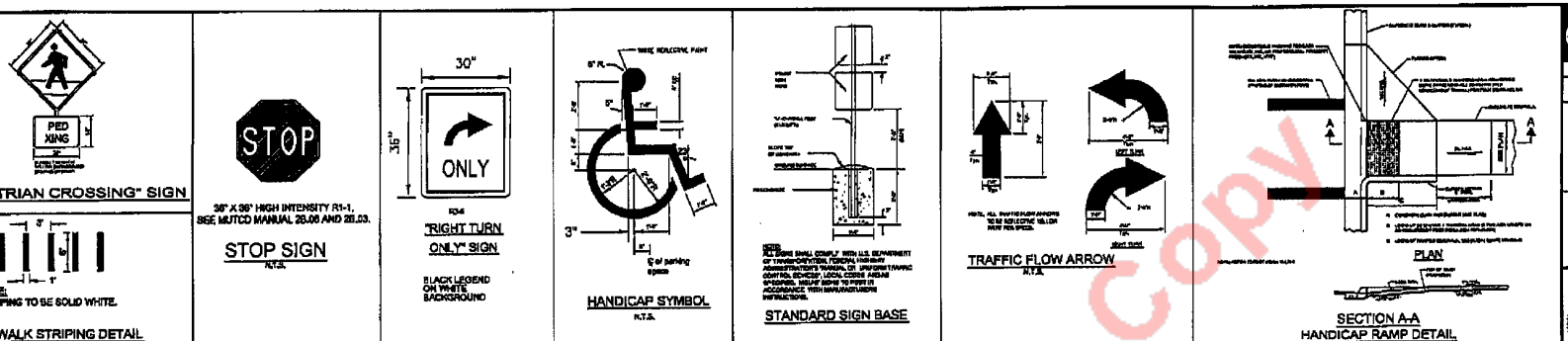
No.	Date	Revision	By
1	11-13-14	revisions per LPA comments	HBH

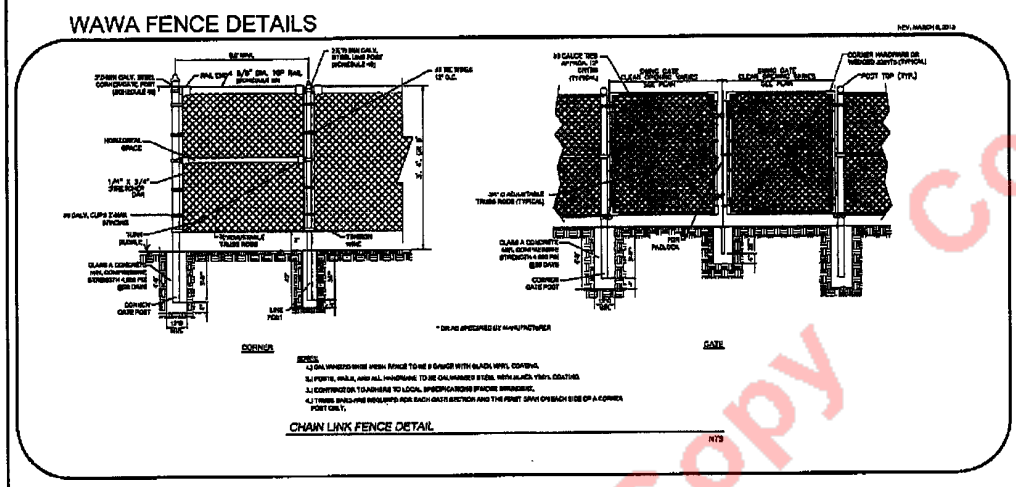
Designed by: H.B.H.
Drawn by: L.A.V.
Checked by: T.M.H.
Approved by: H.B.H.
Scale: 1" = 30'
Date: 7-11-14
Job No.: F1713

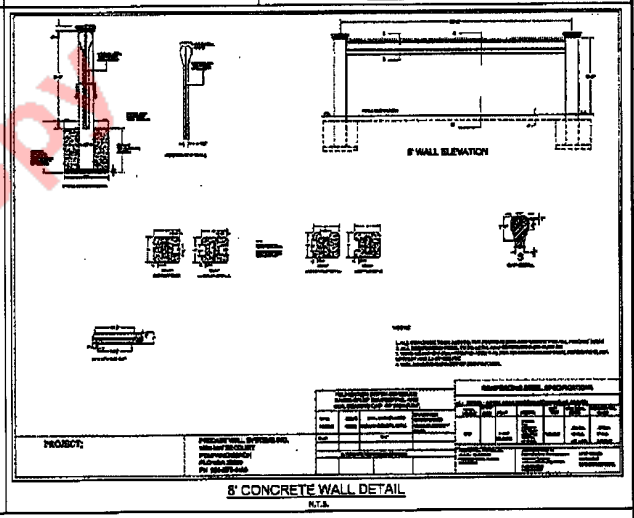
SITE DIMENSION PLAN

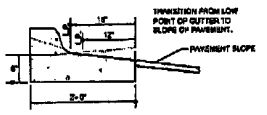
WAWA
S.E.C. OF KANNER HIGHWAY AND MONTEREY ROAD
CITY OF STUART, FLORIDA

Sheet No.
C-7









GENERAL NOTES

1. THE CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS "I" CONCRETE, AND HAVE A COMPRESSIVE STRENGTH OF 3000 PSI.
2. ALL CURBS SHALL HAVE CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTERS FOR N.J. CURBS.

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N.T.S. SPILLTYPE

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Rev	Date	Revision	By
1	11-13-14	REVISIONS PER LPA COMMENTS	HSM

Designed by: H.S.K.
Drawn by: L.A.Y.
Checked by: T.J.U.T.
Approved by: H.S.K.
Scale: N.T.S.
Date: 7-11-14
Job No.: #1765

Plans Prepared By:
CPH, Inc.
7900 SW 1st St
Miami, FL 33144
PH 305-262-0035
Licensed
Eng. C.O.A. No. 3239
Survey C.A. No. 7148
Arch. LC. No. AA26002048
Landscape LA. No. LC26000548

GENERAL DETAILS

WAWA
S.E.C. OF KANNER HIGHWAY AND MONTEREY ROAD
CITY OF STUART, FLORIDA

Sheet No.
C-13

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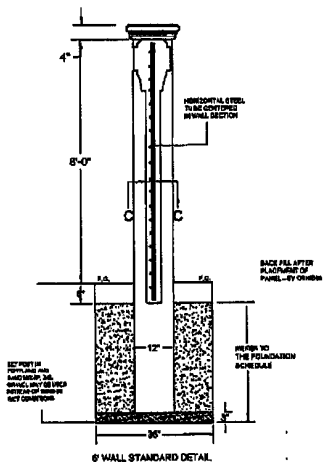

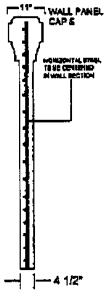

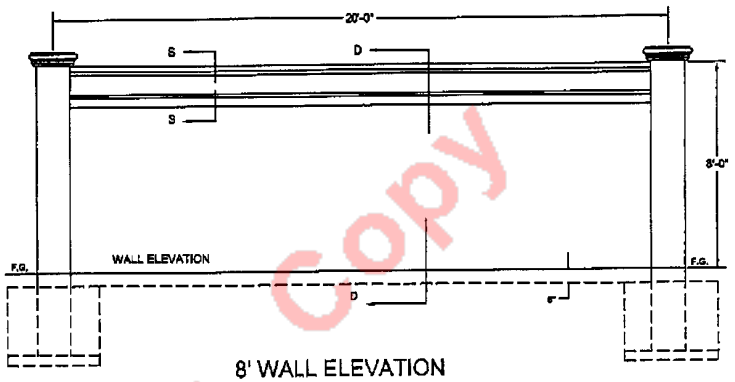

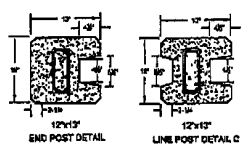

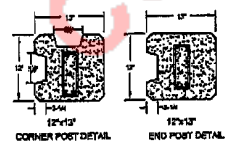

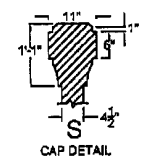

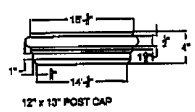

NOTES:

1. ALL CONCRETE TO BE 3,000 PSI FOR FOUNDATIONS AND 4,000 PSI FOR ALL PRECAST UNITS
2. ALL REINFORCING STEEL TO BE ASTM A615 DEFORMED BARS 60,000 PSI
3. WIND LOADS CALCULATED PER ASCE 7-10, FOR 150 MPH 3 SECOND GUST, EXPOSURE 'C', PER SECTION 1615.2.1 OF THE FBC
4. SOIL BEARING CAPACITY OF 2000 P.S.F. MIN..

FOUNDATION DEPTH SCHEDULE
BASED ON 36" DIA FOOTING, AND
SOIL BEARING CAP. OF 2000 P.S.F.

WALL HEIGHT	SOLID ROCK	DRY, UNDISTURBED MEDIUM DENSITY, SAND	SATURATED, UNDISTURBED MEDIUM, DENSITY SAND
8'-0"		4'-0"	
ALTERNATE FOOTING DIMENSIONS			

REINFORCING STEEL SPECIFICATIONS

ALL STEEL: ASTM A615 DEFORMED BARS 60,000 PSI

WALL HEIGHT	12"x13" SIZE	POST	HOOPS	MAT SIZE	VERTICAL BARS	HORIZONTAL BARS
8'-0"		4 - #5 RE-BARS	2" ABOVE FTG. THEN 4-1/2" O.C. TO 2'-6" ABOVE FTG. THEN BAL. AT 18" O.C.	96"x19'0"	.375 DIA. 12" O.C. A.S. 0.110	.375DIA 6" O.C. A.S. 0.22

PRECAST WALL SYSTEMS, INC.
1888 NW 22ND COURT
POMPANO BEACH, FL 33069
954-973-8488

JAMES BUSHOUSE P.E.
PROFESSIONAL ENGINEER 20311
STATE OF FLORIDA
1176 SW 4TH CT BOCA RATON
FLORIDA 33432
1-561-417-3891

NOT VALID WITHOUT EMBOSSED SEAL

PROJECT;

PRECAST WALL SYSTEMS INC.
1888 NW 22 COURT
POMPANO BEACH
FLORIDA 33069
PH 954-973-8488

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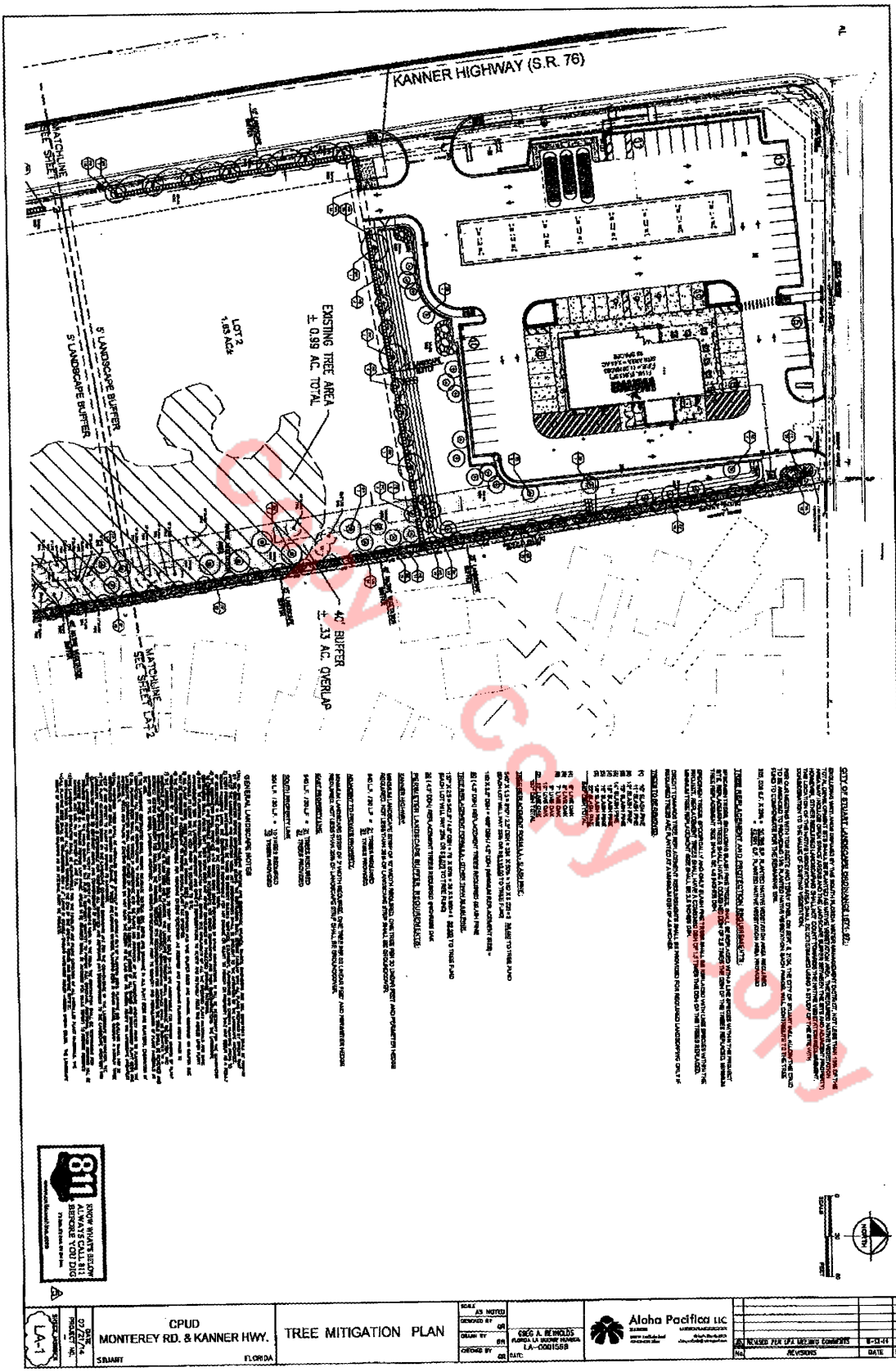
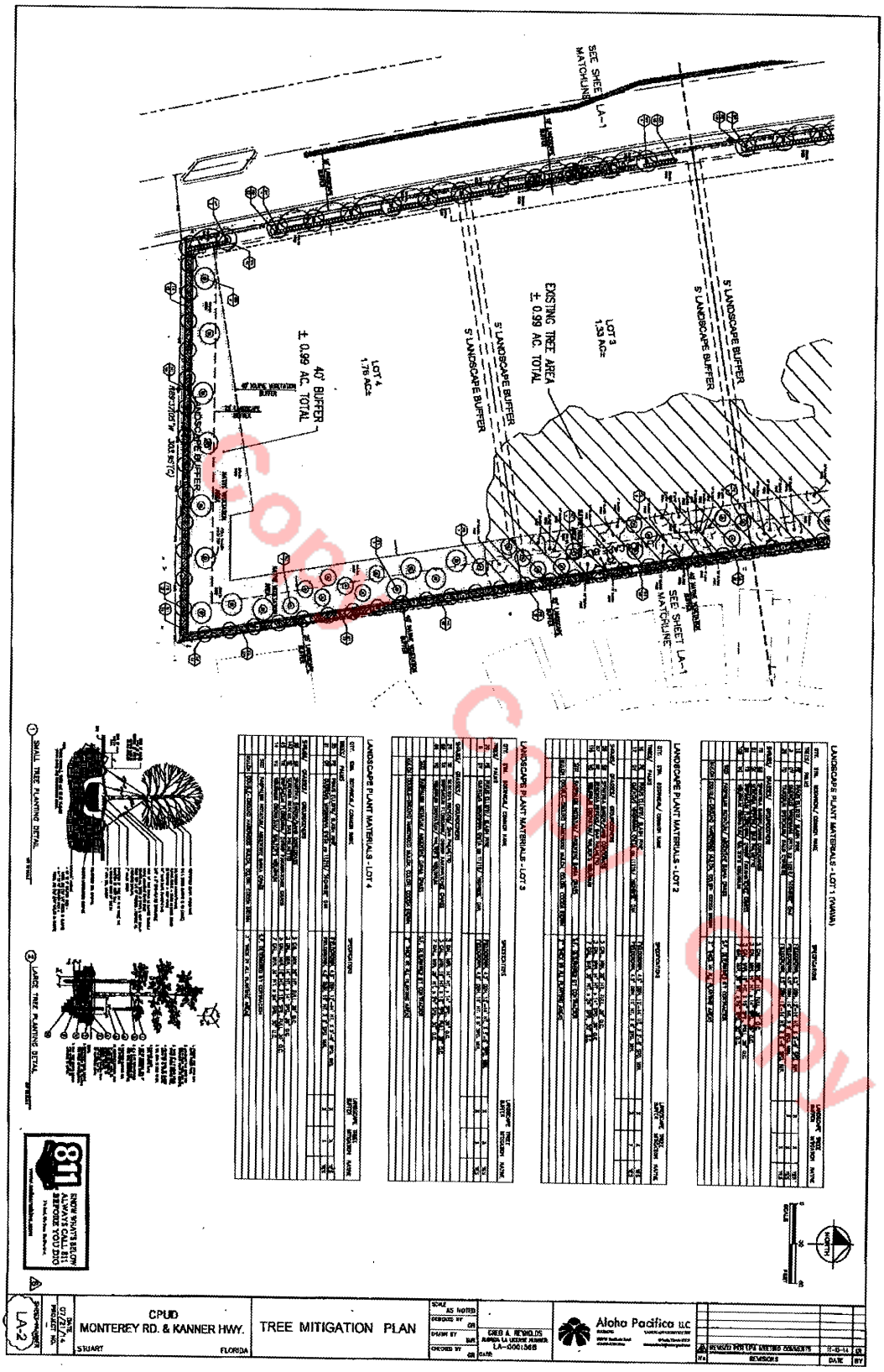
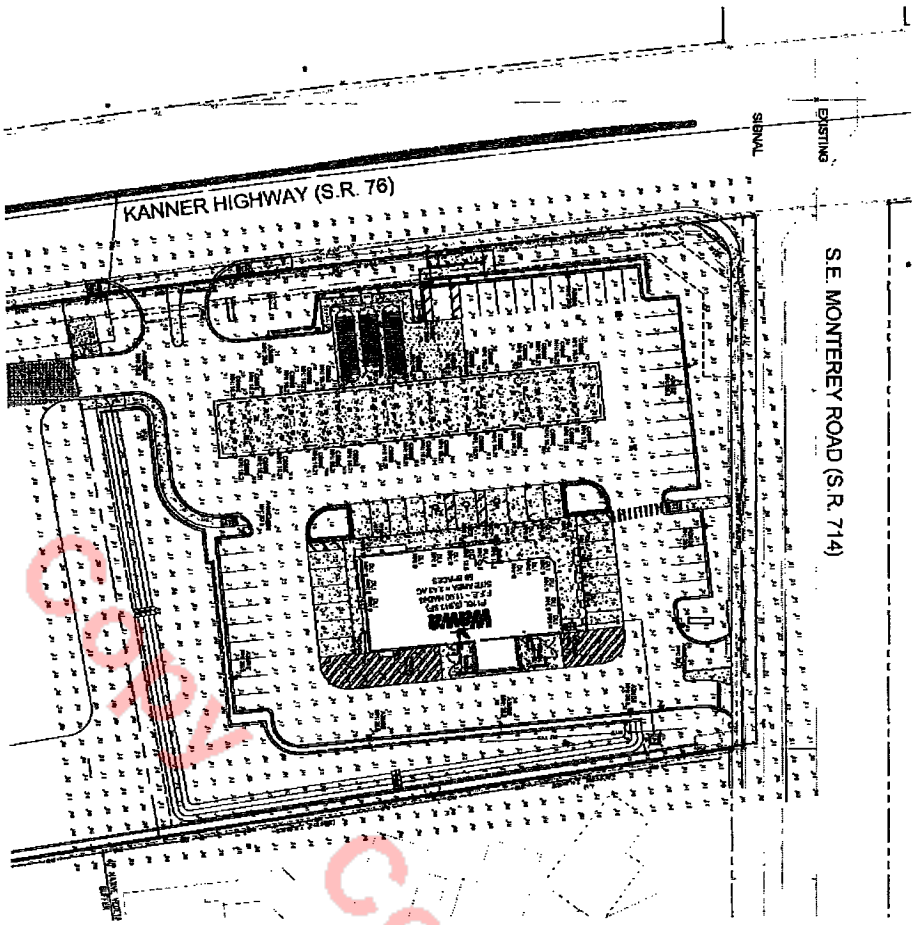

KANNER HIGHWAY (S.R. 76)
MATCHLINE SEE SHEET LA-2
5' LANDSCAPE BUFFER
5' LANDSCAPE BUFFER
LOT 2
1.85 AC±
EXISTING TREE AREA
± 0.99 AC. TOTAL
40' BUFFER
± .33 AC. OVERLAP
MATCHLINE SEE SHEET LA-2
CPUD
MONTEREY RD. & KANNER HWY.
STUART FLORIDA
TREE MITIGATION PLAN
Aloha Pacifica LLC
REVISED PER LPA REVIEW COMMENTS
LA-1

City Copy

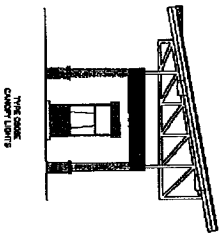

SEE SHEET LA-1 MATCHLINE
5' LANDSCAPE BUFFER
5' LANDSCAPE BUFFER
EXISTING TREE AREA ± 0.99 AC. TOTAL
LOT 3 1.33 AC±
LOT 4 1.76 AC±
40' BUFFER ± 0.99 AC. TOTAL
SEE SHEET LA-1 MATCHLINE
SMALL TREE PLANTING DETAIL
LARGE TREE PLANTING DETAIL
LANDSCAPE PLANT MATERIALS - LOT 4
LANDSCAPE PLANT MATERIALS - LOT 3
LANDSCAPE PLANT MATERIALS - LOT 2
LANDSCAPE PLANT MATERIALS - LOT 1 (KAWAN)
811
CPUD
MONTEREY RD. & KANNER HWY.
STUART
FLORIDA
TREE MITIGATION PLAN
AS NOTED
GR
BJK
GR
GREG A. REYNOLDS
FLORIDA LA LICENSE NUMBER
LA-0001368
Aloha Pacifica LLC
11-6-14
GR
REVISED PER LPA LIMITED COMMENTS
REVISION
DATE
BY
LA-2
07/21/14
PROJECT NO.

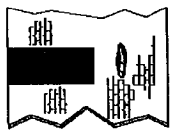
Copy Only

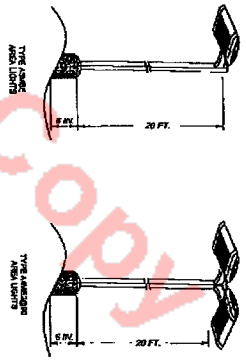


Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Lumens	LLF	Arr. Watts	Total Watts	Manufacturer	Description
	5	AM5BE	SINGLE	7668	0.900	134	1340	CREE, INC	ARE-EDG-3N(MOD)-HO-SQ-SA(UNIV)-530
	32	AM5EQBD	2@ 90 DEGREES	11556	0.900	268	8576	Cree Inc.	ARE-EDG-3N(MOD)-HO-SQ-SA(UNIV)-530
	32	CREE	SINGLE	13810	0.900	191	6112	CREE, INC.	CPY-SA-4-AA-MSA-HA-WH-SPA
	2	DL1	SINGLE	1344	0.900	27.4	54.8	PHILIPS LIGHTFAIR	DLL160/530/SC/WGL/SA1/DM1/ISH1/UNIV
	2	DL2	SINGLE	685	1.000	16.3	32.6	LSA ILLUMINATION	DL2 (SATURN)
	9	WPB84	SINGLE	2627	0.870	45	405	RELIANCE, A DIVISION OF RAJO LIGHTING	RELIANCE-WPB84-HO-SQ-SA-HA-530
	5	WP1	SINGLE	2011	1.000	46.8	234	SCOTT ARCHITECTURAL LIGHTING	WP1 SCOTT/SATURN 4FT/1 HEAD

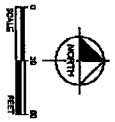
Pedestrian Levels Calculated at Grade Using Predicted Lumen Values after 25K Hours of Operation					
Label	Avg	Max	Min	Avg/Min	Max/Min
DELIVERY AREA	2.35	3	2	1.13	1.50
ENTRANCE & EXIT AREA	5.88	6.2	1.0	5.88	6.20
PAVED AREA	5.86	11.8	0.6	8.56	16.38
UNSPRINKLED AREA	0.23	0.0	0.0	N.A.	N.A.
UNDER CANOPY	36.43	49	11	3.31	4.36











SHEET NUMBER: LA-1	DATE: 07/21/14	WAWA, INC. MONTEREY RD. & KANNER HWY. STUART FLORIDA	PHOTOMETRIC PLAN	SCALE: AS NOTED; DESIGNED BY: GR; DRAWN BY: SW; CHECKED BY: GR	GREG A. REYNOLDS FLORIDA LA LICENSE NUMBER LA-0001568 DATE:	Aloha Pacifica LLC	A REVISED PER LPA DEPARTMENT COMMENTS 11/13/14 GR

Official Copy Copy Copy

Courtesy Copy

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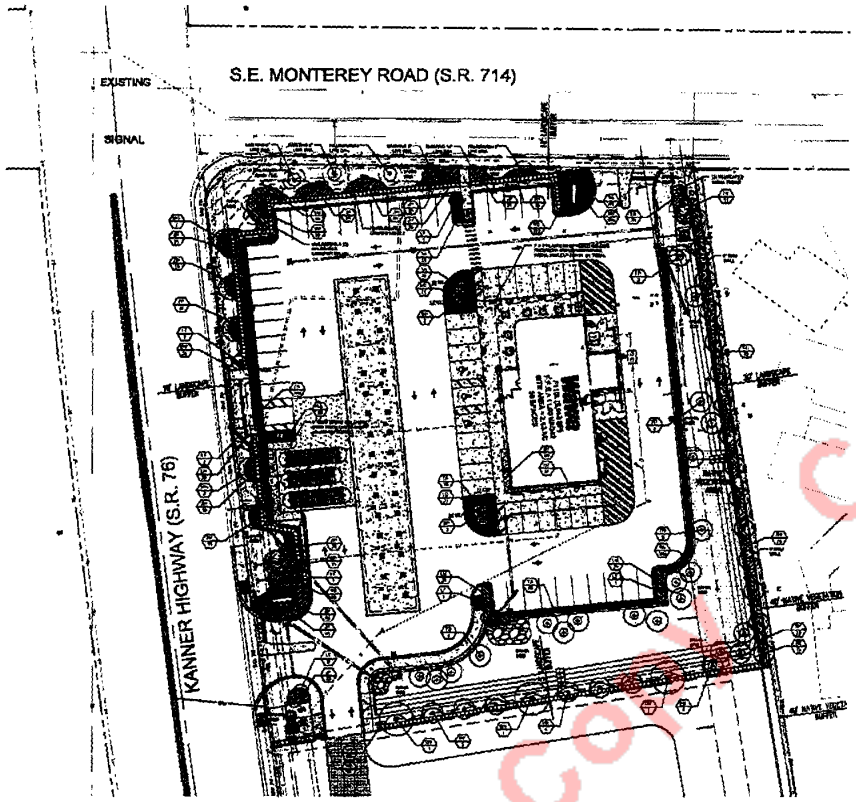
SHEET NUMBER LA-2	DATE 07/21/14 PROJECT NO. -	WAWA, INC. MONTEREY RD. & KANNER HWY. STUART FLORIDA	PHOTOMETRIC DETAILS	SCALE AS NOTED DRAWN BY BR CHECKED BY GR	GREG A. REYNOLDS FLORIDA LA LICENSE NUMBER LA-0001568 DATE	Aloha Pacifica LLC

No.	REVISIONS	DATE	BY
A	REVISED FOR LDR MEETING COMMENTS	11/13/14	GR



CITY OF STUART LANDSCAPE DEVELOPMENT STANDARDS

SITE AREA = 84,378 S.F. (2.17 AC.)

NOT LESS THAN 20% OF THE TOTAL GROSS AREA OF THE SITE SHALL BE LANDSCAPED

84,378 S.F. X 20% = 16,876 S.F. LANDSCAPE REQUIRED

ONE EXISTING OR PLANTED TREE PER 2,500 S.F. OF SITE

84,378 S.F. / 2,500 S.F. = 38 TREES REQUIRED

MINIMUM 50% OF ALL REQUIRED TREES SHALL BE SHADE TREES. ALL TREES SHALL BE MINIMUM 12 HT. X 6' SPD. TWO PALMS = ONE SHADE TREE. THREE ACCENT/UNDERSTORY TREES = ONE SHADE TREE

PARKING AREA LANDSCAPE ADJACENT TO STREETS:

MINIMUM LANDSCAPE STRIP OF 10' WIDTH REQUIRED. ONE TREE PER 30 LINEAR FEET AND PERIMETER HEDGE REQUIRED. NOT LESS THAN 20% OF LANDSCAPE STRIP SHALL BE GROUNDCOVER.

S.E. MONTEREY ROAD:

278 L.F. / 30 L.F. = 9 TREES REQUIRED
8 TREES (4 EXISTING) PROVIDED

KANNER HIGHWAY:

347 L.F. / 30 L.F. = 12 TREES REQUIRED
11 TREES (3 EXISTING PALMS) PROVIDED

ADJACENT TO PRIVATE PROPERTY:

MINIMUM LANDSCAPE STRIP OF 5' WIDTH REQUIRED. ONE TREE PER 30 LINEAR FEET AND PERIMETER HEDGE REQUIRED. NOT LESS THAN 20% OF LANDSCAPE STRIP SHALL BE GROUNDCOVER.

319 L.F. / 30 L.F. = 11 TREES REQUIRED
11 TREES PROVIDED

NORTH

SCALE: 1" = 50'

TREE LEGEND:

- EXISTING TREE TO REMAIN
- RELOCATED TREE
- EXISTING ROYAL PALM TO REMAIN
- RELOCATED ROYAL PALM
- EXISTING COCONUT PALM TO REMAIN
- RELOCATED COCONUT PALM
- RELOCATED CRAPE MYRTLE

LANDSCAPE PLANT MATERIALS

QTY.	SYM.	BOTANICAL/COMMON NAME	SPECIFICATIONS	NATIVE
TREES	PALMS			
10	CE	CLUSIA ROSEA 'FLORADANIA' RED CLUSIA	12' OA., 5' MINIMUM SPREAD AT 48" C.T., 3" CAL. MIN., B&B	NO
4	LI	LAGERSTROEMIA INDICA 'NATCHEZ' WHITE CRAPE MYRTLE	10' OA., 3" CAL. MIN., 4' CLEAR TRUNK, B&B	NO
18	QV	QUERCUS VIRGINIANA 'SOUTHERN LIVE OAK'	12' OA., 3" CAL. MIN., 4' CLEAR TRUNK, B&B	YES
7	SP	SABAL PALMETTO 'SABAL PALM'	MINIMUM 12' OA. OR 6' C.T., B&B	YES
16	SE	SERENOA REPENS / SAW PALMETTO	48" OA., 24" MIN., 12'-0" MIN. C.C., B&B, MINIMUM	YES
SHRUBS	GROUNDCOVERS			
30	CT	CARISSA 'HORIZONTAL' BOXWOOD LEAF HOLLY	3 GAL., 18" O.C., FULL, 24" O.C.	NO
20	VO	VIBURNUM ODORATISSIMUM 'SWEET VIBURNUM'	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	SP	SPARTINA PATENS / SALT MEADOW CORD GRASS	1 GAL., 18" O.C., FULL, 24" O.C.	YES
24	MC	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	MG	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	1 GAL., 18" O.C., FULL, 24" O.C.	NO
24	LM	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	1 GAL., 18" O.C., FULL, 24" O.C.	NO
24	PM	PENNISETUM MACROSTACHYUM 'PURPLE MAJESTY'	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	PA	PENNISETUM ALOPECUROIDES 'HAMELN'	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	RI	RHAPHIOLEPIS INDICA 'CLARA' / INDIAN HAWTHORN	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	SR	SERENOA REPENS / SAW PALMETTO	3 GAL., 24" O.C., FULL, 30" O.C.	YES
24	VT	VIBURNUM TINUS 'SPRING BOUQUET' / LAURUSTINUS	3 GAL., 24" O.C., FULL, 30" O.C.	NO
24	ZE	ZAMIA FURFURACEA 'CARDBOARD PALM'	3 GAL., FULL, 30" O.C.	NO
GROUNDS	ANNUALS			
180	SE	SALVIA 'ENCORE' / ENCORE SALVIA	1 GAL., 18" O.C., FULL, 24" O.C.	NO
180	IM	IMPATIENS WALLERIANA 'SUPER ELFIN' / SUPER ELFIN IMPATIENS	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	VE	VERBENA 'VERDENA' / VERDENA VERBENA	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	CA	CATHARANTHUS ROSEUS 'PEPPY' / PEPPY	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	LA	LANTANA CAMARA 'NEW GOLD' / NEW GOLD LANTANA	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	PA	PENTAS LANCEOLATA 'GRAFFITI' / GRAFFITI PENTAS	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	PE	PETUNIA 'WAVE PURPLE' / WAVE PURPLE PETUNIA	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	PO	PORTULACA GRANDIFLORA 'SUNDIAL MIX' / SUNDIAL MIX MOSS ROSE	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	VI	VINCA ROSEA 'PARASOL' / PARASOL VINCA	1 GAL., 18" O.C., FULL, AS SHOWN	NO
180	ZI	ZINNIA ELEGANS 'PROFUSION MIX' / PROFUSION MIX ZINNIA	1 GAL., 18" O.C., FULL, AS SHOWN	NO
SOD		PARSPAS BAHIATUM / BAHIA GRASS	SOD, AS REQUIRED BY ORDINANCE, 1"-2" THICK ONLY	YES
SOD		ZOYSIA JAPONICA 'EMERALD' / EMERALD ZOYSIA GRASS	SOD, AS REQUIRED BY ORDINANCE, AT PLAN OR LOCATIONS	NO
MULCH		DOUBLE-GROUND HARDWOOD MULCH, COLOR: DARK BROWN	3" THICK IN ALL PLANTING AREAS	NO
C.T.	ROCK	ROCK BOULDER - 1'1/2" TO 2' DIA., BROWN WOOD ROCK	MIN. 3" THICK, ROCK SIZE CLOSE TO 2' MINIMUM, ALIGNED TOGETHER, SEE PLAN FOR LOCATIONS	

LANDSCAPE & IRRIGATION MAINTENANCE

1. LANDSCAPING SHALL BE MAINTAINED IN EXCELLENT CONDITION AT ALL TIMES AND SHALL BE REPLACED IN THE EVENT OF DISEASE OR DEATH OF PLANT MATERIALS. THE ENFORCEMENT OFFICIAL SHALL NOTIFY THE PROPERTY OWNER WHEN PLANT MATERIAL ARE DISEASED OR DEAD AND THEN THE PROPERTY OWNER SHALL REPLACE SAID MATERIAL WITHIN 30 DAYS OF NOTIFICATION.
2. LANDSCAPE MATERIALS SHALL BE PRUNED ONLY TO PROMOTE HEALTHY, UNIFORM NATURAL GROWTH OF THE VEGETATION. TREES SHALL NOT BE PRUNED SEVERELY IN ORDER TO PERMANENTLY MAINTAIN GROWTH AT A REDUCED HEIGHT OR SPREAD. THE OWNER SHALL REPLACE SEVERELY PRUNED TREES.
3. THE OWNER, OR HIS AGENT, IF ANY, SHALL BE JOINTLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING IN GOOD CONDITION SO AS TO PRESENT A NEAT, HEALTHY AND ORDERLY APPEARANCE, FREE OF REFUSE AND DEBRIS.
4. ANY DEAD OR SEVERELY DAMAGED PLANT MATERIALS, INCLUDING TREES, SHALL BE REPLACED BY THE OWNER, TENANT OR AGENT AS PART OF ROUTINE MAINTENANCE.
5. IRRIGATION SYSTEM SHALL BE OPERATED AND MAINTAINED BY THE DEVELOPER/ PROPERTY OWNER IN SUCH A MANNER AS TO ENSURE CONTINUED IRRIGATION TO THE LANDSCAPE MATERIALS.
6. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO ACCEPTED COMMERCIAL PLANTING PROCEDURES AS PRESCRIBED BY THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS.
7. ALL SOIL PROVIDED SHALL BE FREE OF LUMBROCK, RUBBLE, DEBRIS OR OTHER CONSTRUCTION DEBRIS.
8. ALL PLANT MATERIAL SHALL MEET OR EXCEED STANDARDS FOR FLORIDA NO. 1, AS DETERMINED BY FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
9. SPECIFIED PLANT MATERIAL SIZES, HEIGHTS, AND SPREADS SHALL BE CONSIDERED MINIMUM PLANTING REQUIREMENTS.

TREE REPLACEMENT & CITY TREE FUND CONTRIBUTION

TREE REPLACEMENT FORMULA - SLASH PINE:

18" X 1.5 = 27" / 3.5" DBH = 11 X 80% = 8.8 X 225 = 1,980 TO TREE FUND

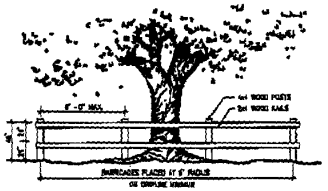
3 X 3.5" DBH = 10.5" DBH / 4.5" DBH (MINIMUM REPLACEMENT SIZE) =

2 (4.5" DBH) REPLACEMENT TREES REQUIRED ON SLASH PINE

TREE REPLACEMENT FORMULA - OTHER THAN SLASH PINE:

78" X 3.5 = 91" / 4.5" DBH = 7 X 60% = 4 X 3 (RD #3) 3,402 TO TREE FUND

5 (4.5" DBH) REPLACEMENT TREES REQUIRED (HIGHRISE OAK)



TREE PROTECTION DETAIL



MULCH PLANTED BY ALIGO MULCH PRODUCTS (863) 494-6244

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Alpha Pacifica LLC

NO.	DATE	BY	REVISIONS
1	07/21/14	DS	PER A. REVIEWS

SCALE: AS NOTED
DESIGNED BY: DS
DRAWN BY: DS
CHECKED BY: DS
DATE:

WAWA, INC.
MONTEREY RD. & KANNER HWY.
STUART FLORIDA

LANDSCAPE PLAN

DATE: 07/21/14
PROJECT NO.
SHEET NUMBER: LA-3

Book2763/Page1002 CFN#2496279 Page 29 of 50 Page 1026 of 1071



Cuhaci & Peterson
Architects Engineers Planners

WAWA @ MONTEREY RD & KANNER HWY (SR 76)

Stuart, FL • C&P Project #2140461 • 07/09/14

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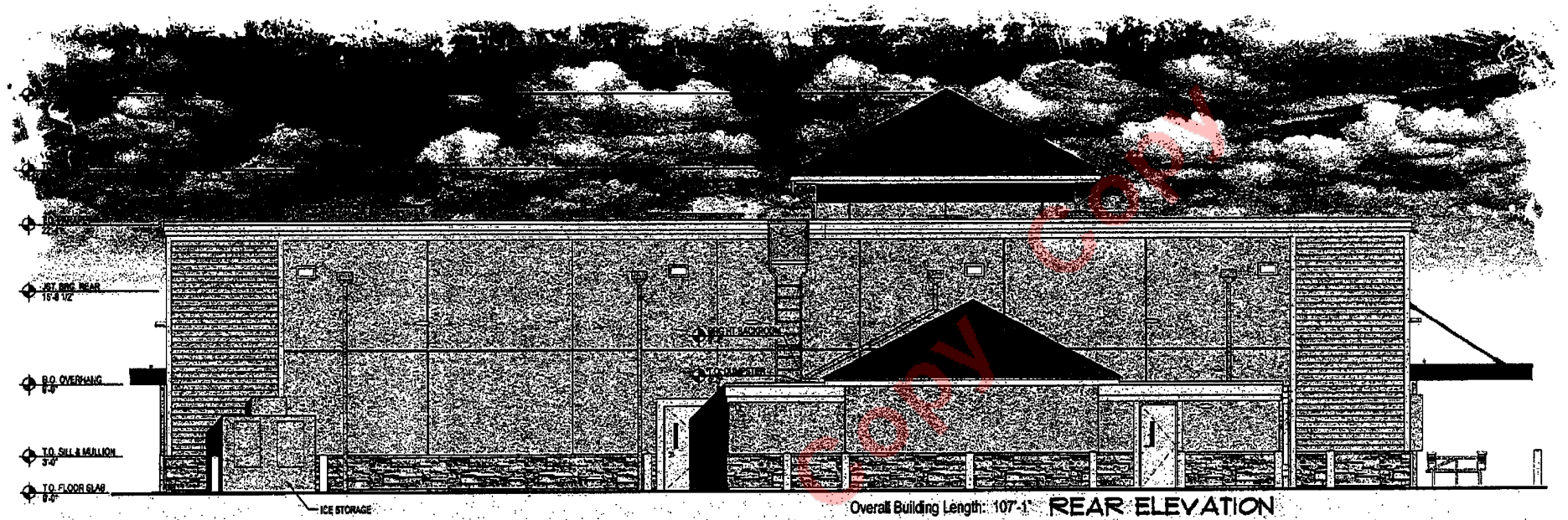
Page 1027 of 1071



Overall Building Length: 107'-1" REAR ELEVATION



Trash Compound: 17'-4" Overall Building Width: 57'-4" (74'-8" total) LEFT ELEVATION

Cuhaci & Peterson
Architects Engineers Planners
Orlando, FL | 407-661-9108 | www.C-P.com

WAWA @ MONTEREY RD & KANNER HWY (SR 76)

Stuart, FL • C&P Project #2140461 • 07/09/14

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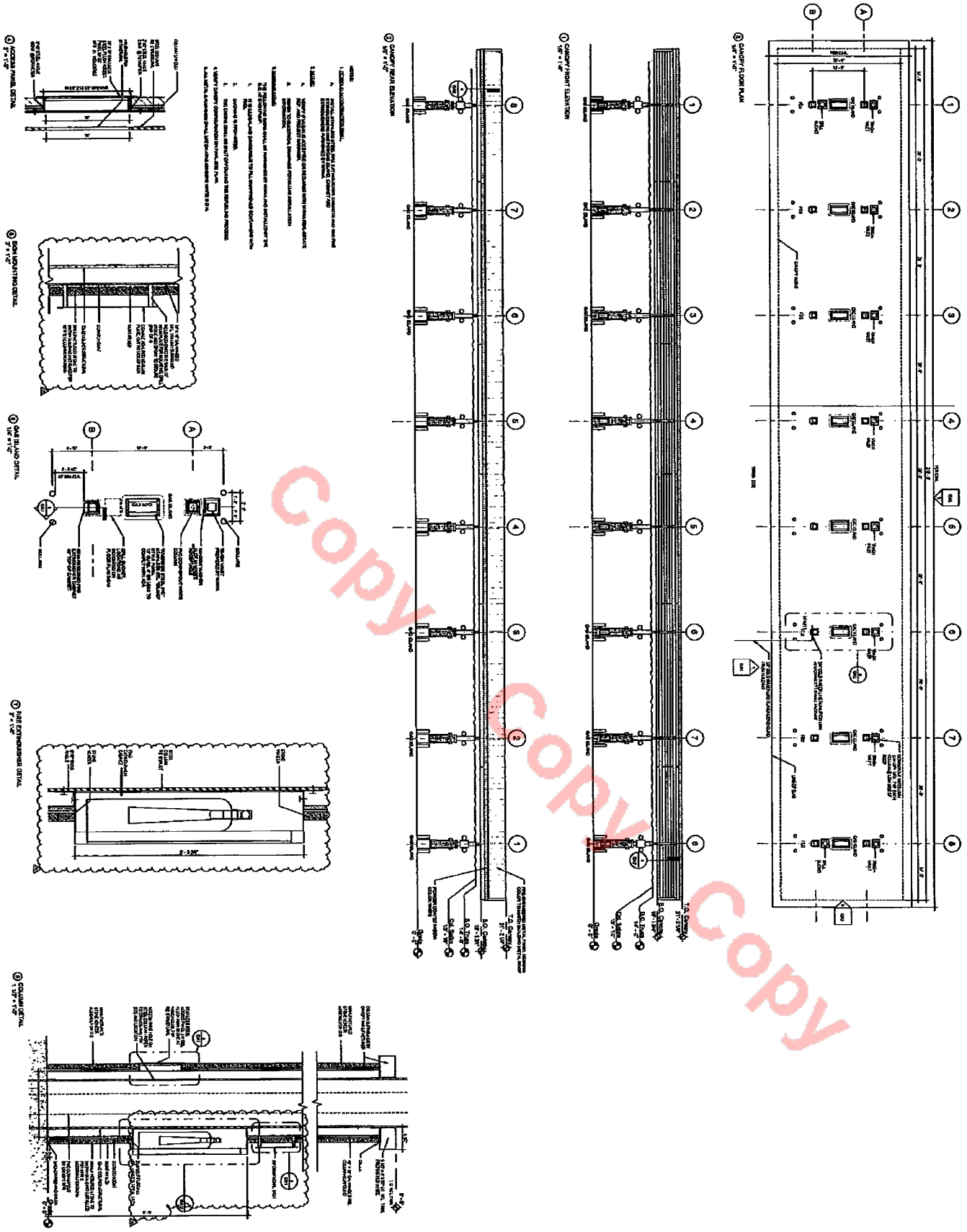

CA1

WAWA STRAIGHT 8 GAS CANOPY 2014.01 STORE # XXX
ADDRESS
CITY, STATE

WAWA
260 WEST BALTIMORE PIKE
WAWA, PENNSYLVANIA 19063

ARCHITECTURAL CANOPY PLAN, ELEVATIONS, AND DETAILS

Cuhaci & Peterson
Architects Engineers Planners

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101

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CA2

WAWA STRAIGHT 8 GAS CANOPY 2014.01 STORE # XXX
ADDRESS
CITY, STATE

WAWA
260 WEST BALTIMORE PIKE
WAWA, PA 19063 WAWA 19063

ARCHITECTURAL CANOPY PLAN, ELEVATIONS, AND DETAILS

Cuhaci & Peterson
Architects Engineers Planners

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9180
F (407) 661-9101

Kanan Way & Monterey Rd.
THOMAS
SIGN & AWNING CO INC
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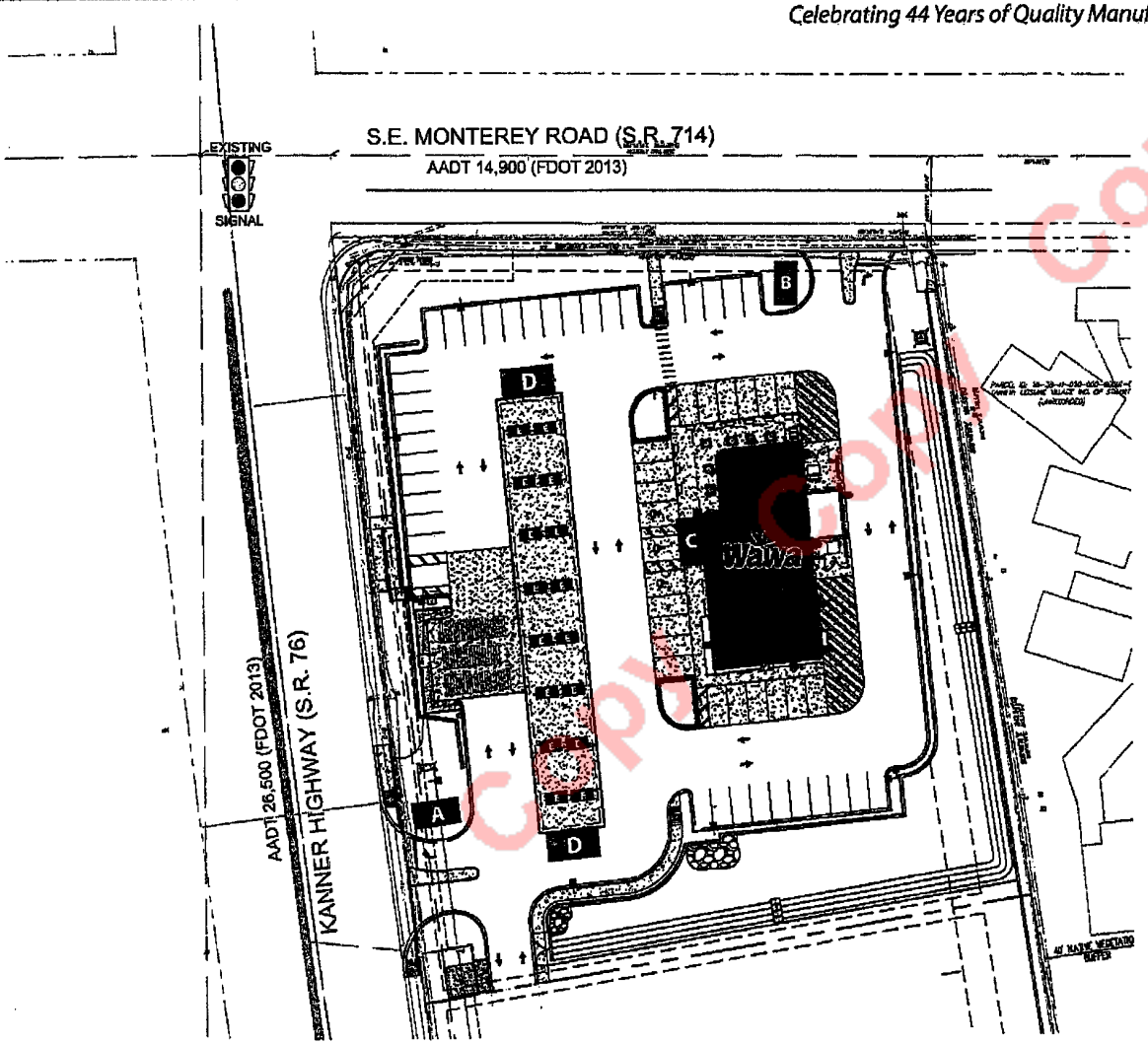
WAWA
Stuart, FL

Celebrating 44 Years of Quality Manufacturing and Service



LEGEND

A) 74.17 SQFT MONUMENT (QTY 1) MONTEREY ROAD
B) 74.17 SQFT MONUMENT (QTY 1) KANNER HIGHWAY
C) 35.29 SQFT 3-8" CHANNEL LETTERS WITH GOOSE LOGO FRONT ELEVATION
D) 6.06 SQFT GAS PUMP SPANNER (QTY 2)
E) 1.0 SQFT PUMP INDICATORS (QTY 32)

Site plan

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
WAWA

Design Number:
55188 A Site Plan

Installation Address:
Kanner HWY & Monterey Rd.
Stuart, FL

Project Identity Number:
59180

Sales Associate	Project Team
TSA	KM
Designer	Date
SLD	07-18-14

3M™ MCS™ Warranty

Municipality:
X

Square Footage Allowable: X

Square Footage Shown: X

Project Updates:
Rev 1 Revise Sqft, for monuments. SLD 11-12-14
Rev 2 New site plan. SLD 11-14-14

Approval
☐ Approved
☐ Revise & Re-Submit
DATE:

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Page	Sheet
1	1 of 6

Local: 727-573-7757
Fax: 727-573-0328

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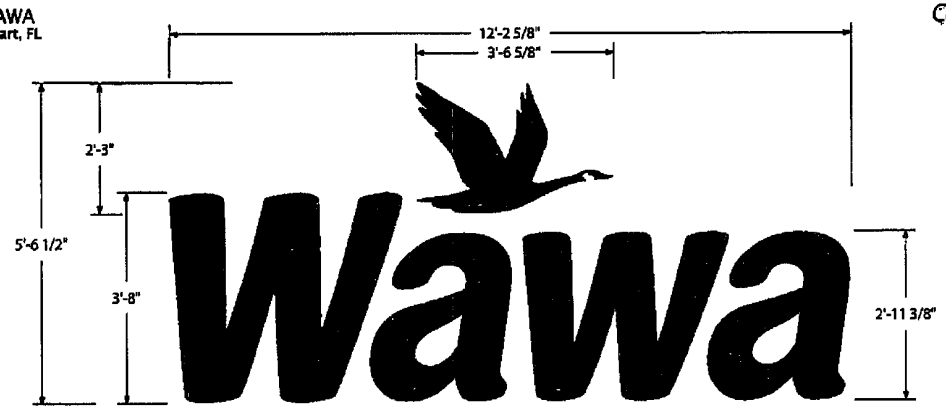
WAWA
Stuart, FL

Celebrating 44 Years of Quality Manufacturing and Service



LED Channel Letters Remote Mount with LED Halo Lit Logo

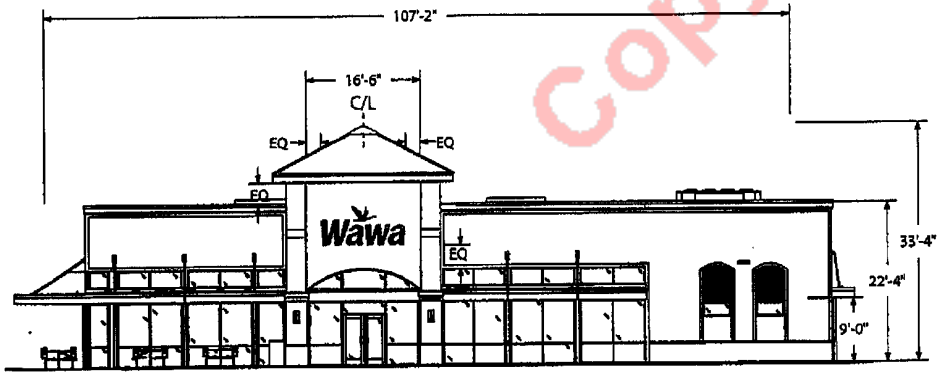
SCALE: 1/2" = 1'-0"
SQFT: 67.71'

Color Program

1" Red Trim cap

.187" #2793 Red Acrylic Face

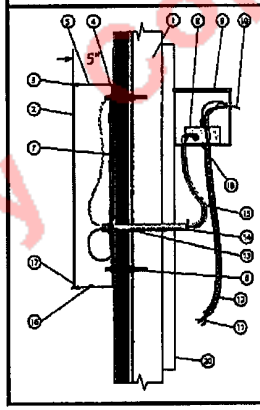
Retainers & Logo painted PMS 876-C Copper Metallic Gloss



Proposed Front Elevation

SCALE: 1/16" = 1'-0"

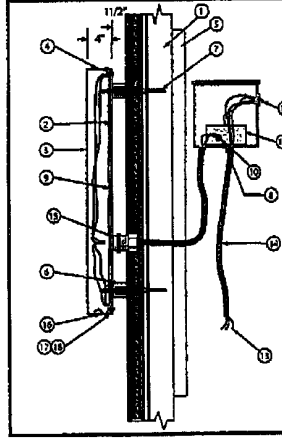
REMOTE FLUSH MOUNT LED CHANNEL LETTER



1. EXISTING EIFS SYSTEM WALL
2. .187" #2793 RED ACRYLIC FACES
3. 1" RED JEWELITE
4. .063" ALUMINUM BACKS
5. .040" ALUMINUM RETURNS
6. WALL FASTENERS PER ANCHOR SCHEDULE
7. PERMALITE LED UNITS
8. LED POWER SUPPLY
9. TRANSFORMER BOX
10. 120V LISTED DISCONNECT SWITCH
11. PRIMARY ELECTRICAL SOURCE (1/2" MIN. CONDUIT, LIQUID TIGHT SHOWN) NEC 600-6 & 600-21
12. 1/2" LISTED FLEX (LIQUID TIGHT SHOWN)
13. "PAIGE" WALL BUSTER PROTECTION SLEEVE (PART #880000)
14. BUNDLE ALL "PAIGE" PREMIUM LED CABLES TOGETHER USING ZIP TIES. AT POWER SUPPLY, CONNECT CONDUCTORS TO POWER SUPPLY & #14 BONDING WIRE TO BRANCH CIRCUIT EQUIPMENT GROUND. SECURE BUNDLE TO WALL WITH PLASTIC CABLE TIES WITHIN 6" OF WALL BUSTER AND AT THE POWER SUPPLY @ 3' INTERVALS
15. PREMIUM "PAIGE" LED CABLE (PART # 9841 81488L)
16. DRAIN HOLES W/ LIGHT COVERS IF USED OUTDOORS
17. TECH SCREW ATTACHMENT OF FACES
18. FASTENERS AS REQUIRED
19. TYPICAL FURRING STRIP
20. TYPICAL FURRING STRIP

EIFS WALL SECTION DETAIL - nts

REVERSE HALO LIT LED THREADED ROD SPACER MOUNT CHANNEL LETTER



1. EXISTING WALL EIFS SYSTEM SHOWN
2. CLEAR POLYCARBONATE BACKS
3. .125" ALUMINUM FACES
4. .063" ALUMINUM RETURNS
5. TYPICAL FURRING STRIP
6. SPACER SLEEVE
7. PER ANCHOR SCHEDULE & FASTENERS AS REQUIRED
9. LED UNITS
10. LED POWER SUPPLY
11. TRANSFORMER BOX
12. LISTED DISCONNECT SWITCH
13. PRIMARY ELECTRICAL SOURCE (1/2" MIN. CONDUIT, LIQUID TIGHT SHOWN) NEC 600-6 & 600-21
14. 1/2" LISTED FLEX (LIQUID TIGHT SHOWN)
15. 1/2" LIQUID TIGHT CONNECTOR
16. DRAIN HOLES W/ LIGHT COVERS IF USED OUTDOORS
17. TECH SCREW ATTACHMENT TO ANGLE
18. ALUM ANGLE FOR ATTACHMENT, CAN TO BACK

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4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
WAWA

Design Number:
55188 3ft 8in & Logo

Installation Address:
Kanner HWY & Monterey Rd.
Stuart, FL

Project Identity Number:
58854

Acct. Associate	Project Team
TSA	KM
Designer	Date
SLD	07-18-14

3M™ MCS™ Warranty

Municipality
X

Square Footage Allowable: X

Square Footage Shown: X

Project Updates:

Approval
☐ Approved
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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Fax: 727-573-0328

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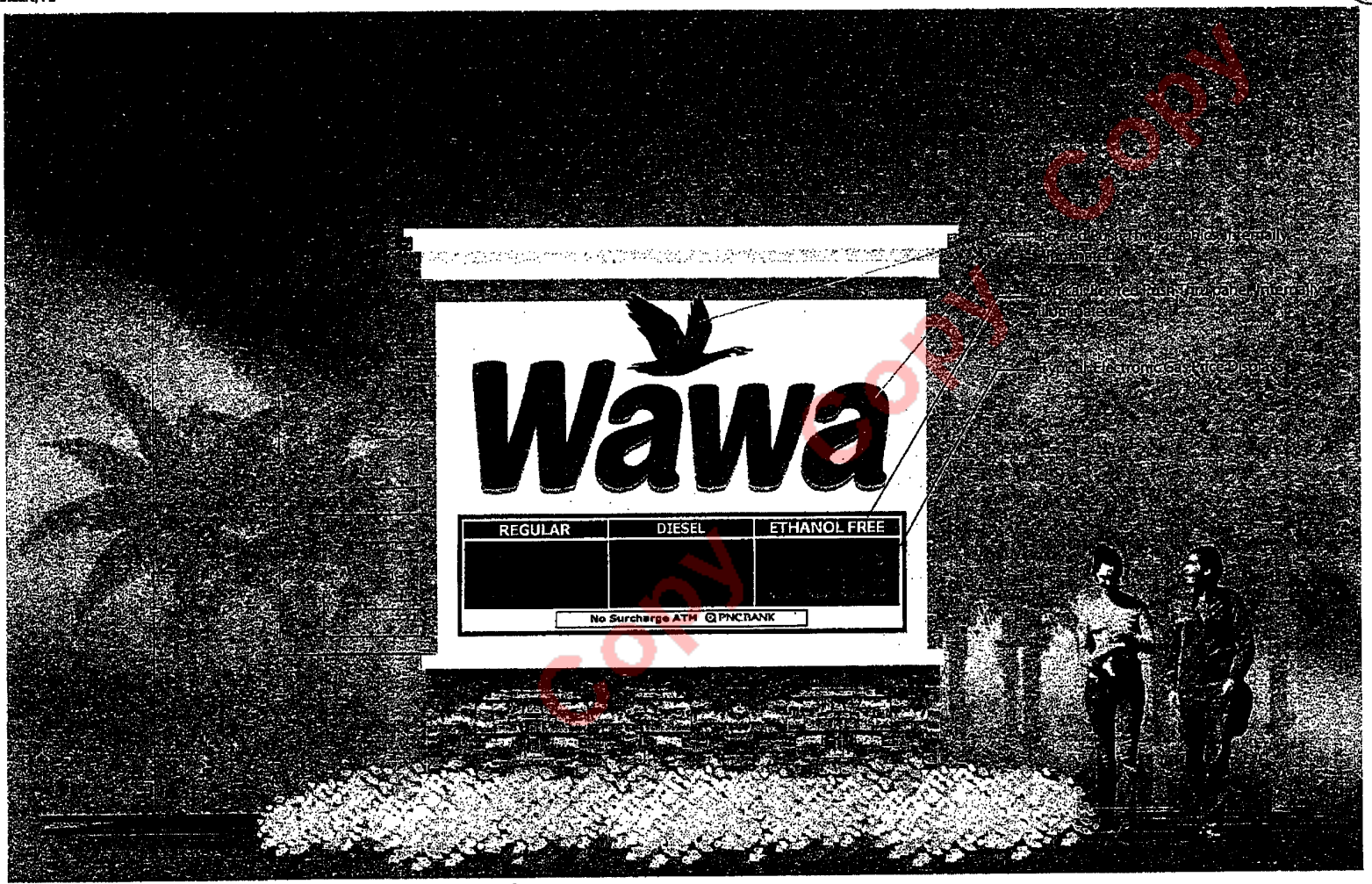
WAWA
Stuart, FL

Celebrating 44 Years of Quality Manufacturing and Service



100 Sqft. Monument - Kanner Highway Location

Design criteria requires the following:
A) Cannot exceed 12'-5" grade to top of monument, max 100 sqft copy area
B) Electronic gas price units cannot exceed 20% of the sign face: EMC=11.66 sq ft
C) Sign base to be a minimum of 25% of the sign height

SCALE: 1/2"=1'-0"
10.0 x 7.4 = 74.17 sq ft

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Clearwater, Florida 33762
800-526-3325
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CLIENT
Wawa
Design Number:
55188.C.MS.100SF
Installation Address:
Kanner HWY & Monterey Rd.
Stuart, FL
Project Identity Number:
58854
Sales Associate / Project Team

TSA	KM
Designer	Date
SLD	07-21-14

3M™ MCS™ Warranty

Municipality:
X
Square Footage Allowable: X
Square Footage Shown: X
Project Updates:
Rev 1 Revise height to 12'-5".
SLD 11-12-14

Approval
☐ Approved
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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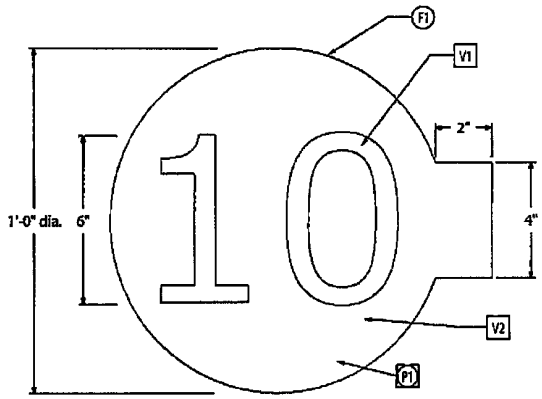
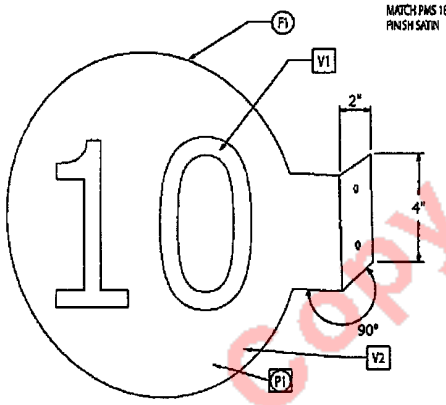
Celebrating 44 Years of Quality Manufacturing and Service





ISO VIEW

#12X1" HXHD FLOW SEAL SELF TAP FASTENERS. PAINT TO MATCH PMS 187 RED FINISH SATIN

F1 FABRICATION NOTES
V1 VINYL COLORS
P1 PAINT NOTES
E1 ELECTRICAL NOTES

TOTAL SQFT = 1.0'
PART # WAWABS1X1NI2A
ESTIMATE # 108899

1) .125" ALUMINUM SHEET W/ 90 DEG. BREAKFORMED MOUNTING TAB
2) #12X1" HXHD FLOW SEAL SELF TAP FASTENERS INTO PRE-DRILLED HOLES. PAINT TO MATCH PMS 187 RED FINISH SATIN

1) VERDANA REGULAR
2) X

1) TO MATCH PMS #187 RED - GLOSS (BOTH SIDES / RETURNS)
2) X

1) 3M #180C-10 WHITE OPAQUE (1ST SURFACE - 2 SIDES)
2) 3M CLEAR GPS CONT APPLIED

TOTAL SQFT = 1.0'
PART # WAWABS1X1NI2B
ESTIMATE # 108948

1) .080" ALUMINUM SHEET W/ 90 DEG. BREAKFORMED MOUNTING TAB
2) X

1) VERDANA REGULAR
2) X

1) TO MATCH PMS #187 RED - GLOSS (BOTH SIDES / RETURNS)
2) X

1) 3M #180C-10 WHITE OPAQUE (1ST SURFACE - 2 SIDES)
2) X

TOTAL SQFT = 1.0'
PART # WAWABS1X1NI2C
ESTIMATE # 108947

1) .063" ALUMINUM SHEET W/ 90 DEG. BREAKFORMED MOUNTING TAB
2) X

1) VERDANA REGULAR
2) X

1) TO MATCH PMS #187 RED - GLOSS (BOTH SIDES / RETURNS)
2) X

1) 3M #180C-10 WHITE OPAQUE (1ST SURFACE - 2 SIDES)
2) X

Double Sided Pump Indicator Sign
Font Used: Verdana Regular

SCALE: 3" = 1'-0"

To Match PMS #187 Red - Gloss

3M #180C - 10 White Vinyl

Color Key

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Clearwater, Florida 33762
800-526-3325
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CLIENT
WAWA

Design Number:
55188 E PROD GS PNL

Installation Address:
Kanner HWY & Monterey Rd.
Stuart, FL

Project Identity Number:
58854

Sales Associate	Project Team
TSA	KM
Designer	Date
SLD	07-21-14

244™ MCS™ Warranty

Municipality:
X

Square Footage Allowable: X

Square Footage Shown: 1.0"

Project Updates:
Revision #:

Approval
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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Fax 727 573 0328

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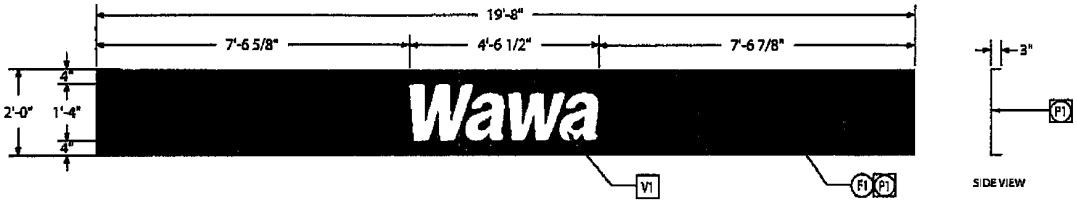
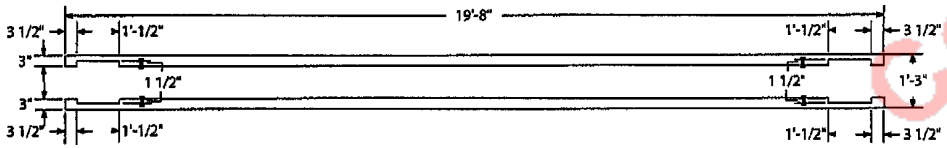


S/F Break formed Alum. Gas Pump Canopy Spanner Panel

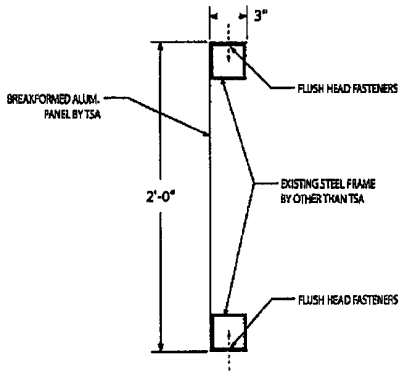
SCALE: 3/8" = 1'-0"



Top View - Section Detail

SCALE: 3/8" = 1'-0"

Frame to be secured top & bottom around periphery of panel to existing structure / frame every 16" c/c with #8 x 3/4" S.S. tek screws.



Mounting Detail

SCALE: NTS

F1 FABRICATION NOTES
V1 VINYL COLORS
P1 PAINT NOTES
E1 ELECTRICAL NOTES

TOTAL SQFT = 6.06'
PART # WAWAPNL3X20AL
ESTIMATE # 99518

FACETYPE: .125" ALUMINUM ☐ EMIL
QUANTITY: 2
FRAMING: STEEL CONSTRUCTED FRAMING BY OTHERS
☒ EXISTING ☐ NEW
GRAPHICS: PAINT W/ 3M VINYL GRAPHICS 1ST SURFACE

1) .125" BREAK FORMED ALUMINUM PANEL WITH CUT OUT SECTIONS FOR INSTALLATION OVER EXISTING COLUMNS.
2) X

1) TO MATCH PMS #187C - GLOSS
2) X

1) 3M #7726-10 WHITE - OPAQUE (1ST SURFACE)
2) X

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CLIENT
WAWA

Design Number:
55188 F PROD GS PNL

Installation Address:
Kanner HWY & Monterey Rd.
Stuart, FL

Project Identity Number:
58854

Site Approval	Project Team
TSA	KM
Designer	Date
SLD	07-18-14

3M™ MCS™ Warranty

Municipality:
X

Square Footage Allowable: X

Square Footage Shown: X

Project Updates:
Rev. 1:

Approval
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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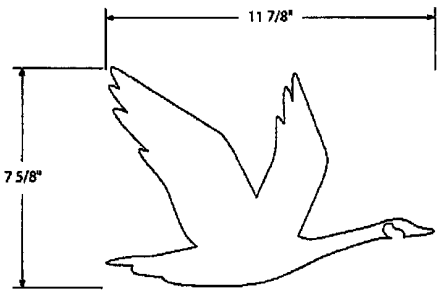

Gas Pump Vinyl
3M White #7725-10 Opaque (1st Surface)
SCALE: 3" = 1'-0"



Gas Pump Vinyl Location (Gas Pump by Others)
SCALE: 3/4" = 1'-0"

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CLIENT
WAWA
Design Number:
GAS PUMP VYL
Installation Address:
Kanner & Monterey Rd
Stuart, FL
Project Identity Number:
59180

Sale Associate	Project Team
TSA	KM
Designer	Date
SLD	11-13-14

3M™ MCS™ Warranty

Municipality:
X
Square Footage Allowable: X
Square Footage Shown:
Project Updates:
Rev. 1: Show gas pump with cut Wawa copy & add notes. SLD 06-17-14
Rev. 2: Change copy & Goose to Wawa red. Color the pump. 7041C SLD 06-30-14
11/13/14 CAW Change vinyl to white on Red

Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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1	1 of 1

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DECLARATION WITH EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION WITH EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this _____ day of _____, 2014, by 2014 Monterey Stuart Associates, LLC, a Florida limited liability company ("Owner").

RECITALS

A. Owner is the owner of that certain real property situated in Stuart, Martin County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The Owner intends to simultaneously or thereafter develop or allow or cause the development of the real property into four Lots as shown on the plat of Shoppes At Monterey and Kanner, according to the plat thereof recorded in Plat Book ___, page ___, of the public records of Martin County, Florida, (the "Plat"). Lot 1 will be developed for use by Wawa (as hereafter defined) and the other lots for retail/commercial uses.

C. Owner desires to impose certain easements upon the Lots, and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lots 1, 2, 3, and 4 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owner hereby declares that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" shall mean 2014 Monterey Stuart Associates, LLC, a Florida limited liability company. "Owners" shall mean the Owner and any and all successors or assigns of the Owner in fee simple title to a Lot whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Lot" or "Lots" shall mean each lot shown on the Plat and any future subdivisions thereof

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Wawa" shall mean Wawa Florida, LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns). Wawa shall be deemed a third party beneficiary to this Declaration.

Courtesy Copy

(e) The term "Wawa Lease" shall mean that Land Lease of Lot 1 from the Owner as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(f) The term "Site Plan" shall mean that site plan of the Lots attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

(g) The term "Driveway" shall mean the roadway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Lots as identified on the Site Plan and shown on the Plat together with the accessways between such roadway and Kanner Highway that are not shown on the plat but that are required by the Plat to be created by an Owner.

(h) The term "Assessment" shall mean that sum of money hereinafter and from time to time required (Section 3.5 hereof) to be contributed by the various owners of the Lots to Owner, or its successor or assign, for the maintenance or replacement of the Driveway, Perimeter Wall, Native Vegetation Preserve and required landscaping on the Lots as described in Section 3.5 hereafter.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Owner hereby grants, establishes, covenants and agrees that the Lots, and all owners of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owner's and Permittees of the Lots:

a. An easement for reasonable access, ingress and egress over the Driveway so as to provide for the passage of motor vehicles and pedestrians over the Driveway and to and from all abutting streets or rights of way furnishing access to such Lots, as they may exist from time to time. The Driveway shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof. No obstruction to the free flow of traffic and delivery facilities shall be permitted. No Owner shall make any changes to the location or configuration of the Driveway. No Owner shall close any of the accessways connecting the Driveway to Kanner Highway. In addition, each Owner shall provide access to Kanner Highway between the Driveway located on the portion or a Lot owned by them.
b. An easement along the east ten feet of the Lots (as shown on the Plat) for the construction and maintenance of a perimeter wall ("Perimeter Wall") together with the right of reasonable access for the purpose of maintaining and replacing said perimeter wall.
c. The other easements shown on and dedicated in the Plat.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement (including Wawa, in the case of the Owner of Lot 1) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

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2.3 Access Opening. The opening(s) and access point(s) contemplated between the Lots for use of the Driveway, is/are shown on the Site Plan and the Plat and such opening(s) and access point(s) between the Lots for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan and the Plat. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Lot.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Lot, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition and repair. Nothing contained in this paragraph shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Driveway/Perimeter Wall/Landscaping. All Owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of the Driveway, Perimeter Wall, Native Vegetation Preserve and required landscaping on the Lots. Each Owner of a Lot covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the portion of the Driveway, Perimeter Wall, Native Landscaping and required landscaping ("Driveway, Wall and Landscaping Improvements") located on its Lot in good order, condition and repair. Following the construction of improvements thereon, maintenance of Driveway, Wall and Landscaping Improvements shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, taking reasonable steps to remove papers, debris and other refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Driveway, Wall and Landscaping Improvements in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway, Wall and Landscaping Improvements on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway, Wall and Landscaping Improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Driveway, Wall and Landscaping Improvementss or building areas on its Lot, subject to the following conditions: (i) the reciprocal easements between the Lots pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (ii) the Driveway, Wall and Landscaping Improvements and ingress and egress thereto, and to and from the Lots and adjacent streets and roads, shall not be materially altered, modified, relocated, blocked and/or without the express written consent of all Owners and Wawa (during the continuance of the Wawa Lease); (iii) the same shall not violate any of the provisions and

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easements granted in paragraph 2; (iv) the requirements of paragraphs 2.3 and 3.2 of this Declaration shall be complied with; and (v) the requirements of any governmental authority with jurisdiction over the Driveway, Wall and Landscaping Improvements will have been performed.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Lot of such Owner and from time to time existing on the Lot of another Owner pursuant to an easement described herein.

3.5 Failure of an Owner to Maintain the Driveway, Perimeter Wall and Landscaping Improvements. In the event an Owner ("Defaulting Owner") fails to maintain or repair the portions of the Driveway, Perimeter Wall and Landscaping Improvements located upon its Lot, the following shall apply in addition to the other remedies and rights provided in this Declaration:

a. Each Owner shall have the right and privilege to enter upon the Defaulting Owner's Lot for the purpose of performing any required maintenance and repair and to perform such maintenance or repair.
b. The Defaulting Owner is, and shall be, assessed the cost incurred by an Owner for such maintenance and repair, including a reasonable charge (not to exceed 15% of such costs) for its overhead incurred in such maintenance or replacement.
c. The Assessment, together with any costs and reasonable attorney's fees required to collect the same, if any, shall be secured by and shall constitute a continuing lien in favor of the Owner and encumbering the Lot of the Defaulting Owner, such lien to attach and become effective as of the date a Claim of Lien therefore is recorded in the public records of Martin County, Florida. The amounts secured by said liens shall constitute the personal obligation of the Defaulting Owner and may be collected in an action at law or said lien may be foreclosed in the same manner as is provided by law generally for mortgages; provided, however, that any such Assessment lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment lien.
d. Any notice regarding the Driveway, Perimeter Wall and Landscaping Improvements from the City of Stuart, Florida, shall be effective if given to the Owner of Lot 2 (as shown on the Plat) and such owner shall transmit such notice to the other owners, and Wawa.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Lot, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 General. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

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5.2 Additional Restrictions. Throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Lots 2, 3, and 4 shall be used, directly or indirectly, for any one or more of the following purposes: a convenience food store, coffee store, doughnut store, sandwich store, drug store, fuel dispensing facility or any combination of such uses. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuikCheck, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Hess Express or Thorntons. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Starbucks, Seattle's Best, Einstein's, Caribou Cafe, Bucks County Coffee or Barnie's Coffee and Tea Company. The term "doughnut store" means a store primarily engaged in the sale of doughnuts or pastries, including, without limitation, Dunkin' Donuts or Krispy Kreme. The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including, without limitation, Subway, Blimpie's, Quizno's, Panera, Cosi, Pita Pit, Jimmy John's, Firehouse Subs or McDonald's. The term "drug store" means any store generally recognized by the retail industry as being a drug store, including, but not limited to, the type of store operated by CVS, Rite Aid or Walgreens. The term "fuel dispensing facility" means a fuel service station, including a self-service station. This section shall not restrict any restaurant that has waitress/waiter or table side service for customers from selling doughnuts or coffee. Notwithstanding the foregoing restrictions, a PDQ shall be a permitted use on Landlord's Remaining Property.

6. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) and Wawa, Inc. and Wawa Florida, LLC (during the continuance of the Wawa Lease) as additional insureds.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lots. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Lot 1 so as to enable the construction of the Driveway and other improvements required for the initial development for Wawa by the Owner of Lot 2, shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall

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have the right, but not the obligation, to enforce this Declaration on behalf of the Owner of the other Lots, and/or to cure a breach or default hereunder by any Owner.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner or Wawa (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner or Wawa may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Wawa in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot in the public records of Martin County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the public records of Martin County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Declaration.

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10. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Clerk of the Circuit Court, Martin County, Florida, and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the Lots in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the public records of Martin County, Florida.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Declaration, and no modification or amendment of this Declaration shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations

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contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Declaration and the application thereof to the Lots are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.9 Time of Essence. Time is of the essence of this Declaration.

11.10 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of the Owner and Wawa are as follows:

Wawa: Wawa Florida, LLC
7699 Golf Channel Drive
Orlando, FL 32819
Attention: Peter Gilligan and Todd Souders

With a required copy to:

Wawa, Inc.
Attention: Legal Department,
and Vice President- Chief Real Estate Officer
260 W. Baltimore Pike
Wawa, PA 19063

Owner: 2014 Monterey Stuart Associates, LLC
Care of The Ferber Company
151 Sawgrass Corners Drive, Suite 201
Ponte Vedra Beach, Fl 32082

11.12 Governing Law. The laws of the State in which the Lots are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

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11.13 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first written above.

2014 Monterey Stuart Associates, LLC, a Florida limited liability company

By: _____

Its: Manager

_____
Witnesses:

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 201__, by _____, the manager of 2014 Monterey Stuart Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida Drivers License in proof of his identity.

_____
Notary Public, State of Florida

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Exhibit "A" - Legal Descriptions of Lots.
Exhibit "B" - Site Plan.

Copy Copy Copy

INSTR # 2604147
OR BK 2889 PG 636
(17 Pgs)
RECORDED 11/07/2016 04:37:38 PM
CAROLYN TIMMANN
MARTIN COUNTY CLERK

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2331-2016

AN ORDINANCE OF THE CITY OF STUART, FLORIDA GRANTING A SECOND MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), THEREBY PROVIDING FOR THE RECONFIGURATION OF LOTS 2 & 3, MORE SPECIFICALLY DECREASING LOT 2 FROM 1.63 ACRES TO 1.22 ACRES AND INCREASING LOT 3 FROM 1.33 ACRES TO 1.74 ACRES; APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 2 CONSISTING OF A 4,442 SQUARE FOOT CULVER'S BUTTERBURGER & FROZEN CUSTARD DRIVE-THRU AND SIT-DOWN RESTAURANT; PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT AND A REQUIREMENT FOR PLATTING; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; 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 APPLICANTS; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Local Planning Agency heard this agenda item on 8.18.16 and provided recommendation of approval to the City Commission.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by 16 Kanner LLC, 2014 Monterey Stuart Associates, LLC and Stuart 24 Associates, LLC;

WHEREAS, the application for a major amendment to the CPUD was properly filed on behalf of the petitioner, 16 Kanner, LLC, 2014 Monterey Stuart Associates, LLC and Stuart 24 Associates, LLC;

WHEREAS, the property is legally described as set forth in an exhibit to this ordinance; and

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 CPUD; 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 CPUD development will be in harmony with surrounding properties and their anticipated development;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The new, restated, and amended conditions of development which are applicable to lot 2 are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: 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:

1. **Master CPUD Plan, by Newkirk Engineering, dated June 2016.**
2. **Boundary/Topographic Survey & Special Purpose - Culver's Stuart, by AIA GEO, dated 03.28.16.**
3. **Site Layout Plan Sheet 3, by Newkirk Engineering, dated June, 2016 and last revised August 02, 2016.**
4. **Landscape Plan, Sheet 4 by Richard L. Poore, Landscape Architect, dated June, 2016 and last revised September 15, 2016.**
5. **Dumpster Enclosure Details, Sheet 5, by Newkirk Engineering, dated June, 2016 and last revised August 2, 2016.**
6. **Proposed Floor Plan, Sheet A1a by Joseph L. Oliveri, AIA, dated 08.01.16.**
7. **Architectural Elevations, Sheet A3 by Joseph L. Oliveri, AIA. dated 08.01.16.**
8. **Site Photometric Plan, Sheet EP1, EP2 and EP3 by Michael Boychala P.E., dated 08.10.16.and revised 8.25.16.**
9. **Declaration with Easements, Covenants, Conditions and Restrictions dated 3/27/15 and signed by the manager for 2014 Monterey Stuart Associates LLC. A Florida limited Liability Company.**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission

the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior 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: This ordinance and agreement shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

PASSED on First Reading this 12th day of September, 2016.

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

JEFFREY A. KRAUSKOPF, MAYOR	X		
EULA CLARK, VICE MAYOR	X		
TROY MCDONALD, COMMISSIONER	X		
KELLI GLASS LEIGHTON, COMMISSIONER	X		
THOMAS F. CAMPENNI, COMMISSIONER	X		

ADOPTED this 26rd day of September, 2016.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS ORDINANCE, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Print Name: Alia E. D'Wael

Print Name: SARA G. SQUARITO

Norsel, Inc.
~~2014 Monterey Stuart Associates, LLC (Lot 1)~~
~~A Florida limited Liability Company~~

Name: Marsha Zypkin

Title: President

WITNESSES:

Print Name: Bryan A Postman

Print Name: Felecia E. Sutton

16 Kanner, LLC (Lots 2 & 3)

Name:

Title: Member

WITNESSES:

Print Name: Lewis Bergman

Print Name: Cristen Callaway

Stuart 24 Associates, LLC (Lot (4)
BY Its MANAGER; T&R ASSOCIATES, LLC
BY Its MANAGER; IRIS ASSOCIATES, LLC

Name: THEODORE A. SCHIFF

Title: PRESIDENT AND AUTHORIZED SIGNER

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2331-2016 was acknowledged before me this 19 day of October, 2016.

by Marsha Lipkin, the President Norsel, Inc. for ~~2014 Monterey Stuart Associates, LLC~~, Lot 1.

Notary Public, State of Georgia
My Commission Expires: 1/26/2018
Notary Seal

Alva E ONeal
NOTARY PUBLIC
Fulton County, GEORGIA
My Comm. Expires
01/26/2018

Personally Known
OR Produced Identification
Type of ID Drivers License (GA)

by Scott Collette, the Member for 16 Kanner, LLC, Lots 2 &3.

Notary Public, State of FL
My Commission Expires: 12/20/18
Notary Seal

FELECIA E. SATUR
MY COMMISSION EXPIRES
December 20, 2018
#FF 152986
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Personally Known
OR Produced Identification
Type of ID

President ;
by _____, the Auth Signer for Stuart 24 Associates, LLC, Lot 4.

Notary Public, State of FL
My Commission Expires: 10/5/19
Notary Seal

VIVIAN L NOVOA
Notary Public - State of Florida
Commission # FF 239881
My Comm. Expires Oct 5, 2019
Bonded through National Notary Assn.

Personally Known
OR Produced Identification
Type of ID

EXHIBIT "A" LEGAL DESCRIPTION

LEGAL DESCRIPTION (ENTIRE PIECE):

PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11"
EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

(Lot 2 – 16 Kanner, LLC):

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED OF PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2. A DISTANCE OF 170.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 312.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID KANNER HIGHWAY, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 49 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.

EXIBIT "B" LOCATION MAP

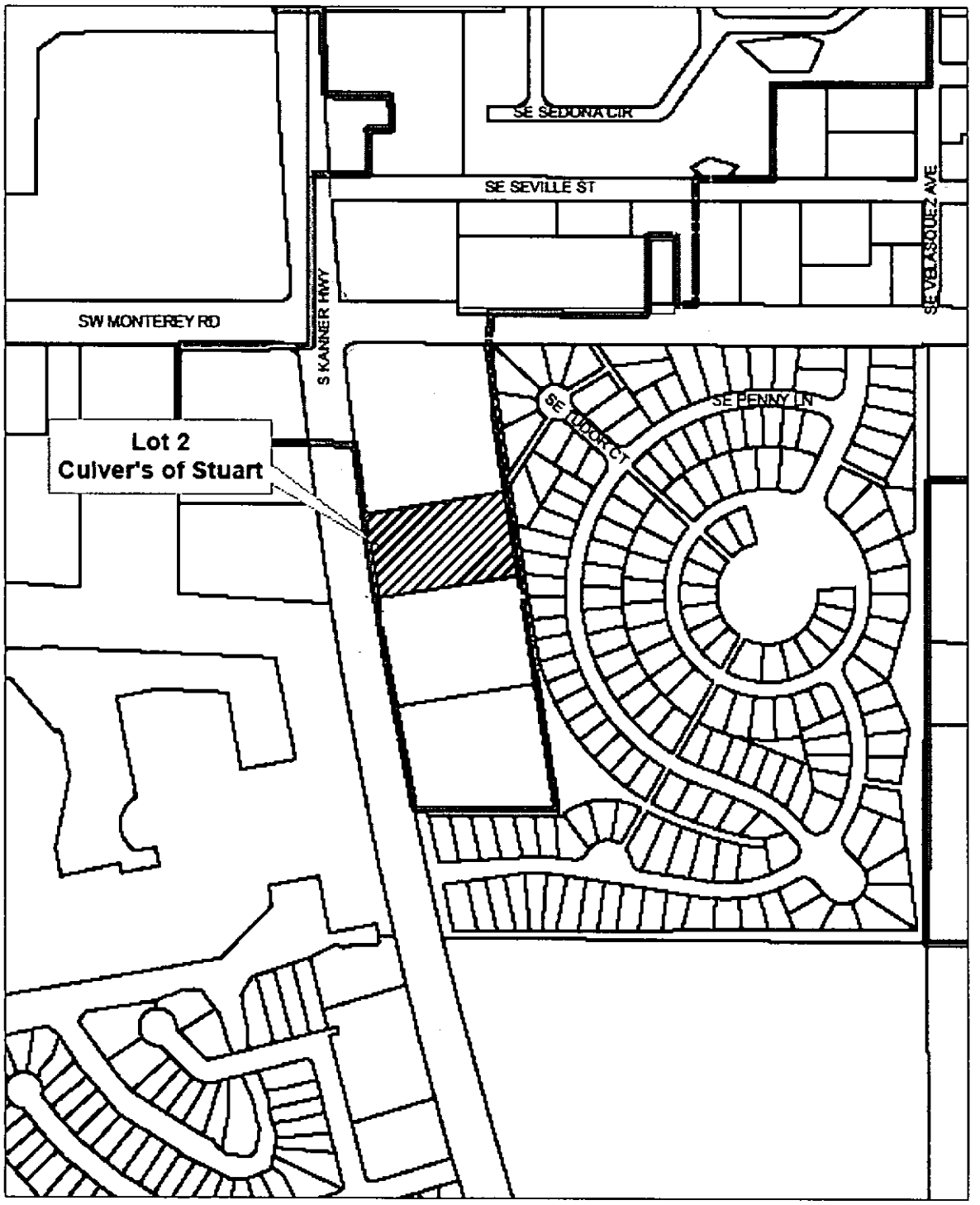


EXHIBIT "C"

DEVELOPMENT CONDITIONS

ORDINANCE #2331-2016 "CULVER'S OF STUART" - MAJOR AMENDMENT TO THE CPUD

The following conditions fall into 3 categories:

1. **(New condition)** New language exclusive to Lot 2 – Culver's of Stuart - Major Amendment to the Wawa CPUD.

2. **(Restated condition)** Conditions in the original CPUD that continue to apply to Lot 2.

3. **(Amended condition)** Variation from language contained in the original CPUD that apply to Lot 2 – Culver's of Stuart - Major Amendment to the Wawa CPUD.

Approved Plans and Documents

a. **(New condition)** The Culver's Stuart CPUD project and the use thereof shall comply with the following drawings:

b. **Master CPUD Plan, by Newkirk Engineering, dated June 2016.**

c. **Boundary/Topographic Survey & Special Purpose - Culver's Stuart, by AIA GEO, dated 03.28.16.**

d. **Site Layout Plan Sheet 3, by Newkirk Engineering, dated June, 2016 and last revised August 02, 2016.**

e. **Landscape Plan, Sheet 4 by Richard L. Poore, Landscape Architect, dated June, 2016 and last revised September 15, 2016.**

f. **Dumpster Enclosure Details, Sheet 5, by Newkirk Engineering, dated June, 2016 and last revised August 2, 2016.**

g. **Proposed Floor Plan, Sheet A1a by Joseph L. Oliveri, AIA, dated 08.01.16.**

h. **Architectural Elevations, Sheet A3 by Joseph L. Oliveri, AIA. dated 08.01.16.**

i. **Site Photometric Plan, Sheet EP1, EP2 and EP3 by Michael Boychala P.E., dated 08.10.16.and revised 8.25.16.**

j. **Declaration with Easements, Covenants, Conditions and Restrictions dated 3/27/15 and signed by the manager for 2014 Monterey Stuart Associates LLC. A Florida limited Liability Company.**

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage 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.

2. **(Amended condition)** Development of the Subject Property as a CPUD shall include an impervious area of not more than sixty-five percent (65%) for lots ~~2~~ & 3 and 4 within the CPUD. The Wawa gas station and convenience store on lot 1 shall not exceed an impervious area of not more than (67%). The Culver's ButterBurger and frozen custard building on lot 2 shall not exceed an impervious area of not more than (70%).

3. **(Restated condition)** The maximum building height within the CPUD shall be 45 feet. 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. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height.

Landscaping

4. **(Restated condition)** All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

5. **(Restated condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

6. **(Restated condition)** A Landscape maintenance 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

7. **(Restated condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

8. **(Amended condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lots 1, ~~2,~~ and 3 the location of the native

vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Shts. 1&2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 shall comply with Sht. 4 by Richard L. Poore, Landscape Architect, dated June 2016.

9. **(Amended condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/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". Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by HJA Design Studio, LLC dated 01.15.15. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

10. **(Amended condition)** A Preserve area maintenance plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15. and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016.

Tree Mitigation

11. **(Restated condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows: Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Lot #1	Lot #2	Lot #3	Lot #4
Slash Pine = $9,112.50	Slash Pine = $9,112.50	Slash Pine = $9,112.50	Slash Pine = $9,112.50
High-rise Oak = $8,075	High-rise Oak = $8,075	High-rise Oak = $8,075	High-rise Oak = $8,075
Total = $17,187.50	Total = $17,187.50	Total = $17,187.50	Total = $17,187.50

Prior to Issuance of Site Permits

12. **(Restated condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.

13. **(Restated condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

14. **(Restated condition)** Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

15. **(Restated condition)** 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 issuance of a site permit.

16. **(Restated condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

17. **(Restated condition)** "Hat racking" of trees is prohibited on the property.

18. **(Restated condition)** All on-site utilities must be buried except for the existing FPL transmission line.

19. **(Restated condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.

20. **(Amended condition)**The developer of ~~2014 Monterey Stuart Associates, LLC must execute a utility service agreement that includes the terms and conditions of reimbursements by the city for oversizing facilities of greater size or capacity than needed by the applicant.~~ Culver's of Stuart, 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.

21. **(Restated condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.

22. **(Restated condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 p.m. to 3:00 p.m. on weekdays.

23. **(Restated condition)** All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.

24. **(Restated condition)** Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

25. **(Restated condition)** 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.

26. **(Amended condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. ~~Site lighting shall comply with Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.~~ Site lighting for Lot 2 shall comply with Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16.

27. **(Restated condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

28. **(Restated condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

29. **(Restated condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.

30. **(Restated condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.

31. **(Amended Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/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". The proposed dry retention for lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover.

32. **(Restated condition)** In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

33. **(New Condition)** Prior to certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site storm water system as well as the entire CPUD's

storm water system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots ~~2~~, 3 & 4

34. **(Amended Condition)** The developer may grade into 20% of the re-created native vegetation area in order to meet stormwater needs for remaining ~~3~~ lots ~~2 &~~ 3. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

35. **(Restated condition)** Parking areas shall be interconnected throughout the CPUD.

36. **(Restated condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.

37. **(Restated condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.

38. **(Restated condition)** No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

39. **(Restated condition)** Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended condition)** Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT Lot 1 **Wawa Gas Station and Convenience Store.**	
Site and building permit application deemed sufficient	**Jan 30, 2015**

for permit review under city codes and standards.	
Final Certificate of Occupancy for all site and building improvements.	**June 30, 2016**

TIMETABLE OF DEVELOPMENT Lot 4 Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Jan 30, 2018**
Final Certificate of Occupancy for all site and building improvements.	**June 30, 2019**
TIMETABLE OF DEVELOPMENT Lot 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	**Dec. 30, 2016**
Final Certificate of Occupancy for all site and building improvements.	**Dec. 30, 2017**

Allowable Uses

41. **(Restated condition)** The following uses shall be permitted considering Sec.601.13. Off-street parking schedule of the City's Land Development Code - as the standard for required off-street parking.
    a. Gas station and convenience store
    b. Professional office, including medical
    c. Retail
    d. Restaurant
    e. Restaurant with fast food drive-thru. (see condition 50 below)

Prohibited

42. **(Restated condition)** No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.

43. **(Restated condition)** Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.

44. **(Restated condition)** Billboards are prohibited on the property.

45. **(Restated condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

46. **(Restated condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.

47. **(Amended condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
    a. The Development Director approves of the P.A. system
    b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
    c. A feature known as Automatic Volume Control or "AVC" is used to reduce the outbound sound pressure level based on ambient noise.

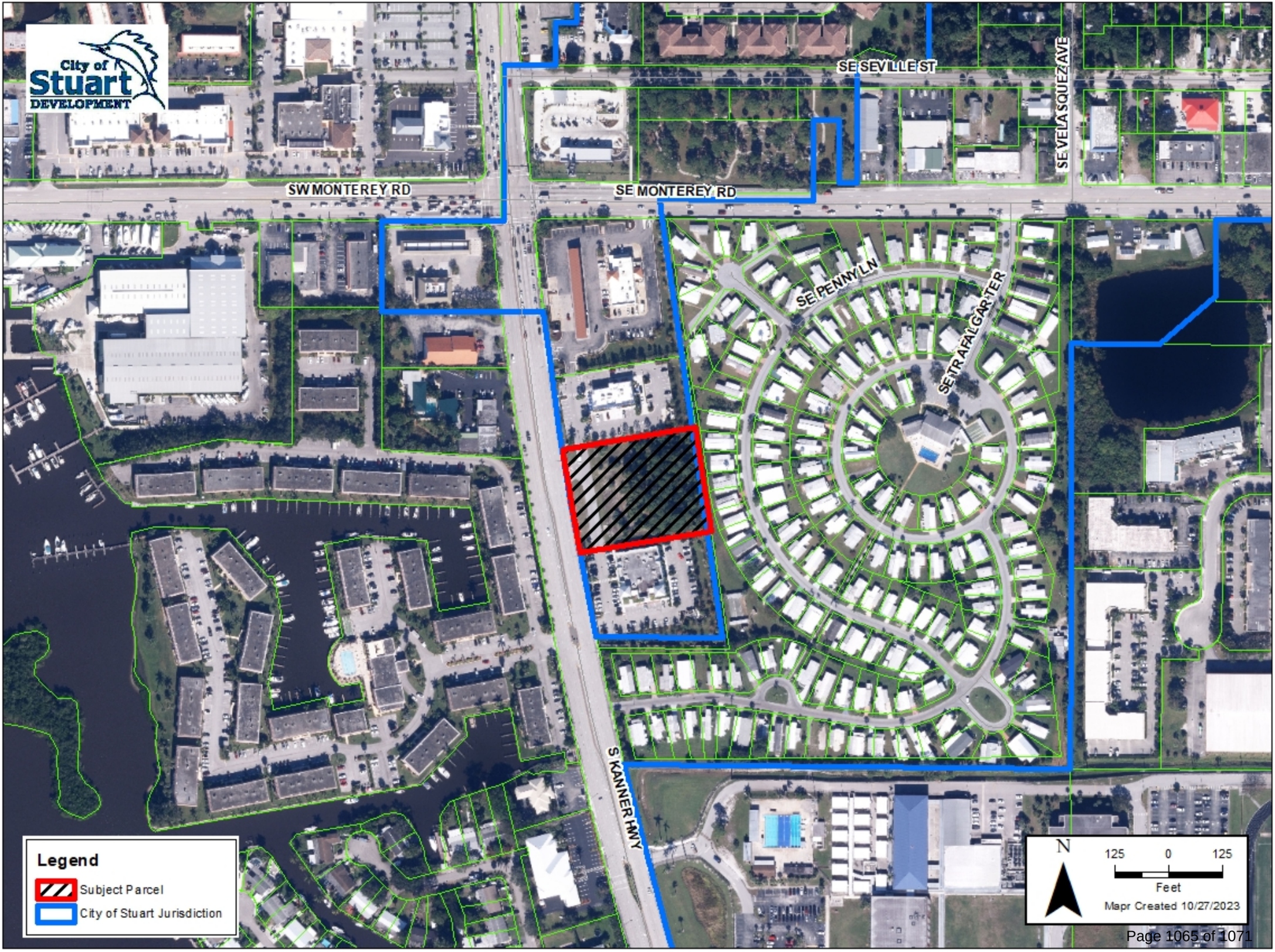
Signage

48. **(Amended Condition)** The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10' in height with design criteria conforming to the City's Land Development Code shall be located within the landscape buffer, and avoid utility easements along Kanner Hwy for lots ~~2~~, 3, and 4. The monument sign for lot 2 shall adhere to the Sec. 6.11.12.C Monument Signs of the City's Land Development Code.

Platting

49. **(Amended condition)** Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued. Plat approval based on reconfigured lots 2 & 3 shall occur prior to any development permit being issued for Culver's of Stuart on lot 2.

50. **(Restated condition)** The PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicant shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:
    a. An 8 foot wall, with 5 feet of preserve on the east and south side of the wall,
    b. The entire 40 foot wide preserve area on the east and south perimeter of the site,
    c. Landscape strips straddling lot lines of lots 2, 3, and 4,
    d. Entrance aprons from S.E. Kanner Hwy and
    e. The north-south connecting drive aisle extending through lots 2, 3, and 4.


City of Stuart
DEVELOPMENT
SW MONTEREY RD
SE MONTEREY RD
SE SEVILLE ST
SE VELASQUEZ AVE
SE PENNY LN
SE TRAFALGAR TER
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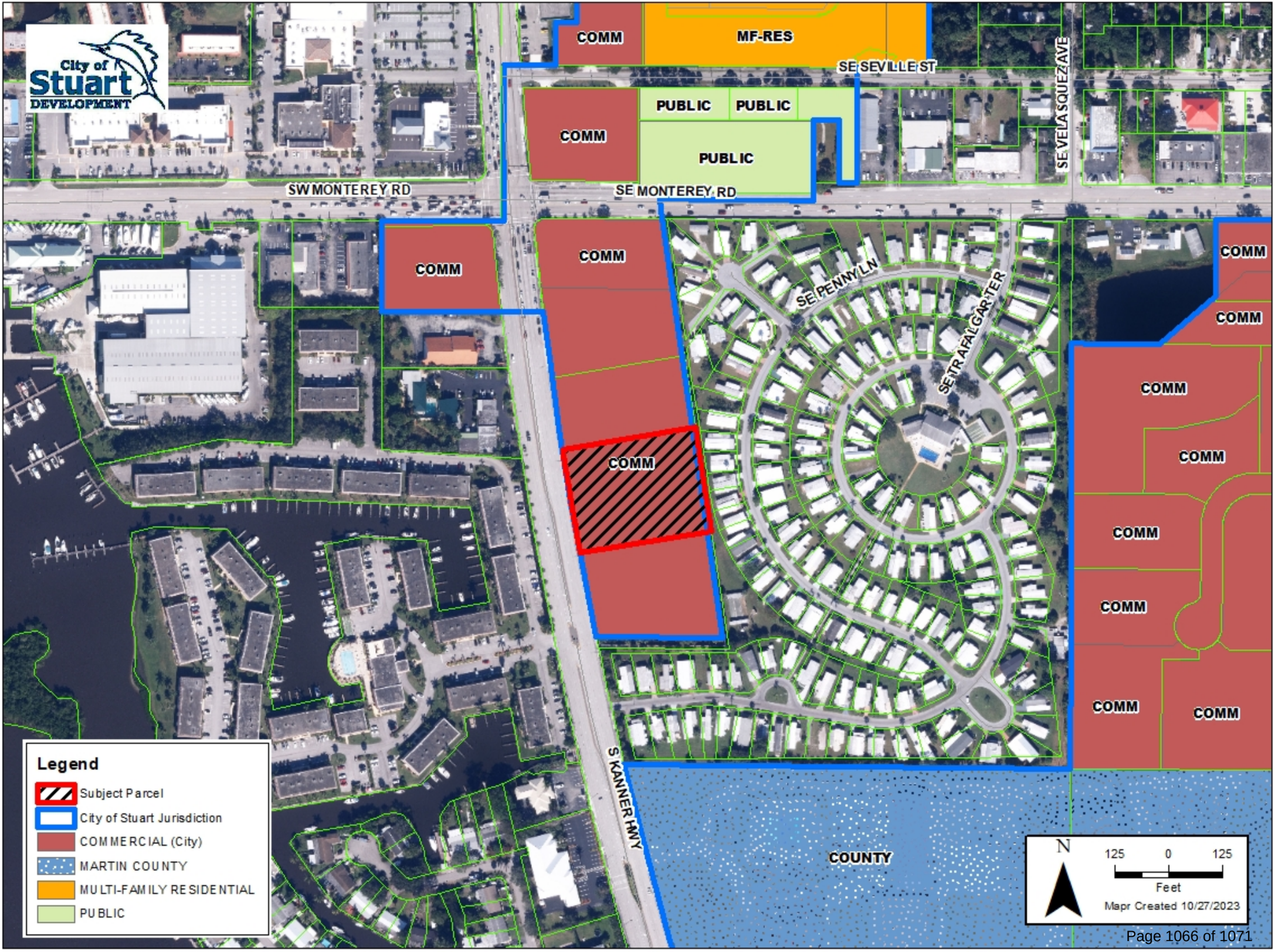
City of Stuart
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SE MONTEREY RD
SE PENNY LN
SE TRAFALGAR TER
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COUNTY
Legend
Subject Parcel
City of Stuart Jurisdiction
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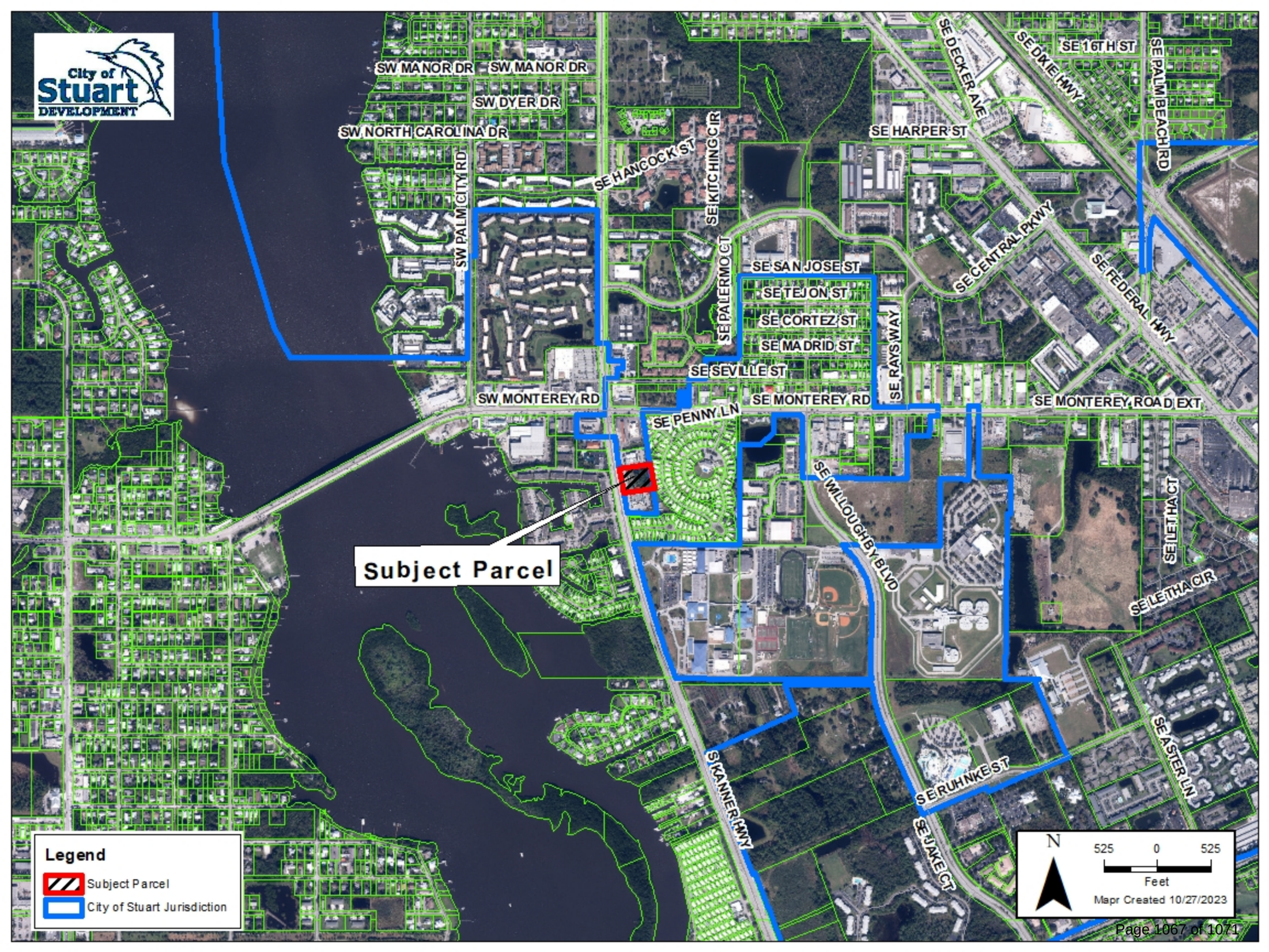
City of Stuart
DEVELOPMENT
SW MANOR DR
SW MANOR DR
SW DYER DR
SW NORTH CAROLINA DR
SW PALM CITY RD
SE HANCOCK ST
SE KITCHING CIR
SE PALERMO CT
SE HARPER ST
SE DECKER AVE
SE DIXIE HWY
SE 16TH ST
SE PALM BEACH RD
SE CENTRAL PKWY
SE FEDERAL HWY
SE SAN JOSE ST
SE TEJON ST
SE CORTEZ ST
SE MADRID ST
SE SEVILLE ST
SE RAYS WAY
SW MONTEREY RD
SE MONTEREY RD
SE MONTEREY ROAD EXT
SE PENNY LN
SE WILLOUGHBY BLVD
SE LETHA CT
SE LETHA CIR
Subject Parcel
SR 76 / KANNER HWY
SE RUHNKE ST
SE JAKE CT
SE ASTER LN
Legend
Subject Parcel
City of Stuart Jurisdiction
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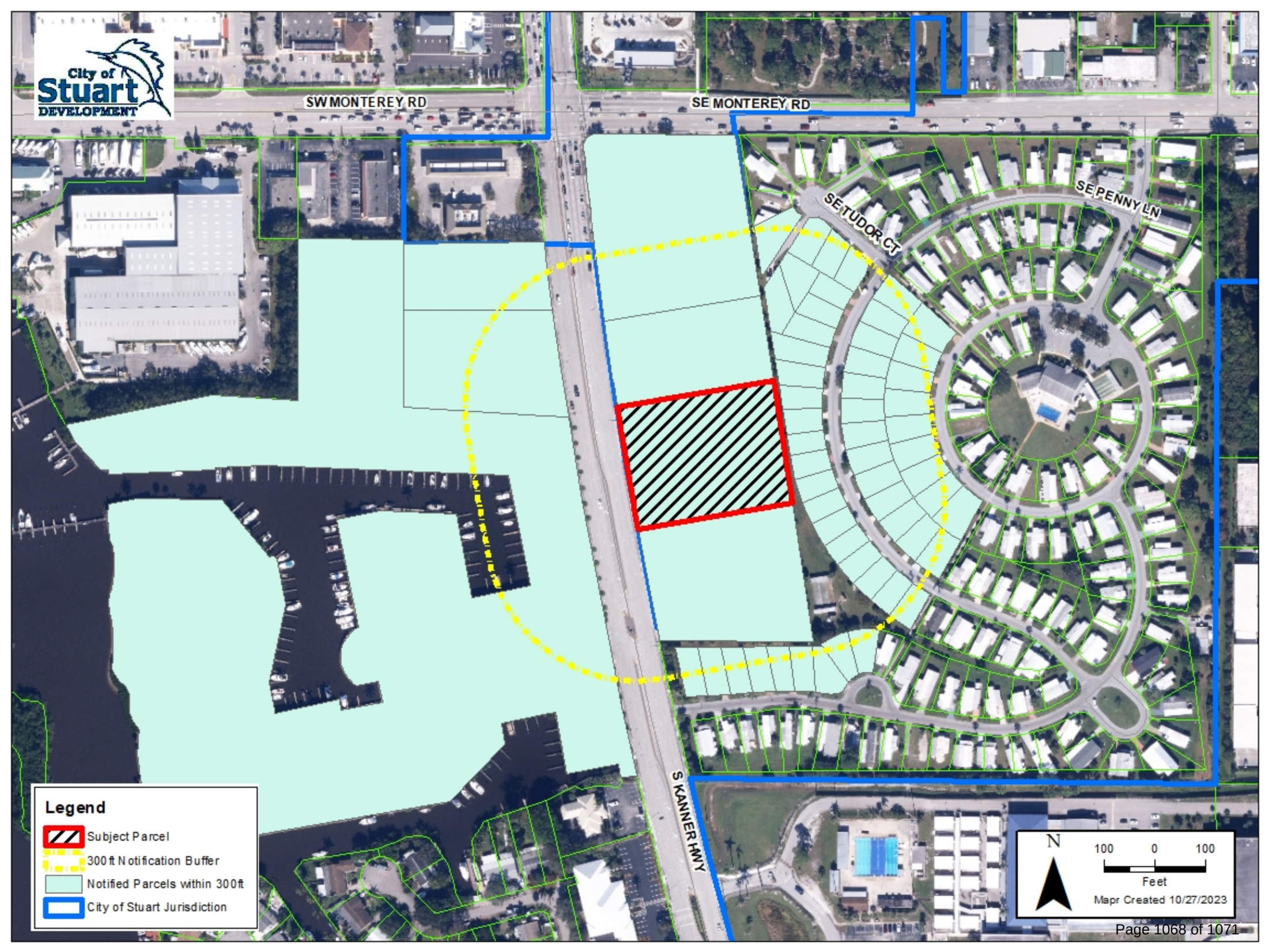
City of Stuart
DEVELOPMENT
SW MONTEREY RD
SE MONTEREY RD
SE TUDOR CT
SE PENNY LN
S KANNER HWY
Legend
Subject Parcel
300 ft Notification Buffer
Notified Parcels within 300ft
City of Stuart Jurisdiction
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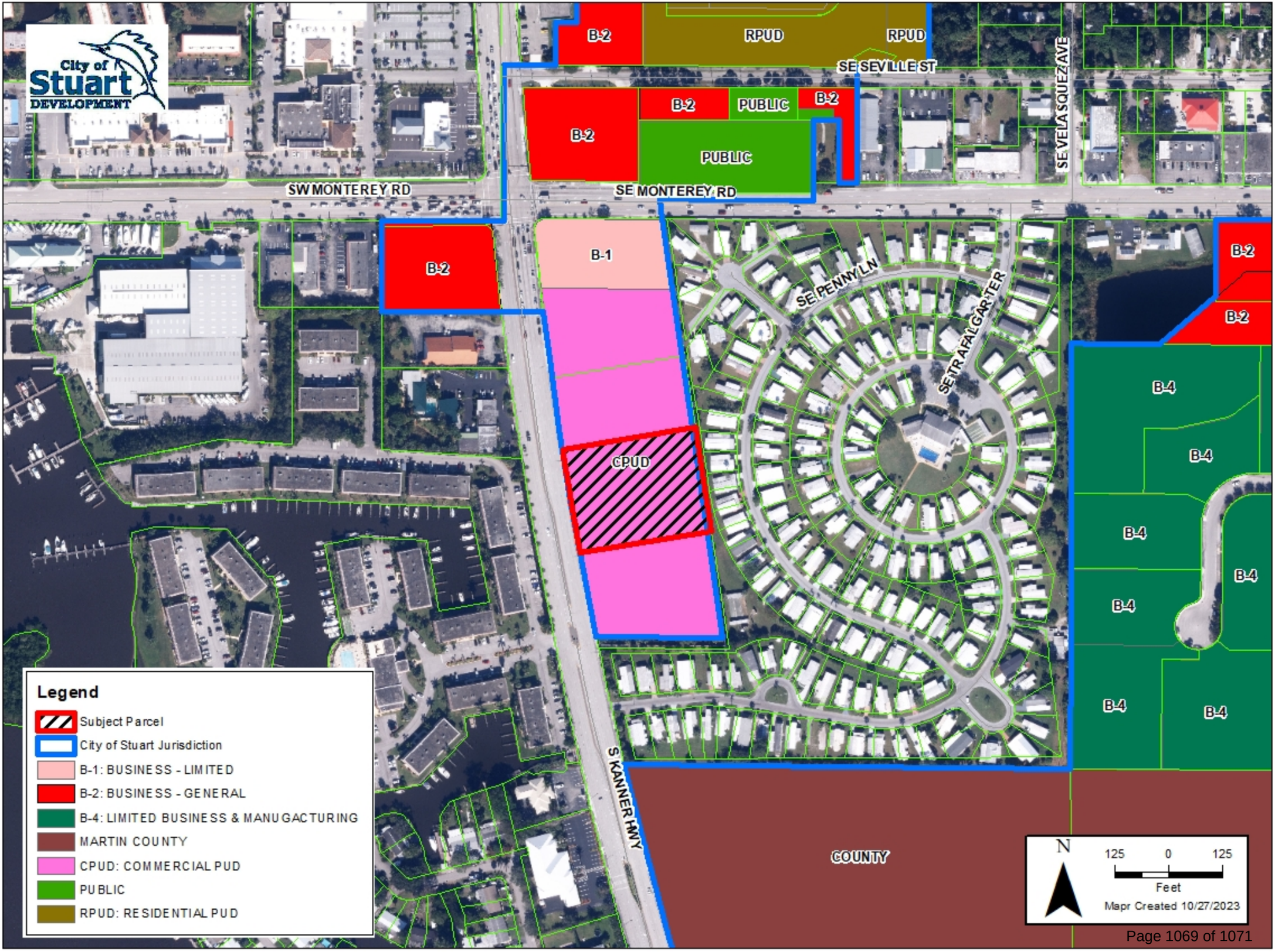
City of Stuart DEVELOPMENT
B-2
RPUD
RPUD
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SE VELASQUEZ AVE
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PUBLIC
B-2
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SW MONTEREY RD
SE MONTEREY RD
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B-1
SE PENNY LN
SE TRAFALGAR TER
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B-4
B-4
CPUD
S KANNER HWY
COUNTY
Legend
Subject Parcel
City of Stuart Jurisdiction
B-1: BUSINESS - LIMITED
B-2: BUSINESS - GENERAL
B-4: LIMITED BUSINESS & MANUFACTURING
MARTIN COUNTY
CPUD: COMMERCIAL PUD
PUBLIC
RPUD: RESIDENTIAL PUD
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Mapr Created 10/27/2023

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 1/8/2024 **Prepared by:** Jodi Nentwick

Title of Item:

APPLICANT REQUESTED A SECOND CONTINUANCE TO A DATE CERTAIN OF 01/22/2024 CCM: 101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN 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 OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant is seeking approval to rezone the subject property from Urban Waterfront to Urban Planned Unit Development, requesting relief from various parking requirements and a concurrent site plan to re-purpose the existing office building into a 150-seat waterfront restaurant.
The following relief is being sought through the Urban Planned Unit Development (UPUD) from the following criteria:

- Requesting the Development Director to waive the fee for the Pay In Lieu of Program (PILOP) for the removal of one (1) on-street parking space along S. Colorado Avenue. ***(LDC Section 6.01.19)***
- To allow the additional curb cut along S. Colorado Avenue for adequate access to the dumpster and ADA spaces. ***(LDC Section 3.01.03.E.6)***
- To allow the off-site valet parking lot to exceed the required maximum 500 feet distance requirements of the principal use and location. ***(LDC Section 6.01.11.B.)***

Funding Source:

N/A

Recommended Action:

On November 27, 2023, the City Commission approved the request of the applicant to a date certain of January 8, 2024.

The applicant is now requesting the City Commission's consideration to grant a *second* continuance until a date certain of January 22, 2024.

ATTACHMENTS: