City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD August 24, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner Troy McDonald

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

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

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

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

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JOIN MEETING: By Device - https://us02web.zoom.us/j/88976182876

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

By Telephone - Meeting ID: 889 7618 2876
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US

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PLEDGE OF ALLEGIANCE

1. OATH OF OFFICE - MICHAEL J. MEIER, GROUP 1, MERRITT MATHESON, GROUP 3, EULA R. CLARKE, GROUP 5, AND SPECIAL ELECTION TROY MCDONALD, GROUP 4.

PROCLAMATIONS

2. PATRIOT DAY - SEPTEMBER 11, 2020

3. NATIONAL SUFFRAGE MONTH - 100TH ANNIVERSARY OF THE 19TH AMENDMENT TO THE US CONSTITUTION

PRESENTATIONS

4. SERVICE AWARDS - AUGUST 2020

5. EMPLOYEE OF THE MONTH - AUGUST 2020

6. CONTEMPORARY ART EXHIBIT IN GAZEBO PARK BY SUSAN KORES, CRA MANAGER, MARTIN COUNTY

7. KIWANIS CLUB OF STUART - PARK PROPOSAL PRESENTATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

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

CONSENT CALENDAR

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

8. APPROVAL OF 08/10/2020 CCM MINUTES (RC)

9. CONTRACT RENEWAL OF RFP #2017-173: INDEPENDENT AUDITING SERVICES (RC):

   RESOLUTION No. 100-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE FIRST OF FOUR (ONE YEAR) RENEWAL OPTIONS OF RFP NO. 2017-173: INDEPENDENT AUDITING SERVICE TO MSL CPA'S AND ADVISORS OF ORLANDO, FLORIDA; THROUGH SEPTEMBER 24, 2021, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

10. COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (RC):

    RESOLUTION No. 102-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ACCEPT AND TO SIGN THE GRANT AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A COMMUNITY PLANNING TECHNICAL GRANT; AND AUTHORIZATION FOR $38,000 TO BE EXPENDED ON A REIMBURSABLE BASIS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. CDBG GRANT APPLICATION FOR ALTERNATIVE WATER SUPPLY (RC):

    RESOLUTION No. 104-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE

WATER SUPPLY PHASE 1 PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. HONORING DR. EDWIN MASSEY:

RESOLUTION No. 101-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING DR. EDWIN MASSEY FOR HIS MANY YEARS OF DEDICATION TO HIGHER EDUCATION AT INDIAN RIVER STATE COLLEGE, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. WALTON BUILDING RELOCATION - MAJOR URBAN CODE CONDITIONAL USE APPROVAL (RC):

RESOLUTION No. 97-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO 111 REAL ESTATE HOLDINGS, LLC OWNER OF THE PROPERTY LOCATED IN THE CITY OF STUART, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR THE RELOCATION OF THE HISTORIC WALTON BUILDING (33 DEGREES) FROM CITY RIGHT-OF-WAY AT DECKER AVENUE TO THE NORTH SIDE OF PARKING LOT LOCATED AT 209 S ALBANY AVENUE; ALLOWING THE FRONT BUILDING FAÇADE TO BE SETBACK FROM THE FRONT PROPERTY LINE, FOR THE FAÇADE WIDTH OF THE RELOCATED BUILDING TO BE LESS THAN 80% OF THE LOT WIDTH AND FOREGO THE REQUIREMENT FOR THE MINIMUM BUILDING HEIGHT OF TWO STORIES, FOR ARCADES OR GLAZED OPENINGS AND BALCONIES ALONG THE STREET FACADE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF RELOCATION; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

14. LONE PALM RESIDENTIAL - INFILL HOUSING (QUASI JUDICIAL) (RC):

ORDINANCE No. 2439-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART'S COMPREHENSIVE PLAN VIA A SMALL-SCALE COMPREHENSIVE MAP AMENDMENT FROM RESIDENTIAL LOW TO EAST STUART; REZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) TO SINGLE-FAMILY AND DUPLEX SUBDISTRICT (SFD) ON THE CITY'S OFFICIAL ZONING MAP; AND APPROVING A MAJOR URBAN CODE CONDITIONAL USE FOR PROPERTY TOTALING 0.72 ACRES, OWNED BY LONE PALM PROPERTY INVESTMENTS, LLC, LOCATED BETWEEN MARTIN LUTHER KING JR. BOULEVARD AND SE 6th STREET, WEST OF PALM BEACH ROAD; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED TO ALLOW THE DEVELOPMENT OF TWO DUPLEX LOTS AND THREE SINGLE FAMILY LOTS; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

15. SAILFISH COVE UPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2449-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN

PLANNED UNIT DEVELOPMENT FOR A 0.925 ACRE PROPERTY LOCATED AT 37 & 41 S.W. SEMINOLE STREET, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SAILFISH COVE UPUD CONSISTING OF THIRTY (30) MULTI-FAMILY RESIDENTIAL UNITS AND 5,768 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH THE SECTION 2.07.00 STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 26.75 DWELLING UNITS PER ACRE ON A .925 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

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

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

17. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (RC):

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

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

DISCUSSION AND DELIBERATION

18. CONCEPTUAL PLAN FOR EAST OCEAN BLOULEVARD AND MEMORIAL TREES AT MEMORIAL PARK

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

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

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

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Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

OATH OF OFFICE - MICHAEL J. MEIER, GROUP 1, MERRITT MATHESON, GROUP 3, EULA R. CLARKE, GROUP 5, AND SPECIAL ELECTION TROY MCDONALD, GROUP 4.

Summary Explanation/Background Information on Agenda Request:

Each Commissioner shall take the Oath of Office prior to serving their term.

Funding Source:

N/A

Recommended Action:

Administer Oath of Office as City Commissioners.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Oath	8/18/2020	Attachment

OATH OF CITY OF STUART COMMISSIONER

STATE OF FLORIDA)
CITY OF STUART)
COUNTY OF MARTIN)

I DO SOLEMNLY SWEAR THAT I WILL SUPPORT, HONOR, PROTECT, AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA AND UNDER THE CHARTER OF THE CITY OF STUART; AND THAT I WILL WELL AND FAITHFULY PERFORM THE DUTIES OF CITY OF STUART COMMISSIONER ON; WHICH I AM NOW ABOUT TO ENTER, SO HELP ME GOD.

_____
Name

Sworn to and subscribed before me
this 24th day of August, 2020.

_____
Mary R. Kindel
Notary Public

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

PATRIOT DAY - SEPTEMBER 11, 2020

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

No action.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Patriot Day, 9/11/2020	8/14/2020	Proclamation

PROCLAMATION
PATRIOT DAY
SEPTEMBER 11, 2020

WHEREAS, on September 11, 2001, the United States endured the worst terrorist attack in our history which tragically ended the lives of thousands of innocent people and nineteen (19) years later, we continue to mourn, the devastating loss of the men and women who perished; and

WHEREAS, we remember the countless men and women in uniform and their families who have made the ultimate sacrifice in defense of our freedom, personal liberty, and security, in addition to those who never cease to make sacrifices in their own lives in order to serve our country every day; and

WHEREAS, individuals, organizations, and communities throughout our Country and across the City of Stuart will gather to comfort one another and pray together, as we honor our Nation and the memory of those who lost their lives on September 11, 2001 and while we can never replace the precious lives that were lost on that day, it is because of the selfless actions of thousands of individuals who did everything within their power to save the lives of the people around them, that we as a Nation can look back on this horrific day in history with hope in our hearts for the future.

NOW THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida, do hereby proclaim September 11, 2020, as:

PATRIOT DAY

in the City of Stuart, Florida and encourage its citizens to observe this day with recognition and a moment of silence beginning at 8:46 a.m. in honor of those who were killed on September 11, 2001, in New York City, Pennsylvania, and Washington, D.C.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 24th day of August, 2020.

ATTEST:

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Ryanne Cavo

Title of Item:

NATIONAL SUFFRAGE MONTH - 100TH ANNIVERSARY OF THE 19TH AMENDMENT TO THE US CONSTITUTION

Summary Explanation/Background Information on Agenda Request:

The bold, courageous and powerful women who fought for the ratification of the 19th Amendment to the United States Constitution on August 26, 1920, deserve special celebration, especially on the 100th anniversary of it's ratification in 2020.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - National Women's Suffrage Month - 100 Anniversary of the 19th Amendment to the US Constitution	8/19/2020	Proclamation

CENTENNIAL PROCLAMATION

DECLARING AUGUST 2020 AS "NATIONAL WOMEN'S SUFFRAGE MONTH" IN CELEBRATION, RECOGNITION AND HONOR OF THE 100th ANNIVERSARY OF THE 19TH AMENDMENT TO THE UNITED STATES CONSTITUTION

WHEREAS, the bold, courageous and powerful women who fought for the ratification of the 19th Amendment to the United States Constitution on August 26, 1920, deserve special celebration, especially on the 100th anniversary of it's ratification in 2020; and

WHEREAS, the right to vote is the cornerstone of our democracy and the fundamental right upon which all our civil liberties rest; and

WHEREAS, the 19th Amendment did not guarantee suffrage for all women, including Native Americans who did not gain the right to vote until 1924. For Asian Pacific Islander Americans it was 1952. African-American and Latin Americans suffered voter suppression until passage of the Voting Rights Act of 1965 and 1975; and

WHEREAS, the fact that today women are active in local, state and national government and are running for office in unprecedented numbers reminds us that we all follow in the footsteps of these resolute American suffragists; and

WHEREAS, the 19th Amendment to the United States Constitution has played an important role in advancing the right of all women.

NOW, THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida encourages residents of the City of Stuart to celebrate the 100th Anniversary of the passage and ratification of the 19th Amendment, providing for women's suffrage, to the Constitution of the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 24th day of August, 2020.

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** R. Johnson

Title of Item:

SERVICE AWARDS - AUGUST 2020

Summary Explanation/Background Information on Agenda Request:

Tammy Farnham	Police	25 years
William Griffin	Public Works	15 years
Grisel Alvarado	Building/Permitting	15 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Ben Hogarth

Title of Item:

EMPLOYEE OF THE MONTH - AUGUST 2020

Summary Explanation/Background Information on Agenda Request:

Recognize the City's Employee of the Month for August, 2020.

Funding Source:

N/A

Recommended Action:

Recognize the City's Employee of the Month for August, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020

Prepared by: Pinal Gandhi-Savdas/Susan Kores (Martin County CRA Manager)

Title of Item:

CONTEMPORARY ART EXHIBIT IN GAZEBO PARK BY SUSAN KORES, CRA MANAGER, MARTIN COUNTY

Summary Explanation/Background Information on Agenda Request:

The Martin County Art in Public Places program has been given a unique opportunity to purchase 5 award winning sculptures for their public art program.

Mr. Gary Gresko, a professional award-winning artist and sculptor in looking for a new home for five (5) of his large, outdoor pieces, offered for sale to the County. Originally from North Carolina, Mr. Gresko has lived in Barefoot Bay (Sebastian area) for the last three years, is president of the Barefoot Bay Artist Guild and participates in the All Florida Juried Art Show in Stuart and other places in South Florida as well. He has a passion for working in different mediums and sculpts in steel, cement and wood. Much of his work, across the United States, has been for cities and universities.

The Martin County Art in Public Places program proposes to place the sculptures on the already existing cement pads that are in Gazebo Park in downtown Stuart. Martin County CRA propose working with the public art program in the City of Stuart as well as the Martin County Arts Foundation to produce, market and promote this "Gary Gresko" temporary sculpture show for countywide visual enjoyment and education. After a minimum of 12-24 months, the pieces would be disbursed throughout the County as facilities and locations become available.

This project brings contemporary public art to the community; promotes partnerships with other arts organizations; offers a fantastic temporary exhibition; and supports art education opportunities for residents.

The artwork purchase has been supported through the MC AIPP Capital Projects budget, and would include funding support for delivery, installation, education, marketing and signage.

The parcel is owned by Martin County but the City of Stuart as an Interlocal Agreement to maintain the Gazebo Park.

Community Redevelopment Board

On August 4, 2020, the Community Redevelopment Board recommended approval of installation and exhibition of the public art pieces in the Gazebo Park.

Funding Source:

Martin County Art in Public Places Program.

Recommended Action:

No action required.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	PowerPoint Presentation	8/6/2020	Presentation





Martin County

Art in Public Places











TRANSPONDER

Transponder starts as a solid pipe on the bottom and then seems to break off and float up, or is it coming down and forming the solid? It is a commentary on the signals that drive our lives. The segments may be incoming or outgoing, it is up to the perspective of the observer.

Specifications:

- Steel
- 11' tall, 18" wide
- Approximately 1000 lbs.
- Minimal maintenance, hurricane proof
- Needs to be bolted to a cement pad



TUMBLING TOWARD THE SUN

As the Norvell Award winner, Best in Show at the Salisbury, NC Sculpture Show in 2010, this piece challenges our senses as it portrays the concept of tumbling upwards. Its warm orange color is reflective of the Florida sun creating interplay of shadow and light.

Specifications:

- Steel
- 7' tall
- Approximately 1200 lbs.
- Minimal maintenance, hurricane proof
- Needs to be bolted to a cement pad

YAP MONEY STONES

In times past, large stone wheels displayed outside a home were used as a show of wealth on the Island of Yap in the South Pacific. The observer may ask if we are really any different today?!





Specifications:

- Fiberglass reinforced cement
- Diameters vary from 3′ to 5′
- Each piece weighs up to 300 lbs., depending on the size
- They anchor directly into the ground with rebar stakes and the wooden stick in the middle holds them up
- Once installed they do not move or tip over
- Minimal maintenance



SILENT SOUNDS OF SERVICE

As this wind driven, kinetic piece turns, it winds a nylon cord and continues the spinning/unspinning motion. It represents the five branches of service and is silent in honor of those who have paid the ultimate price.

Specifications:

- Lightweight aluminum
- 8′ high
- Approximately 200 lbs.
- Kinetic
- Needs to be bolted to a cement pad
- Kinetic parts would need to be removed for storm winds 60 miles/hr. or more



RED ANGLE

The piece is set at a 60-degree angle, the measure of angles in an equilateral triangle, the strongest architectural form. The pyramids at Giza were based on this measurement.

Specifications:

- Recycled fiberglass and steel
- 7' high
- Needs to be bolted to a concrete pad
- Minimal maintenance, hurricane proof

GRESKO IN THE GAZEBO!

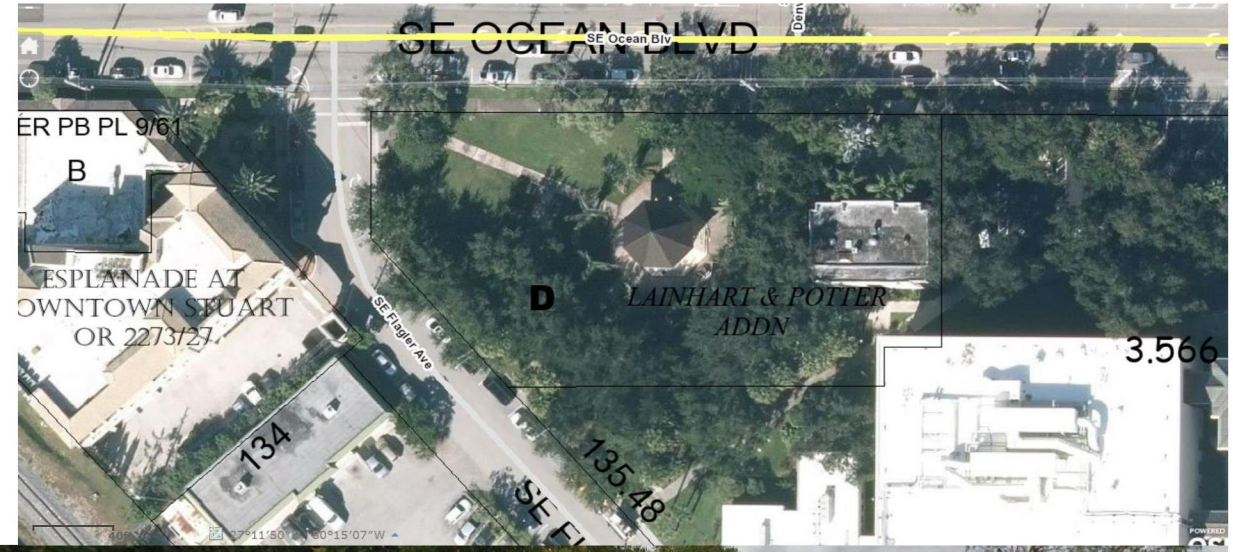
Gary Gresko is an award winning sculptor with works exhibited all over the Southeastern US from Pennsylvania to Florida. He has nine Public Art commissioned pieces in North Carolina alone and now resides in Barefoot Bay, Florida. He has been a part of Florida's artistic community for the past 5 years.

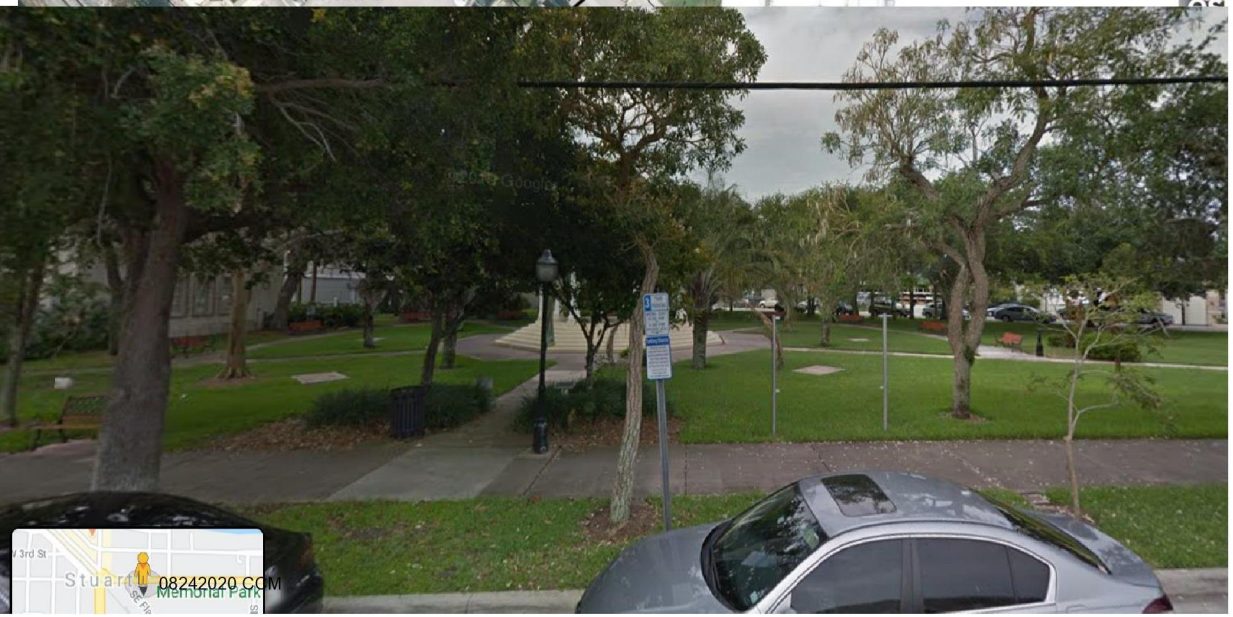
- All Florida Juried Arts Exhibit, Stuart 2015
- All Florida Juried Arts Show of Martin County 2016
- Brevard Cultural Alliance Outdoor Public Art Exhibitions
- Deland Sculpture Walk Outdoor Exhibition 2016-2017
- Kissimmee Sculptural Experience 2016-2017
- Kinetic Sculpture Exhibit, Palm Bay City Hall 2017
- Barefoot Bay Artist Guild Annual Exhibition 2017





Public Art installations in N. Carolina





INSTALLATION SITE

Aerial View
Gazebo Park, Stuart
Corner of SE Ocean Blvd. and SE Flagler Ave.

Pedestrian View
Gazebo Park, Stuart
There are 6 square, concrete pads around the gazebo.

PLAN

- Artworks to be delivered and installed in the fall of 2020
- Four pieces will be anchored to the cement pads, one (Yap Money Stones) to be anchored directly into the ground near a fifth pad
- Signage and information regarding the exhibit to be placed on or around the sixth pad
- An opening to introduce the Exhibit to the community to be scheduled during season, January – March 2021
- Artworks remain in place for a minimum of 12-24 months
- Pieces to be disbursed throughout the County as final locations become available

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** jchrulski

Title of Item:

KIWANIS CLUB OF STUART - PARK PROPOSAL PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Presenter: Paul Brown, Kiwanis Club of Stuart
The Kiwanis Club of Stuart, Florida Foundation, Inc. is a 501(c)(3) nonprofit corporation and solicits funds from the public to allow it to provide service to the community.

Background: Over the past few years, the club raised funds to defray improvements of Kiwanis Park including an ADA Accessible Playground, Shade Structure, and Restroom.

Presentation: The club will be presenting their vision of the next phases of the playground to the City of Stuart Commission - before they launch their public fundraising campaign.
*Power Point presentation is (attached)

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Kiwanis Park Power Point .pdf	8/14/2020	Attachment
🗋	Kiwanis Park Phase 1	8/13/2020	Attachment
🗋	Kiwanis Park Phase 2	8/13/2020	Attachment

Kiwanis of Stuart Playground

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
www.repservices.com



We exist to serve by helping create great places for people in a fun, sustainable and honorable way.


RSI Mission Statement
We exist to serve by helping create great places for people in a fun, sustainable and honorable way.
Designing play spaces to meet all children's needs.


Commitment to
enhancing children's lives through play





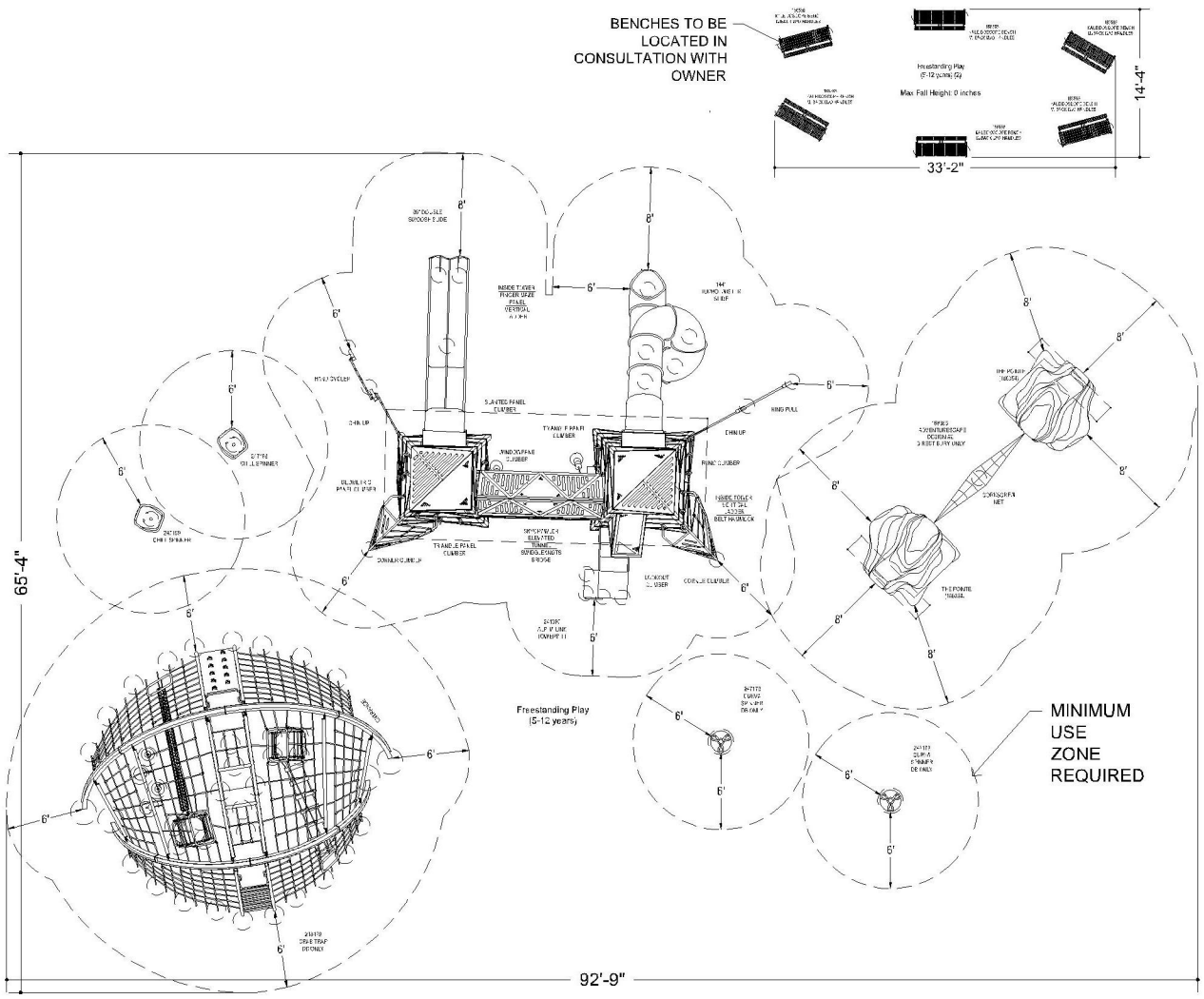
PLAY WILL ALWAYS SHAPE US

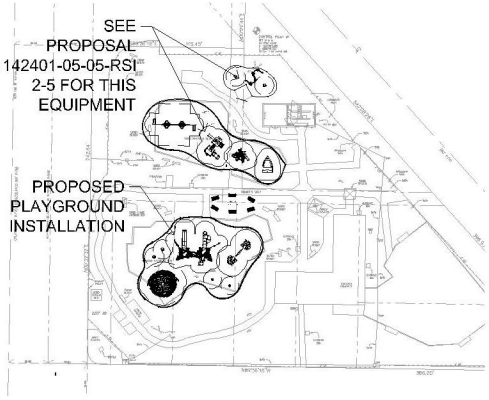
PAUL BRAVO

561.448.0369

paul@repservices.com


5-12 AREA





SITE LOCATION MAP NOT TO SCALE

**SEE SHEET P-2 FOR SITE LOCATION MAP ENLARGEMENT*
**SEE SHEET P-3 FOR SURFACING DETAILS AND INFORMATION*

182503
WELCOME SIGN
(LSI PROVIDED)
5-12 YEARS

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

TOTAL PLAY COMPONENTS: 29

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED

5-12 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS	16		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	8
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	8

PLAYGROUND EQUIPMENT MEETS THE REQUIREMENTS OF FBC ACCESSIBILITY CODE, TABLE 240.2.1.2

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS. UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:

#	Revision	Date

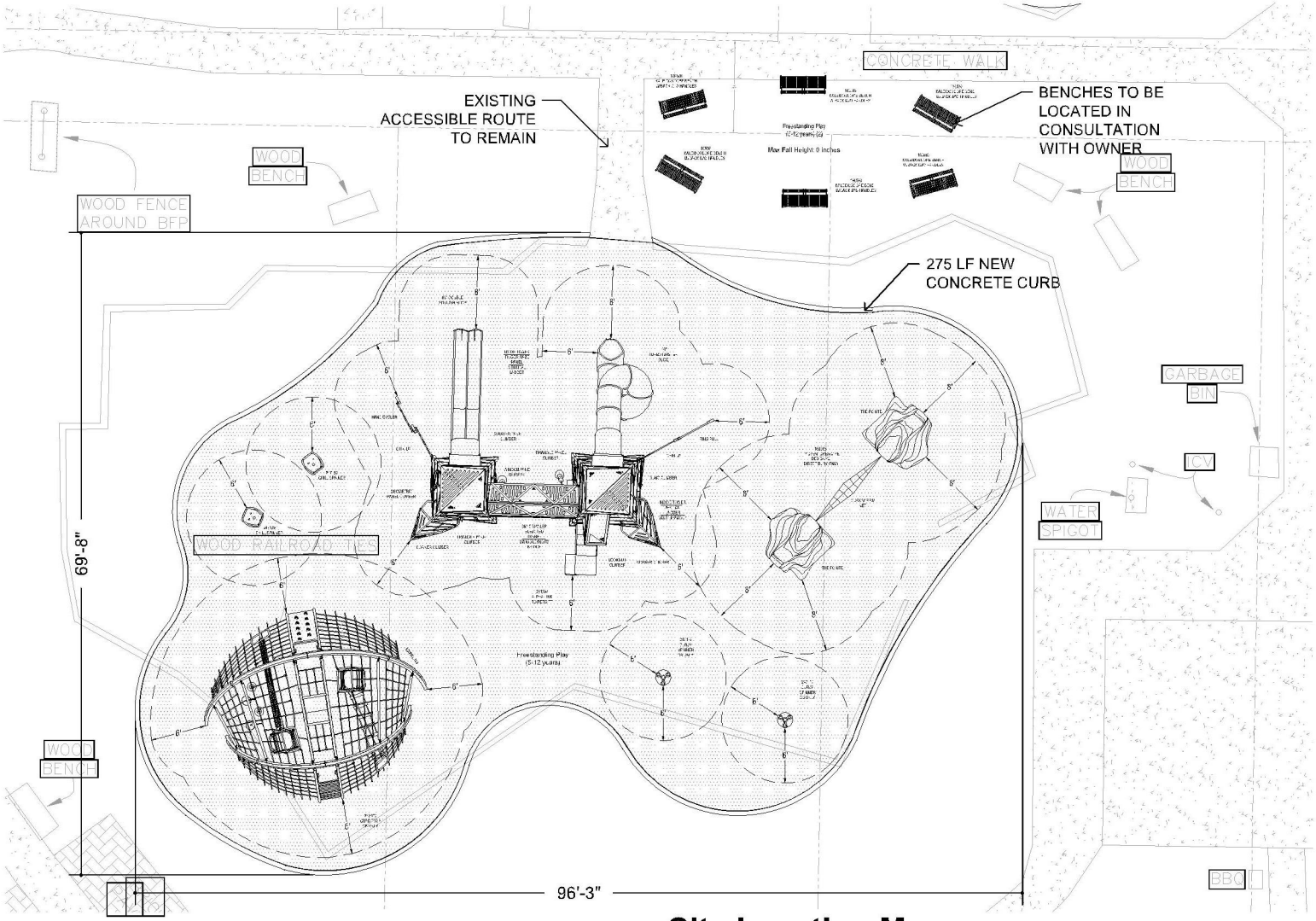
Date: 6/25/2020
Project: 17094
Drawing: 1142401-05-05-RSI 5-12
Sheet: P-1
Play Equipment Plan

NOT FOR CONSTRUCTION
06/24/2020 COM

SCALE: 1/8" = 1'
0 4 8 16

Play Equipment Plan 5-12 Area
Kiwanis Club of Stuart
Stuart, FL

REP SERVICES, INC.
Experts at Play & Outdoor Spaces



***SITE PLAN/SURVEY INFORMATION SHOWN FOR REFERENCE ONLY. NOT PART OF THIS SCOPE.**

GENERAL NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:		
#	Revision	Date

Date:	6/25/2020
Project:	17094
Drawing:	1142401-05-05-RSI 5-12
Sheet:	P-2 Site Location Map

NOT FOR CONSTRUCTION

SCALE: 1" = 10'

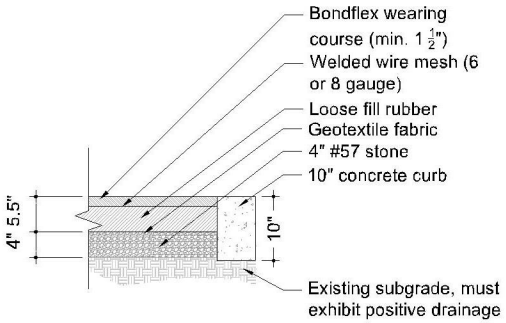
0 5 10 20

Site Location Map

Kiwanis Club of Stuart

Stuart, FL

REP SERVICES, INC. Experts at Play & Outdoor Spaces landscape structures CERTIFIED



BondFlex Surfacing at Concrete Curb

SURFACING

- 4475 SF
- BONDFLEX
- 12' MAXIMUM FALL HEIGHT
- #57 STONE SUB-BASE
- 275 LF NEW CONCRETE CURB

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

Δ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

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Revisions:		
#	Revision	Date

Date: 6/25/2020
Project: 17094
Drawing: 1142401-05-05-RSI 5-12
Sheet: P-3
Details

NOT FOR CONSTRUCTION
06242020 CCM
NOT TO SCALE

Details
Kiwanis Club of Stuart
Stuart, FL

REP SERVICES, INC. Experts at Play & Outdoor Spaces



landscape structures

Kiwanis Park of Stuart

1142401-05-05-02 • 06.04.2020

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Kiwanis Park of Stuart

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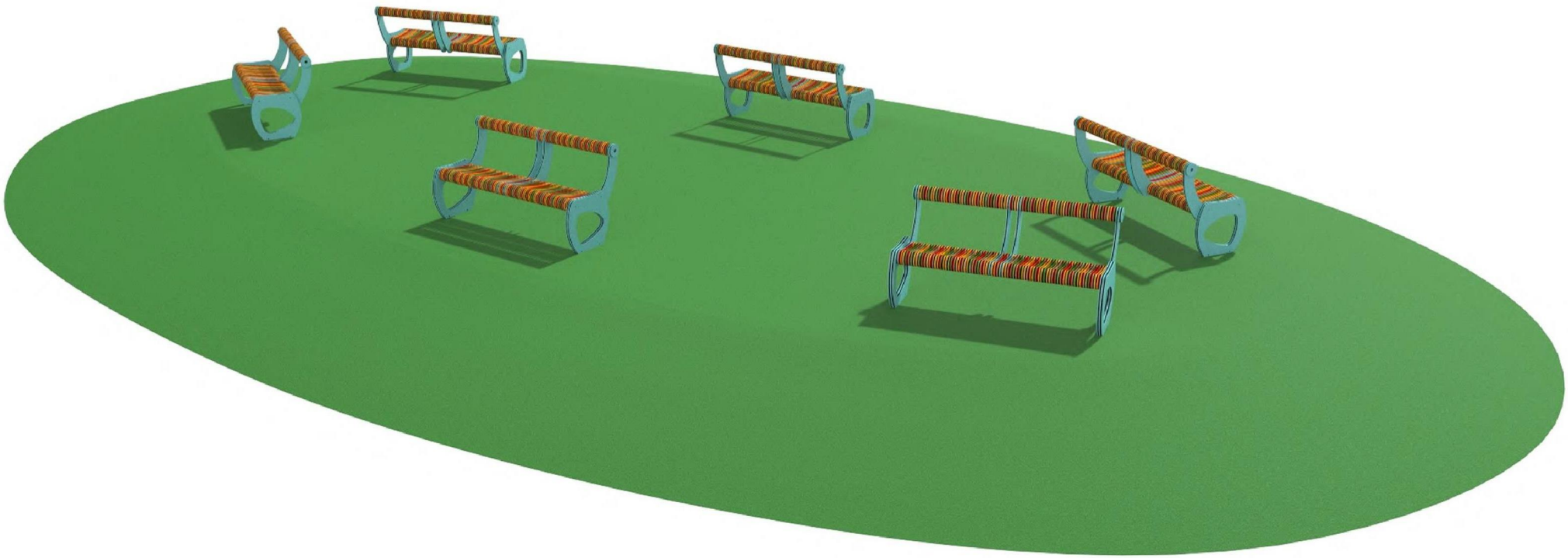
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Kiwanis Park of Stuart

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landscape structures

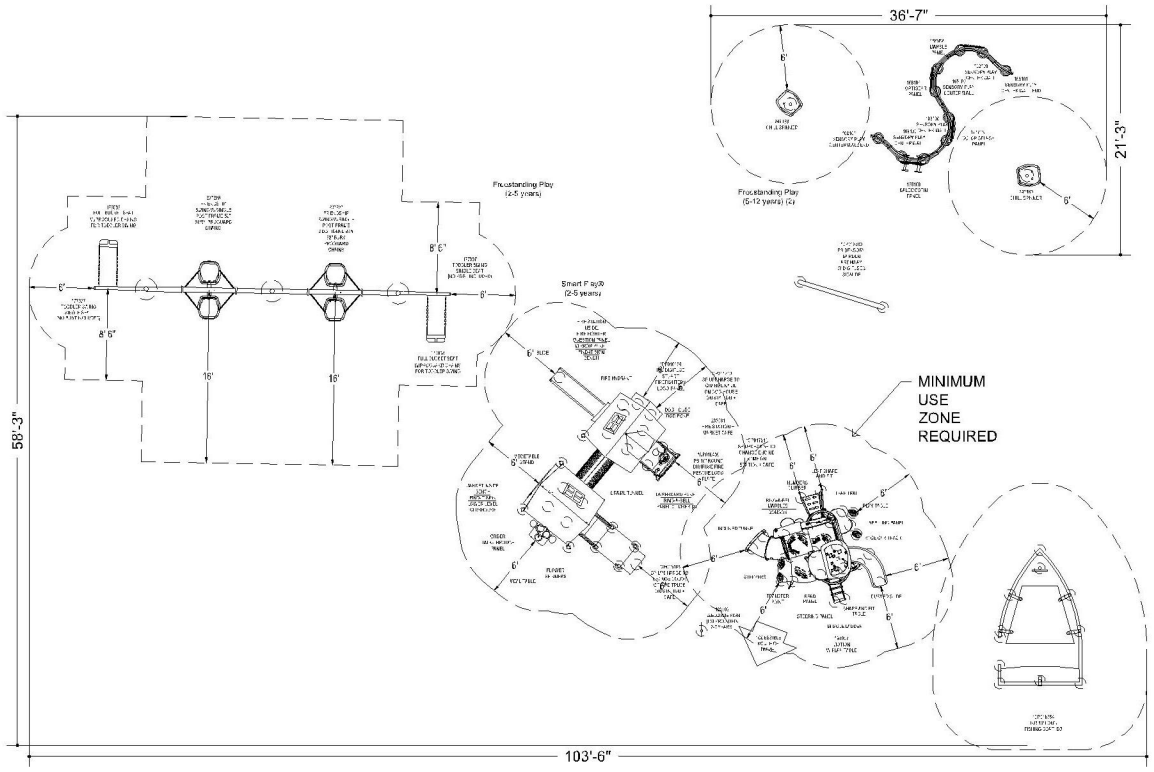
Kiwanis Park of Stuart

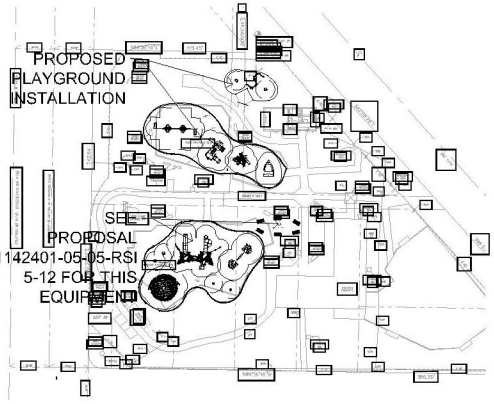
1142401-05-05-012 • 06.04.2020

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2-5 AREA
FARMER'S MARKET
FIRE STATION NO. 1
ENGINE 601





SITE LOCATION MAP NOT TO SCALE

**SEE SHEET P-2 FOR SITE LOCATION MAP ENLARGEMENT*
**SEE SHEET P-3 FOR SURFACING DETAILS AND INFORMATION*

TOTAL PLAY COMPONENTS: 2-5 AGE AREA - 37, DOES NOT MEET ADA
5-12 AGE AREA - 6

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED

2-5 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS 20			
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	10
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	15	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	17	REQUIRED	7
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	11	REQUIRED	11

5-12 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS 0			
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

Playground equipment meets the requirements of FBC Accessibility Code, Table 240.2.1.2

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

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SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS. UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:

#	Revision	Date

Date: 6/26/2020
Project: 17094
Drawing: 1142401-05-05-RSI 2-5
Sheet: P-1
Play Equipment Plan

182503
WELCOME SIGN
(LSI PROVIDED)
2-5 YEARS

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

NOT FOR CONSTRUCTION
06/2020 CCM

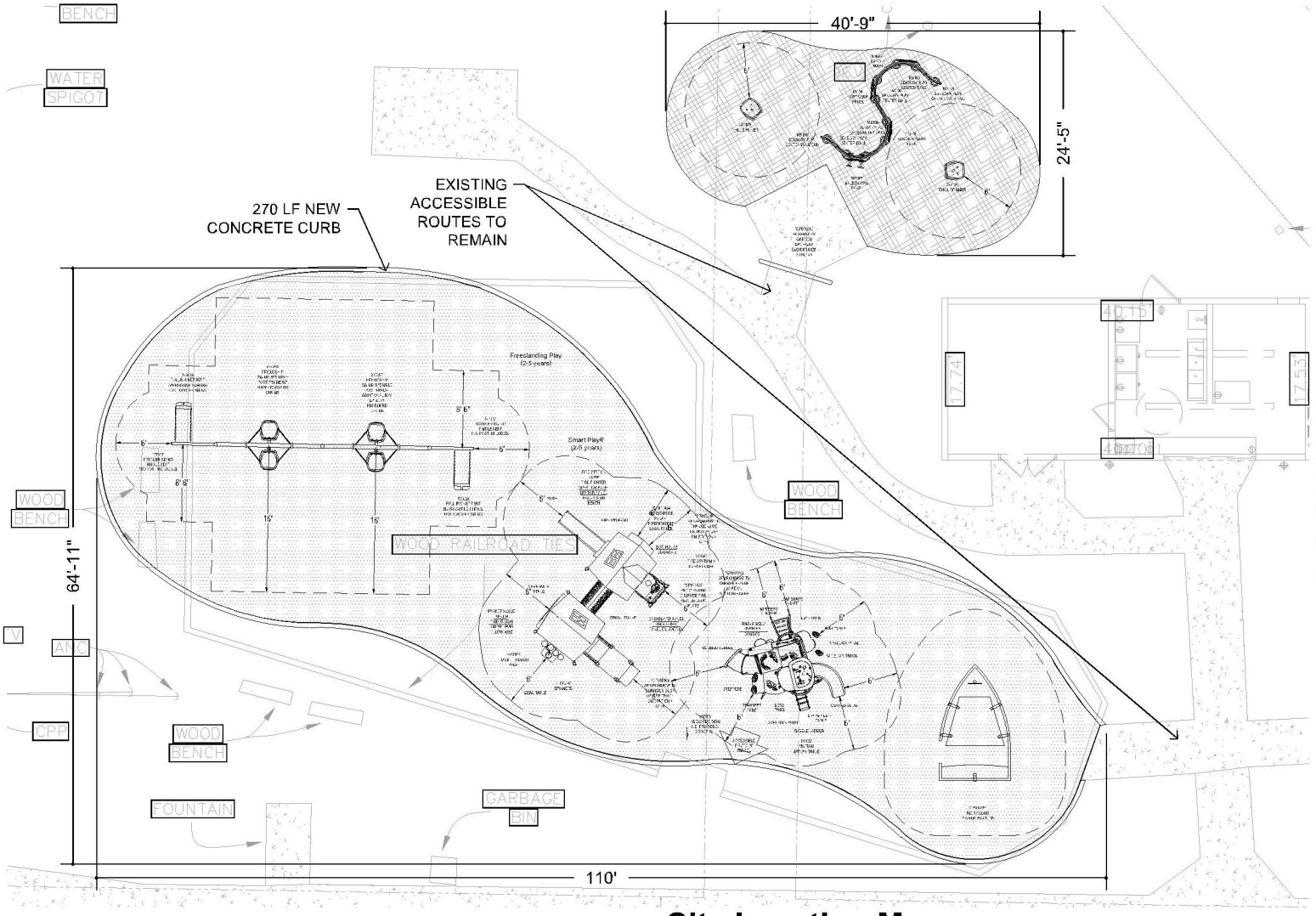
SCALE: 1" = 10'
0 5 10 20

Play Equipment Plan 2-5 Area and 5-12 Sensory Area

Kiwanis Club of Stuart

Stuart, FL

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
landscape structures



***SITE PLAN/SURVEY INFORMATION SHOWN FOR REFERENCE ONLY. NOT PART OF THIS SCOPE.**

GENERAL NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:		
#	Revision	Date

Date:	6/26/2020
Project:	17094
Drawing:	1142401-05-05-RSI 2-5
Sheet:	P-2
	Site Location Map

NOT FOR CONSTRUCTION

SCALE: 1" = 10'

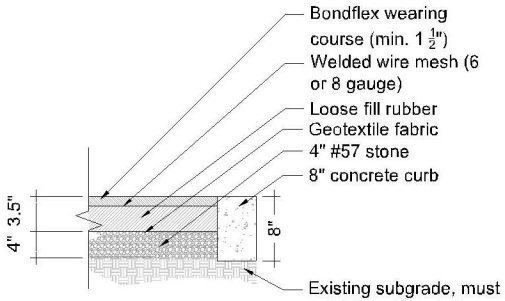
0 5 10 20

Site Location Map

Kiwanis Club of Stuart

Stuart, FL

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BondFlex Surfacing at Concrete Curb

SURFACING - SENSORY AREA

- 690 SF
- 12" ENGINEERED WOOD FIBER
- 2' MAXIMUM FALL HEIGHT
- NO BORDERS AT EWF

SURFACING - 2-5 AREA

- 3445 SF
- BONDFLEX
- 8' MAXIMUM FALL HEIGHT
- #57 STONE SUB-BASE
- 270 LF NEW CONCRETE CURB

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

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Revisions:		
#	Revision	Date
Date:	6/26/2020	
Project:	17094	
Drawing:	1142401-05-05-RSI 2-5	
Sheet:	P-3 Details	

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06242020 CCM
NOT TO SCALE

Details
Kiwanis Club of Stuart
Stuart, FL

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SENSORY



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Development Skills for Product Elements

Playgrounds play an important role in the development of kids of all abilities.
They provide multisensory experiences that help to build the brain more quickly.

SENSORY

- Visual: Element that engages/enhances visual skills
- Auditory: Element that engages/enhances auditory skills
- Proprioception: Element that engages/enhances muscle skills--this is further defined by the motor skill category
- Tactile: Element that engages touch
- Vestibular: Element that engages body movement
- Vestibular+: Element that includes additional movement in unexpected ways

MOTOR SKILLS

- Fine Motor: Element that engages the hands and fingers
- Agility: Element design challenges the user to change body position in space to succeed
- Balance: Element challenges the user to stay upright and/or keep from falling off equipment to succeed
- Cardiovascular: Element causes an obvious increase of heart rate during play
- Coordination: Element challenges the user to use a combination of muscles to succeed
- Eye-hand coordination: Element specifically encourages the user to look at hand placement to succeed
- Endurance: Element involves distance and/or long duration of muscle work for a longer than typical time period to succeed
- Motor Planning: Element challenges the user to move through a series of motor skills to succeed

COGNITIVE SKILLS

- Literacy and Language: Element encourages early childhood language and brain development
- Problem Solving: Element encourages user to find solutions to successfully engage in play
- Strategic Planning: Element encourages users to develop plans to successfully engage in play

STRENGTH

- Upper Body Strength: Element challenges the user to increase arm and shoulder muscle abilities while playing
- Lower Body Strength: Element challenges the user to increase leg and hip muscle abilities while playing
- Core Body Strength: Element challenges the user to increase trunk muscle abilities while playing

SOCIAL/EMOTIONAL SKILLS

- Social Skill Development: Element encourages users to use verbal and non-verbal methods of sharing thoughts and ideas during play
- Imaginative Play: Element encourages users to invent scenarios from their imagination that enable them to build life skills
- Cooperation: Element encourages users to work together to succeed in a play activity

PLAY IS EVERYTHING!

landscape structures

Thank You

PAUL BRAVO

561.448.0369

paul@repservices.com



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

www.repservices.com

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

Please mail POs, contracts and checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Kiwanis Club of Stuart 900 East Ocean Blvd C-120 Stuart, FL 34994 **Attn:** Cher Fisher	**Ship To:** Kiwanis Club of Stuart 451 S Colorado Avenue Stuart, FL 34994 **Attn:**	**Bill To:** Kiwanis Club of Stuart 900 East Ocean Blvd C-120 Stuart, FL 34994 **Attn:** Cher Fisher

Project No: 17094
Proposal No: 17094.04
Proposal Date: 7/8/2020
Project Name: Kiwanis Club of Stuart
Proposal Name: Kiwanis Club of Stuart - 1142401-5-5-
Proposal Expires: 4/26/2020
Project Contact: Cher Fisher
Project Location: 451 S Colorado Avenue
Stuart, FL 34994
Project County: Martin

For Questions Contact: Tricia Thomas ☎ 407-853-3559 ✉ tricia@repservices.com
Sales Consultant: Paul Bravo ☎ 561-448-0369 ✉ paul@repservices.com **Opt/Rev:** B/2 **Printed:** 7/8/20 - TT

Vendor: Landscape Structures **Proj Drawings:** 1142401-5-5 574052

Class	Part No	Qty	Description	Unit Price	Ext Price
Benches					
Benches	IP186588B-001	6 EA	Kaleidoscope Bench|w/Back w/o Handles DB	1,180.00	7,080.00
				Benches Total:	$7,080.00
Freestanding					
Climbers	IP168365A-001	1 EA	AdventureScapes Design 2 DB Only	28,580.00	28,580.00
Motion & More Fun	IP247179A-001	2 EA	Curva Spinner DB Only	1,740.00	3,480.00
	IP247189A-001	2 EA	Chill Spinner DB	1,900.00	3,800.00
Signs	IP182503C-001	1 EA	Welcome Sign (LSI Provided)|Ages 5-12 years Direct Bury	0.00	0.00
Structures	IP241397A-001	1 EA	Alpha Link Towers TT	98,050.00	98,050.00
	IP248479A-001	1 EA	Crab Trap DB Only	65,150.00	65,150.00
				Freestanding Total:	$199,060.00
				Product Subtotal:	$206,140.00
				Signed & Sealed Engineering:	$3,300.00
				Florida Sales Tax: 6.00%	$12,566.40
				Local Option Tax for Martin County: 0.50%	$25.00
			Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 20,652 lbs Freight Charge:		$13,000.00
				Landscape Structures Total:	$235,031.40

Vendor: Vitriturf **Proj Drawings:** 1142401-5-5 574245

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	KIWANIS-BF-12	4,475 EA	BondFlex Safety Surfacing. 12' Fall Height. 5.5" Thick. 50% Black/50% Standard Color.	16.67	74,598.25
			Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:		Included
				Vitriturf Total:	$74,598.25

Vendor: RSI Installer 574275

Item	Qty	Description	Unit Price	Ext Price
INS-LSI	1 LT	Installation - Landscape Structures Design & Drawing #1142401-5-5 Phase 1 5-12.	60,240.00	60,240.00
OTHER	1 EA	Provide and install Sensory Garden mulch.	3,260.00	3,260.00
SITE WORK	1 SF	4,475 SF of Site Work. Sand removal from 2-5 & 5-12 area.	7,360.00	7,360.00
INS-CON CURB	1 LT	Installation of 275 LF concrete curbing.	7,960.00	7,960.00
INS-SURFACING SUBBASE	1 SF	Install 4,475 SF of #57 stone subbase for surfacing.	11,776.00	11,776.00
DEMO	1 LT	Demolition of existing playground & site amenities.	3,815.00	3,815.00
PERMIT FILING	1 EA	Labor charge for Licensed Contractor to file for building permit from the appropriate jurisdiction. NOTE: Permit Fees charged by the jurisdiction will be prepaid and invoiced separately and may require a change order to your Purchase Order or Contract.	800.00	800.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	855.00	855.00
STORAGE	1 EA	Storage Container during installation.	725.00	725.00

		RSI Installer Total:		$96,791.00
Vendor: Waste Management Inc. of Florida				574276
Item	**Qty**	**Description**	**Unit Price**	**Ext Price**
DUMPSTER - 20	1 EA	Dumpster 22' Long x 8' wide x 4.5' high, 6 ton limit	800.00	800.00
		Waste Management Inc. of Florida Total:		$800.00

General Terms of Sale and Proposal Summary

100% of product prior to fabrication

Product:	$284,038.25
Installation:	$97,591.00
Grand Total Tax:	$12,591.40
Freight:	$13,000.00
Proposal Total:	$407,220.65

Notes

Basis of Proposal
Our proposal is based upon your email request.

Estimated project completion schedule
Your order will take approximately 10 weeks from receipt to completion of installation.
This includes a 4 week allowance for permitting which may take longer.
RSI will respond in a timely fashion after receipt of order/contract/letter of intent/notice to proceed.

To be provided by the customer, as applicable:
- Permit Filing and Permit Fees assessed by the Building Dept.
- Site Plan or Survey
- Soils testing
- Tree Survey

Scope of Proposal
Please note the vendor requirements itemized below.

Landscape Structures:
When placing an order, please select colors from those shown on pages 262-269 of the catalog.

Vitriturf Poured in Place Surfacing:
This quotation is for material, freight and installation.
Owner or Owner's contractor is responsible for:
- All site work, site preparation and base preparation.
- Accuracy of project dimensions and product quantities prior to ordering.
- Please specify color when ordering.

Security of the site during cure time (typically 48 hours).

Installation:
Unless otherwise noted, the following items are to be ***PROVIDED BY CUSTOMER*** prior to installation:
- ALL Site work completed - excavation, removal and grading to proper level prior to installer arrival.
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Storage.
- Trash Dumpster to accommodate construction waste.
- Permitting
- Does not include soil density or concrete testing
- Access for machines and labor crew to equipment installation location.

Storage or Staging area.

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

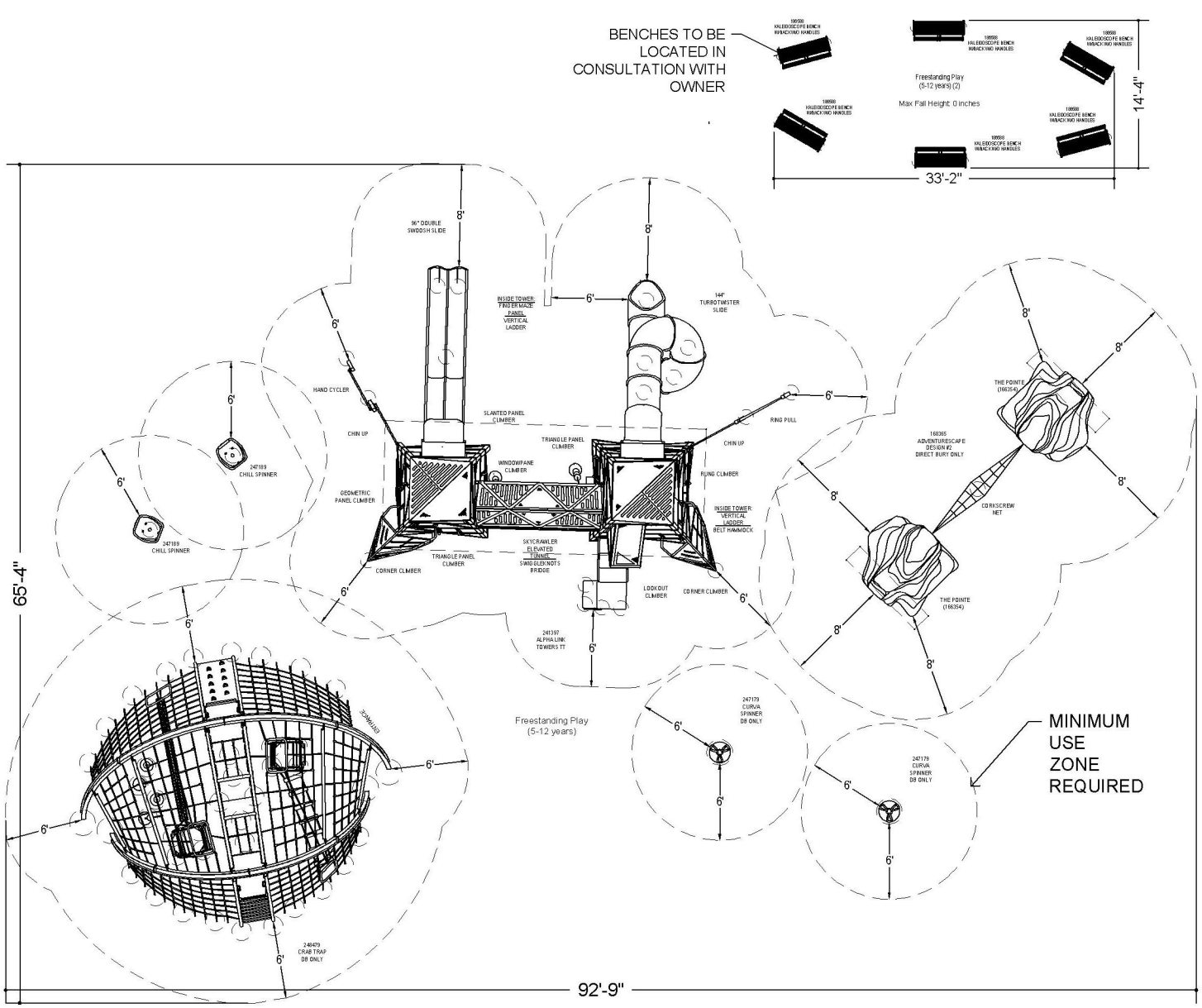
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

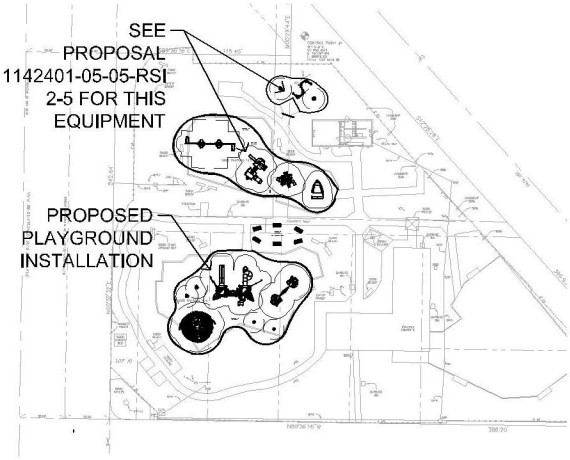
The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Kiwanis Club of Stuart			
Company Name	Authorized By	Printed Name	Date

As Its: _____ (Title)





SITE LOCATION MAP

NOT TO SCALE

*SEE SHEET P-2 FOR SITE LOCATION MAP ENLARGEMENT
*SEE SHEET P-3 FOR SURFACING DETAILS AND INFORMATION

182503
WELCOME SIGN
(LSI PROVIDED)
5-12 YEARS

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

TOTAL PLAY COMPONENTS: 29

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED

5-12 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS	16		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	8
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	8

PLAYGROUND EQUIPMENT MEETS THE REQUIREMENTS OF FBC ACCESSIBILITY CODE, TABLE 240.2.1.2

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

Δ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:		
#	Revision	Date

Date: 6/25/2020
Project: 17094
Drawing: 1142401-05-05-RSI 5-12
Sheet: P-1
Play Equipment Plan

NOT FOR CONSTRUCTION

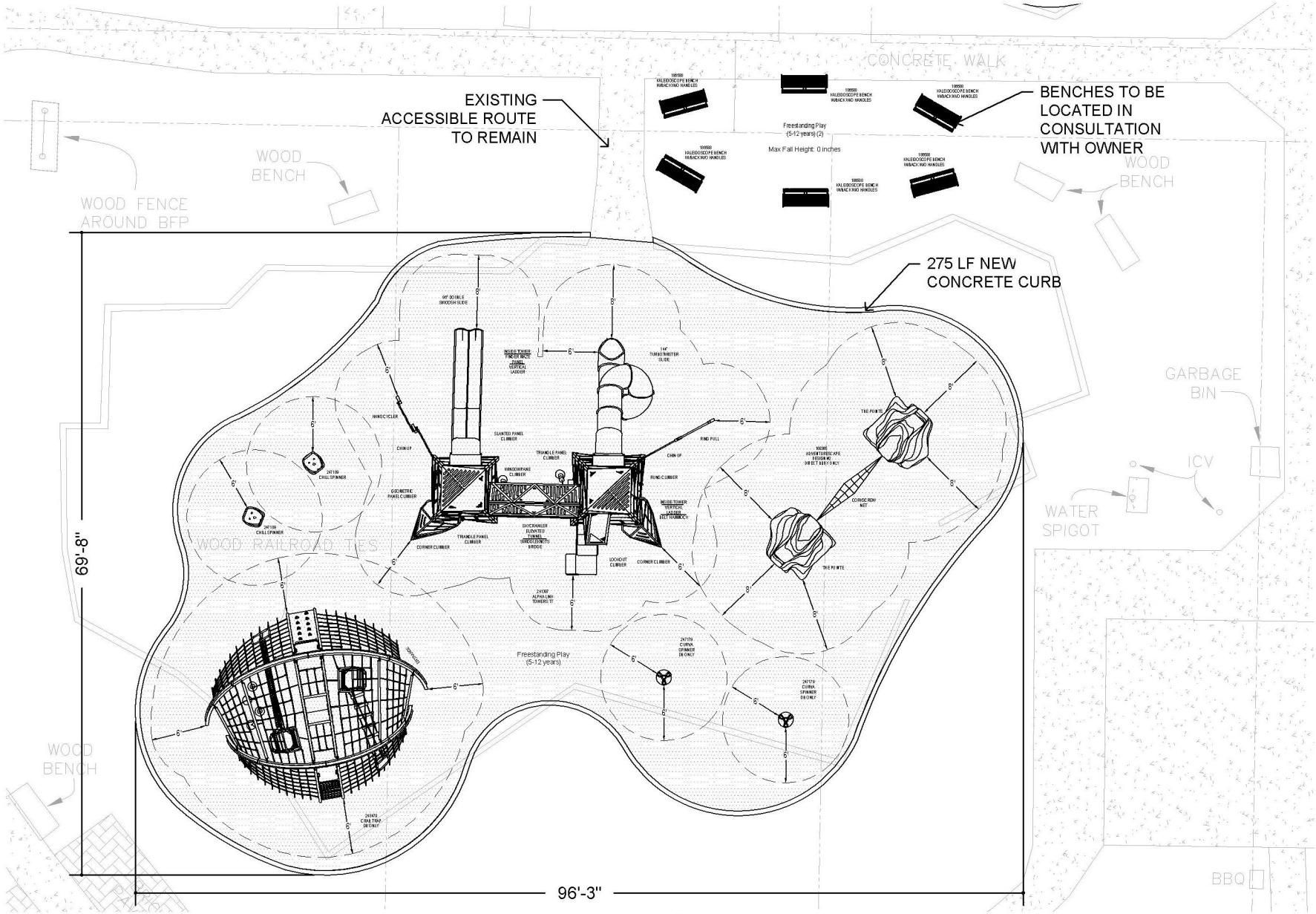
SCALE: 1/8" = 1'
08242020 CCM
0 4 8 16

Play Equipment Plan 5-12 Area

Kiwanis Club of Stuart

Stuart, FL

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
landscape structures



***SITE PLAN/SURVEY INFORMATION SHOWN FOR REFERENCE ONLY. NOT PART OF THIS SCOPE.**

GENERAL NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
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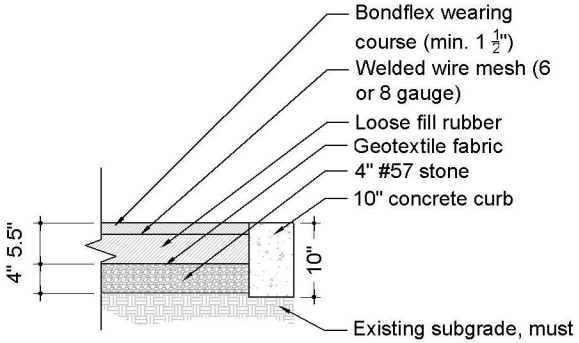
Date:	6/25/2020
Project:	17094
Drawing:	1142401-05-05-RSI 5-12
Sheet:	P-2 Site Location Map

NOT FOR CONSTRUCTION

SCALE: 1" = 10'
08242020 CCM
0 5 10 20

Site Location Map
Kiwanis Club of Stuart
Stuart, FL

REP SERVICES, INC. Experts at Play & Outdoor Spaces



BondFlex Surfacing at Concrete Curb

SURFACING

- 4475 SF
- BONDFLEX
- 12' MAXIMUM FALL HEIGHT
- #57 STONE SUB-BASE
- 275 LF NEW CONCRETE CURB

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

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Revisions:		
#	Revision	Date
Date:	6/25/2020	
Project:	17094	
Drawing:	1142401-05-05-RSI 5-12	
Sheet:	P-3 Details	

NOT FOR CONSTRUCTION

NOT TO SCALE
08242020 CCM

Details

Kiwanis Club of Stuart

Stuart, FL

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Kiwanis Park of Stuart

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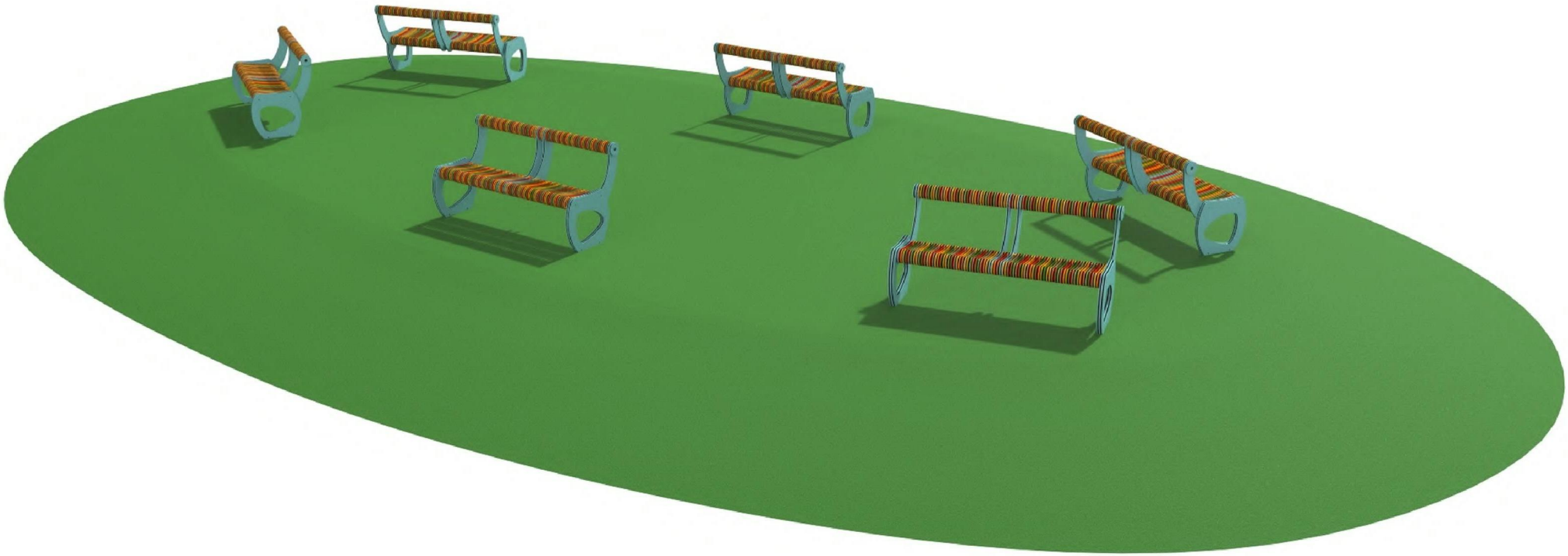
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Kiwanis Park of Stuart

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REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

Please mail POs, contracts and checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Kiwanis Club of Stuart 900 East Ocean Blvd C-120 Stuart, FL 34994	**Ship To:** Kiwanis Club of Stuart 451 S Colorado Avenue Stuart, FL 34994	**Bill To:** Kiwanis Club of Stuart 900 East Ocean Blvd C-120 Stuart, FL 34994
Attn: Cher Fisher	**Attn:**	**Attn:** Cher Fisher

Project No: 17094
Proposal No: 17094.05
Proposal Date: 7/8/2020
Project Name: Kiwanis Club of Stuart
Proposal Name: Kiwanis Club of Stuart - 1142401-5-5-
Proposal Expires: 4/26/2020
Project Contact: Cher Fisher
Project Location: 451 S Colorado Avenue
Stuart, FL 34994
Project County: Martin

For Questions Contact: Tricia Thomas ☎ 407-853-3559 ✉ tricia@repservices.com
Sales Consultant: Paul Bravo ☎ 561-448-0369 ✉ paul@repservices.com **Opt/Rev:** C/2 **Printed:** 7/8/20 - TT

Vendor: Landscape Structures **Proj Drawings:** 1142401-5-5 574053

Class	Part No	Qty	Description	Unit Price	Ext Price
Playbooster 5-12					
Custom	CP016380	1 EA	SENSORY GARDEN ARCHWAY W/DIGIFUSE SIGN DB|Artwork by LSI	4,155.00	4,155.00
Motion & More Fun	IP247189A-001	2 EA	Chill Spinner DB	1,900.00	3,800.00
Sensory Play	IP168100A-001	4 EA	Sensory Play Center Wall DB	1,245.00	4,980.00
	IP168101A-001	2 EA	Sensory Play Center Wall End DB	830.00	1,660.00
	IP168104A-001	1 EA	Optigear Panel	2,820.00	2,820.00
	IP168108A-001	1 EA	Kaleidospin Panel	2,820.00	2,820.00
	IP168661A-001	5 EA	Sensory Play Station Plate	0.00	0.00
	IP168662A-001	1 EA	Marble Panel	1,695.00	1,695.00
	IP177715A-001	1 EA	Color Splash Panel	2,145.00	2,145.00
				Playbooster 5-12 Total:	$24,075.00
Playbooster-Smart Play 2-5					
Custom	CP015168	1 EA	UPCHARGE TO CHANGE COLOR OF FIRE TRUCK ON STATION + CAFÉ. No configurable Colors.	500.00	500.00
	CP016354	1 EA	13' LONG FISHING BOAT DB|Seat in the back of boat. Telescope. Ship wheel. Tall perf panels w/ upper bubbles, bongos and rain-sound panel. No-Climb Mesh Roof. , artwork by LSI.	19,885.00	19,885.00
	CP016409	1 EA	10" ROUND DIGIFUSE FIRE RESCUE LOGO PLATE|Includes hardware to mount to permalene Fire Truck panel. Field drilling of panel required. Artwork by Others	640.00	640.00
	CP016454	1 EA	DIGIFUSE STUART FIREFIGHTERS LOGO PANEL|Includes new mounting hardware	450.00	450.00
	CP017210	1 EA	UPCHARGE TO CHANGE NAME ON DOG HOUSE ON STATION + CAFÉ. No configurable Colors.	500.00	500.00
	CP017211	1 EA	UPCHARGE TO CHANGE ENGINE NAME ON STATION + CAFÉ. No configurable colors.	500.00	500.00
Ages 2-5 Yrs	SP197057C-001	1 EA	Motion w/Play Table DB	15,915.00	15,915.00
	SP233081A-001	1 EA	Fire Station + Market Cafe DB	30,435.00	30,435.00
Signs	IP182503A-001	1 EA	Welcome Sign (LSI Provided)|Ages 2-5 years Direct Bury	0.00	0.00
Swings	IP176038G-001	2 EA	Full Bucket Seat|ProGuard Chains for Toddler Swing	320.00	640.00
	IP177337A-001	2 EA	Toddler Swing Add-On Beam	465.00	930.00
	IP237296A-001	1 EA	Friendship Swing w/Single Post Frame|52" Bury ProGuard Chains	3,015.00	3,015.00
	IP237297A-001	1 EA	Friendship Swing w/Single Post Frame Additional Bay|52" Bury ProGuard Chains	2,615.00	2,615.00
				Playbooster-Smart Play 2-5 Total:	$76,025.00

Product Subtotal:		$100,100.00
Signed & Sealed Engineering:		$3,300.00
Florida Sales Tax:	6.00%	$6,204.00
Local Option Tax for Martin County:	0.50%	$25.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 8,254 lbs Freight Charge:		$26,000.00
Landscape Structures Total:		$135,629.00

Vendor: Vitriturf **Proj Drawings:** 1142401-5-5-Phase 2 574246

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	KIWANIS-BF-8	3,445 EA	BondFlex Safety Surfacing. 8' Fall Height. 3.5" Thick. 50% Black/50% Standard Color.	15.13	52,122.85
			Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:		Included
			Vitriturf Total:		$52,122.85

Vendor: RSI Installer 574277

Item	Qty	Description	Unit Price	Ext Price
INS-LSI	1 LT	Installation - Landscape Structures Design & Drawing #1142401-5-5-Phase 2 2-5.	32,435.00	32,435.00
DEMO	1 LT	Demolition & removal of existing playground.	3,815.00	3,815.00
SITE WORK	1 SF	3,445 SF of Site Work.	5,665.00	5,665.00
INS-CON CURB	1 LF	Installation of concrete curbing	7,815.00	7,815.00
INS-SURFACING SUBBASE	1 SF	Install 3,445 Sf subbase for surfacing.	9,065.00	9,065.00
OTHER	1 EA	Provide and install (35) Cubic yards of engineered wood fiber.	700.00	700.00
PERMIT FILING	1 EA	Charge for document preparation for building permit. NOTE: Permit Fees charged by the building department will be prepaid and invoiced separately and will require a change order to your Purchase Order or Contract.	800.00	800.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	855.00	855.00
STORAGE	1 EA	Storage Container during installation.	724.00	724.00
		RSI Installer Total:		$61,874.00

Vendor: Waste Management Inc. of Florida 574278

Item	Qty	Description	Unit Price	Ext Price
DUMPSTER - 20	1 EA	Dumpster 22' Long x 8' wide x 4.5' high, 6 ton limit	800.00	800.00
		Waste Management Inc. of Florida Total:		$800.00

General Terms of Sale and Proposal Summary

100% of product prior to fabrication

Product:	$155,522.85
Installation:	$62,674.00
Grand Total Tax:	$6,229.00
Freight:	$26,000.00
Proposal Total:	$250,425.85

Notes

Basis of Proposal
Our proposal is based upon your email request.

Estimated project completion schedule
Your order will take approximately 10 weeks from receipt to completion of installation.
This includes a 4 week allowance for permitting which may take longer.
RSI will respond in a timely fashion after receipt of order/contract/letter of intent/notice to proceed.

To be provided by the customer, as applicable:
- Permit Filing and Permit Fees assessed by the Building Dept.
- Site Plan or Survey
- Soils testing
- Tree Survey

Scope of Proposal
Please note the vendor requirements itemized below.

Landscape Structures:
When placing an order, please select colors from those shown on pages 262-269 of the catalog.

Vitriturf Poured in Place Surfacing:
This quotation is for material, freight and installation.

Owner or Owner's contractor is responsible for:
- Accuracy of project dimensions and product quantities prior to ordering. Please specify product depth and color when ordering.
- Security of the site during cure time (typically 48 hours).

Installation:
Unless otherwise noted, the following items are to be ***PROVIDED BY CUSTOMER*** prior to installation:

- ALL Site work completed - excavation, removal and grading to proper level prior to installer arrival.
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Storage.
- Does not include soil density or concrete testing
- Access for machines and labor crew to equipment installation location.
- Storage or Staging area.

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

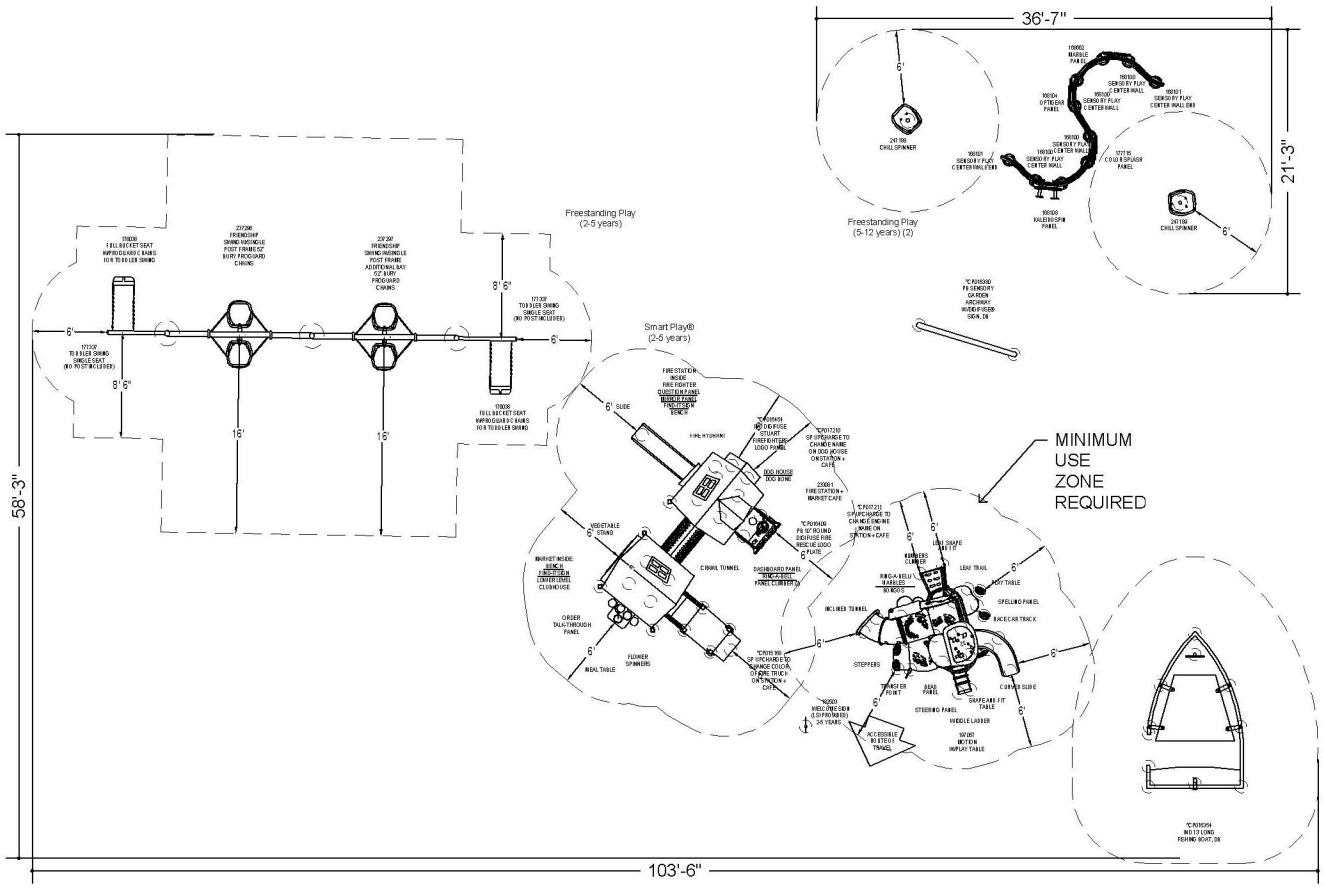
The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

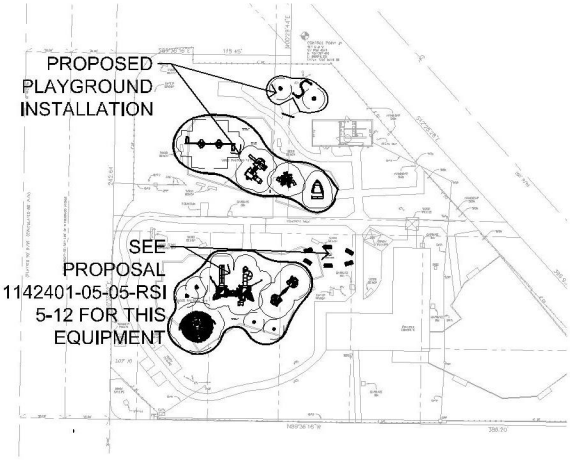
Accepted By:

Kiwanis Club of Stuart

Company Name	Authorized By	Printed Name	Date

As Its: _____ (Title)





SITE LOCATION MAP

NOT TO SCALE

*SEE SHEET P-2 FOR SITE LOCATION MAP ENLARGEMENT
*SEE SHEET P-3 FOR SURFACING DETAILS AND INFORMATION

TOTAL PLAY COMPONENTS: 2-5 AGE AREA - 37, DOES NOT MEET ADA
5-12 AGE AREA - 6

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED

2-5 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS	20		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	10
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	15	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	17	REQUIRED	7
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	11	REQUIRED	11

5-12 AGE AREA

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

Playground equipment meets the requirements of FBC Accessibility Code, Table 240.2.1.2

Δ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

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SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:
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3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:		
#	Revision	Date
Date:	6/26/2020	
Project:	17094	
Drawing:	1142401-05-05-RSI 2-5	
Sheet:	P-1 Play Equipment Plan	

182503
WELCOME SIGN
(LSI PROVIDED)
2-5 YEARS

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

NOT FOR CONSTRUCTION

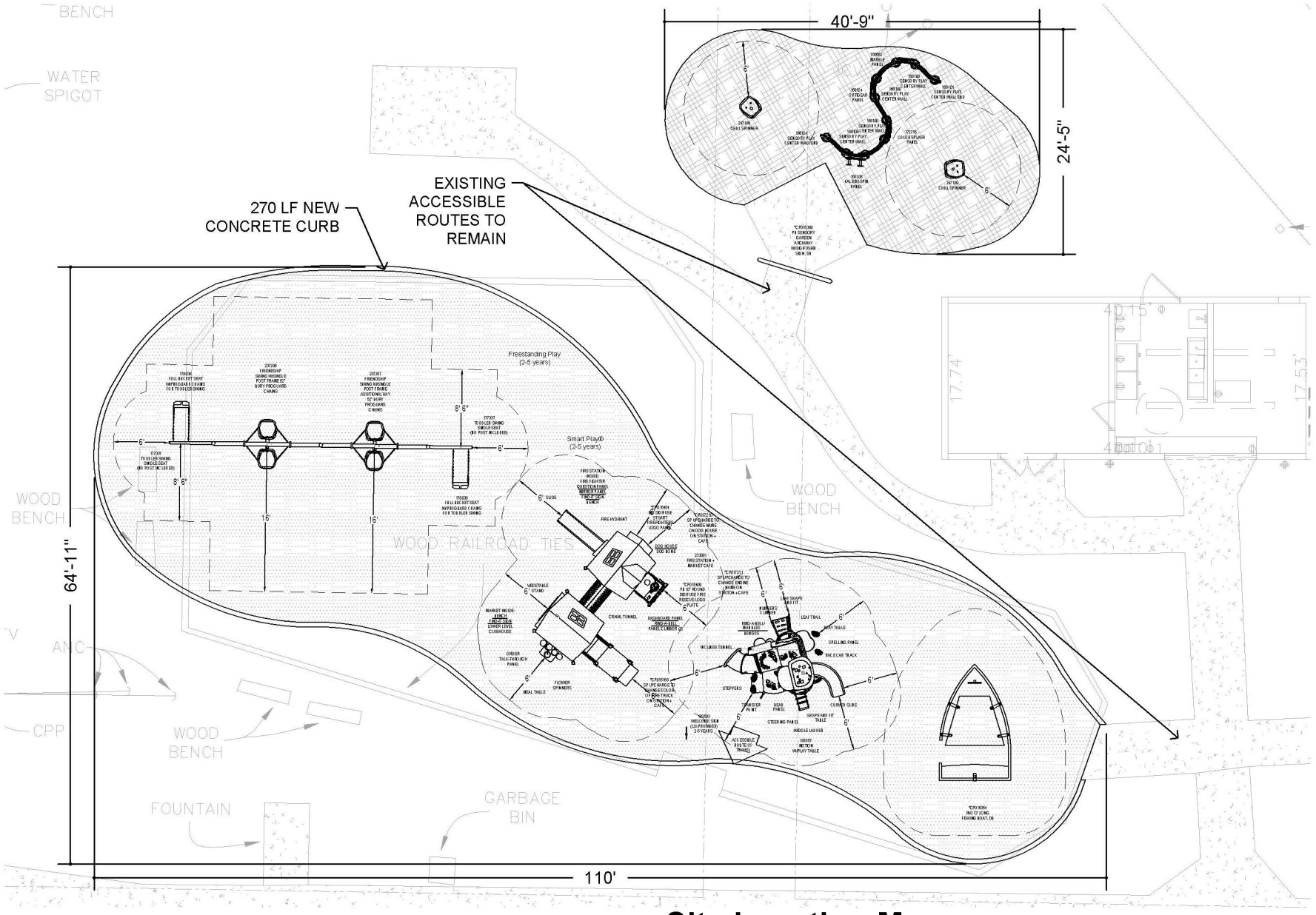
Play Equipment Plan 2-5 Area and 5-12 Sensory Area

Kiwanis Club of Stuart

Stuart, FL

SCALE: 1" = 10'
08242020 CCM
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***SITE PLAN/SURVEY INFORMATION SHOWN FOR REFERENCE ONLY. NOT PART OF THIS SCOPE.**

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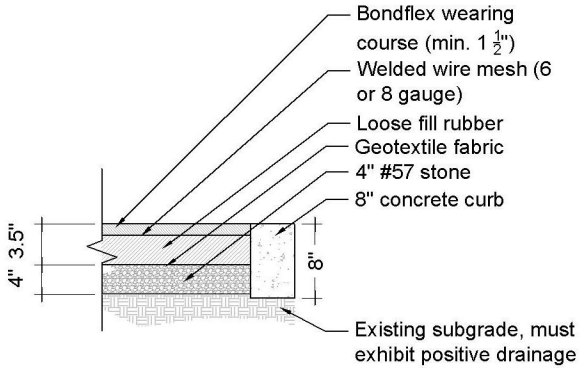
Date:	6/26/2020
Project:	17094
Drawing:	1142401-05-05-RSI 2-5
Sheet:	P-2
	Site Location Map

NOT FOR CONSTRUCTION

SCALE: 1" = 10'
0 5 10 20
08242020 CCM

Site Location Map
Kiwanis Club of Stuart
Stuart, FL

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BondFlex Surfacing at Concrete Curb

SURFACING - SENSORY AREA

- 690 SF
- 12" ENGINEERED WOOD FIBER
- 2' MAXIMUM FALL HEIGHT
- NO BORDERS AT EWF

SURFACING - 2-5 AREA

- 3445 SF
- BONDFLEX
- 8' MAXIMUM FALL HEIGHT
- #57 STONE SUB-BASE
- 270 LF NEW CONCRETE CURB

Δ WARNING
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Revisions:		
#	Revision	Date

Date:	6/26/2020
Project:	17094
Drawing:	1142401-05-05-RSI 2-5
Sheet:	P-3 Details

NOT FOR CONSTRUCTION

NOT TO SCALE
08242020 CCM

Details

Kiwanis Club of Stuart

Stuart, FL

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Kiwanis Park of Stuart

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08242020 CCM

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 08/10/2020 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	8/10/2020 CCM Minutes	8/17/2020	Attachment

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

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke (Late, 5:35 PM)
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner – VACANT

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

5:30 PM ROLL CALL

City Manager Dyess informed the Mayor the Hybrid statement no longer had to be read if there were no Board Members attending by Zoom.

Roll Call
Present: Mayor Meier, Commissioner Bruner, Commissioner Matheson
Late: Vice Mayor Clarke

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - DANFORTH / CLEVELAND VIDEO

Alice Luckhardt attending via Zoom, provided a historical video about former President Grover Cleveland and his visits to Stuart and how the City became known as the fishing grounds for presidents.

PROCLAMATIONS

5:39 PM 2. FLORIDA WATER PROFESSIONALS MONTH - AUGUST 2020

Recipients of the Proclamation representing Water and Water Reclamation Operators were Philip Donovan of the FWPCOA, and Mike Woodside, Mike Goldberg, Paul Hitchcock of the City of Stuart.

PRESENTATIONS

3.CARES ACT PRESENTATION

Carol Houwaart-Diez from United Way of Martin County presented an overview of the Cares Act Funding. She mentioned $1.75 Million Dollars would go toward rent, mortgage and utility assistance as well as $3.2 Million for food applications. The funds will expire December 30, 2020. She noted the United Way was working closely with the Salvation Army and House of Hope with hopes of partnering with the City.

Dan Hudson provided information on the Cares Act for Business Funding Program stated they are open from 9 a.m. to 5 p.m. at the Palm City Library and businesses may qualify for reimbursement grants up to $20K, aimed at for-profit organizations and listed the requirements as being an ongoing viable business. There is $5.6M available; eligibility requirements apply and the following types of expenses that can be reimbursed are wages, inventory, rents/mortgages, utilities, and other COVID-19 related expenses. Applicants may visit the website or call.

4. LAKE OKEECHOBEE SYSTEM OPERATING MANUAL (LOSOM) UPDATE:

Ben Hogarth, Community Affairs Liaison, provided an update on the LOSOM process. He mentioned since the last update a savings clause letter was sent to the SFWMD and it had a positive reception. He briefed the Commission on the benefits of bill being passed. He also provided an overview on the Army Core Deviation plan and the benefits and evaluations.

6:06 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Matheson

- **Discharges and the closed structures for safety during the storm to prevent flooding. Thanked all the City employees for their extra effort.**
- **Interested in staff doing some research and come back to Commission to upgrading our HVAC filtration system as it pertains to COVID-19. He was concerned about employees breathing recirculated air.**

6.08 PM MOTION: To bring back a report on UV Sterilization and Filtration system as it pertains to City owned buildings.
MOVED BY: Commissioner Matheson
SECONDED BY: Commissioner Bruner
Motion passed unanimously.

- **Cares Act Funding, Matheson would like to do everything possible to get the information to City residents (Website, flyers at 10th Street Community Center, all businesses). Reminder to be kind to one another.**

Commissioner Bruner

- **No Comment**

Vice Mayor Clarke

- **Asking to revisit the code for lot splits in certain neighborhoods. Requesting an informal survey to see if there is an area that maybe interested. She provided a brief explanation of how important this is for the community.**
- **Requested for the City Manager's office to put out information about investments in the East Stuart area.**
- **Indian River Lagoon mitigation funding mechanism with the County, asked City Manager Dyess if anything was ever established with the County. (City Manager replied the City never applied.)**
- **Asked if a summary plan from the CRA could be done to see what economic efforts had been done for the East Stuart area regarding business. She included in the request any housing assistance plan or implemented plans in Stuart and East Stuart over the years.**

Mayor Meier

- **Requested to amend the agenda to add the topic of masks to Discussion & Deliberation. He briefly spoke on the ordinance elapsed as of Saturday and the good work masks have done and the was interested in continuing the order.**

6:19 PM MOTION: To amend the agenda and add the topic of masks to Discussion & Deliberation.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

COMMENTS BY CITY MANAGER

- **Announced that it is election season and as City Commissioners are in active campaigns for re-election, reminded all that there would be no politicking.**
- **Provided instructions to Zoom attendees.**
- **Responded to Vice Mayors questions on East Stuart and a brief discussion took place. The discussion included agenda format to reduce meeting times and recommendations from the Charter Review Committee.**

APPROVAL OF AGENDA

6:27 PM MOTION: Approval of the agenda with a Discussion and Deliberation item on Masks.
AMENDED MOTION: Removing Item No. 7 from Consent Calendar.
MOVED BY: Commissioner Matheson
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

No Comments in person or online.

CONSENT CALENDAR

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

6. TYLER TECHNOLOGIES ILA STUART MARTIN SHERIFFS OFFICE:

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

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

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

END OF CONSENT CALENDAR

6:28 PM MOTION: Consent Calendar Approval pulling Item No. 7.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC

1) **Helen McBride - Flamingo Ave; commented on the three missing bike racks at Flagler Park. Director of Public Works, Dave Peters informed the Commission the racks were knocked over and will be replaced.**

2) **Marcela Camblor – via Zoom; Kiplinger surprised the residents with a 7-acre parcel at Indian Street and Kanner Hwy. across from the Kiplinger Nature Preserve.**

COMMISSION ACTION

6:35 PM 7. HOUSE OF HOPE LICENSE AGREEMENT RENEWAL:
RESOLUTION No. 99-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE AGREEMENT RENEWAL NO. 1 BETWEEN THE CITY OF STUART AND HOUSE OF HOPE FOR THE OPERATION OF A COMMUNITY GARDEN ON CITY OWNED PROPERTY AT 520 SE FLORIDA STREET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vice Mayor Clarke pulled the item to draw attention to the work that the House of Hope does and how important it is. She wanted to commend all who participate and benefit from House of Hope.

6.36 PM MOTION: Approval for Resolution 99-2020.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

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

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

Pinal Gandhi-Savdas, CRA Administrator, provided an overview of the CDBG Grant for $750,000.

Jim Corvette, Grant Consultant provided a presentation on the grant process, project budget and timeline.

6:47 PM MOTION: Motion to approve 95-2020.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

ORDINANCE FIRST READING

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

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

Kevin Freeman, Development Director provided a presentation on the PUD Amenity Criteria.

A brief discussion took place on the topics of the criteria, point system and point allocation distribution.

Commissioner Matheson shared his recommendations for additions to the program. He suggested adding language to add the bus facility item like the tree fund.
He offered suggestions, increased storm water retention above what the district would require and increased water quality improvement projects.

Public Comment:

1) **Troy McDonald - commented on his concerns about the point system but applauded having criteria.**

2) **Tom Campenni - St Lucie Crescent; commented on his concerns about the scoring system, he supported adopting the criteria without a scoring system.**

7:14 PM MOTION: Approve Ordinance No. 2446-2020 with Suggested Edits.
MOVED BY: Commissioner Bruner
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

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

ORDINANCE No. 2448-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS

USES ALLOW ED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL DEVELOPMENT GREATER THAN 5,000 SQUARE FEET AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kevin Freeman, Development Director, provided an overview on criteria, provisions, calculations and standards for electric vehicle charging infrastructure.

Discussion on the cost of the infrastructure on new development, how to run the cables, future use and the rate technology is growing.

7:29 PM MOTION: Approve Ordinance No. 2448-2020.
MOVED BY: Commissioner Matheson
SECONDED BY: Vice Mayor Clarke
Motion passed unanimously.

ORDINANCE SECOND READING

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

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

5 People Sworn; Tom Reetz, Kevin Freeman of the Development Department, Doug Fitzwater of Lucido & Associates, Bill Mathers of Mathers Engineering, Juan G. Fernandez of A.H.S Residential, LLC.

Tom Reetz presented on the Harbor Grove Apartments.

Commissioner Matheson noted helping a few more families achieve workforce housing was better for the Stuart residents. His request was to increase units closer to the 7%, 20 units.

Juan G. Fernandez of A.H.S Residential, LLC, informed Commission they were able to increase the units to 20 for the 10 years at 80% AMI.

Bill Mathers provided a brief overview of fire hydrant locations and design. He mentioned the Fire Marshall had reviewed the current fire hydrant design and it had been approved.

7:37 PM MOTION: to Approve Ordinance No. 2436-2020 with added conditions.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Bruner
Motion passed unanimously.

12. ESTABLISHMENT OF REGULATIONS FOR MOORE'S CEMETERY:

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

7:38 MOTION: To continue the Establishment of Regulations for Moore's Cemetery to be brought on October 12, 2020.
MOVED BY: Vice Mayor Clarke
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

DISCUSSION AND DELIBERATION

Mayor Meier added the topic of masks to the agenda. He provided a brief overview of the County's Mask Ordinance and its expiration. He had concerns of public health and he wanted to move forward with the gains of the mask order. He suggested the City adopt the same order as the County that is tied to the State of Emergency.

Mayor Meier passed the gavel to Vice Mayor Clarke to make a motion.

Commissioner Matheson was reluctant because it is not easy for the residents to distinguish if they are in City limits. He suggested requiring masks in all City buildings.

City Attorney Mike Mortell provided information on the State of Florida, Martin County and the City of Stuart's adopted State of Emergency's related the COVID-19 Pandemic. They all strongly encouraged wearing the masks, but it was not required.

7:44 MOTION: Draft an emergency Ordinance that mirrors the County's for Review of a Mask Order.
MOVED BY: Mayor Meier
SECONDED BY: ----
Motion failed due to lack of a Second.

7:51 ADJOURNMENT

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

Minutes to be approved at the Regular Commission Meeting this 24th day of August, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Alaina Knofla

Title of Item:

CONTRACT RENEWAL OF RFP #2017-173: INDEPENDENT AUDITING SERVICES (RC):

RESOLUTION No. 100-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE FIRST OF FOUR (ONE YEAR) RENEWAL OPTIONS OF RFP NO. 2017-173: INDEPENDENT AUDITING SERVICE TO MSL CPA'S AND ADVISORS OF ORLANDO, FLORIDA; THROUGH SEPTEMBER 24, 2021, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On September 25, 2017 the City of Stuart City Commission awarded RFP No. 2017-173: Independent Auditing Services to the top ranked firm, MSL CPA's and Advisors

This agreement has a renewal provision under the original terms, conditions, prices, and specifications for the first of four (1 year) renewal periods. Contract performance has been satisfactory, and the firm has agreed to the renewal. Staff recommends the renewal period effective September 25,2020 through September 24, 2021.

Funding Source:

1140/531

Recommended Action:

Adopt Resolution No. 100-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R100-2020	8/3/2020	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 100-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE FIRST OF FOUR (ONE YEAR) RENEWAL OPTIONS OF RFP NO. 2017-173: INDEPENDENT AUDITING SERVICES TO MSL CPA'S AND ADVISORS OF ORLANDO, FLORIDA; THROUGH SEPTEMBER 24, 2021, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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, Florida hereby approves the first of four (1 year) renewal periods of RFP# 2017-173: Independent Auditing Services with MSL CPA's and Advisors of Orlando, Florida for the renewal period effective September 25, 2020 through September 24, 2021.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 100-2020

Approve renewal of RFP #2017-173, Independent Auditing 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
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 24th, day of August 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Kev Freeman

Title of Item:

COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (RC):

RESOLUTION No. 102-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ACCEPT AND TO SIGN THE GRANT AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A COMMUNITY PLANNING TECHNICAL GRANT; AND AUTHORIZATION FOR $38,000 TO BE EXPENDED ON A REIMBURSABLE BASIS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Economic Opportunity (FDEO) have awarded a $38,000 Community Planning Technical Assistance (CPTA) grant to the City for the purpose of creating an economic baseline and master-plan for the US-1 corridor south of the Roosevelt Bridge.
The focus of the grant on this section of US-1 is particularly important as it fulfills a number of economic and community planning needs within the City.

1. Main transportation thoroughfare within the CRA.
2. Diverse backbone of economic, employment and business activity.
3. Buffer for the neighborhoods both east and west.

The economic and business functions of this corridor are under threat due to the impact of a changing retail market and COVID-19 constraints on business and community activity. A strategic community master-plan will assist in the continuation of the corridor as a main transportation link while at the same time protecting the local economy and neighborhood buffer function.
The strategy will identify and recommend potential amendments to the community redevelopment area plan and to the land development code as appropriate.
Staff are in discussion with the Treasure Coast Regional Planning Council with respect to the undertaking of this work.

Funding Source:

Reimbursable Grant expenses of $38,000 from Development Department Funding and budgeted in 2020-2021.

Recommended Action:

Recommend that the City Manager be authorized to accept the grant and sign the contract with FDEO.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. RES: 102-2020	8/12/2020	Resolution add to Y drive
🗋	B. DEO Grant Award	8/12/2020	Backup Material
🗋	C. DRAFT Agreement	8/12/2020	Backup Material
🗋	D. Submitted Application	8/12/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 102-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ACCEPT AND TO SIGN THE GRANT AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A COMMUNITY PLANNING TECHNICAL GRANT; AND AUTHORIZATION FOR $38,000 TO BE EXPENDED ON A REIMBURSABLE BASIS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Florida Department of Economic Opportunity (FDEO) has awarded a Community Planning Technical Assistance Grant to the City of Stuart in the sum of $38,000.

WHEREAS, the grant funding will be used to develop community planning and economic development strategies along the US-1 corridor that implement the requirements in the Community Planning Act.

WHEREAS, the grant funding shall be used in respect of community development needs of a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community.

WHEREAS, the City Commission believes it is in the best interest of the City of Stuart to accept the US-1 corridor FDEO Community Planning Technical Assistance Grant.

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

SECTION 1: The City Manager or its designee is hereby authorized to accept and sign the grant agreement with the FDEO for the US-1 corridor Community Planning Technical Assistance Grant.

SECTION 2: Further, the City manager or its designee is authorized to expend $38,000 in reimbursable funds in respect of the US-1 corridor FDEO Community Planning Technical Assistance Grant.

SECTION 3: This resolution shall take effect on adoption.

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

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

ADOPTED this ___day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL MORTELL
CITY ATTORNEY

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

August 10, 2020

David Dyess, City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: FY 2020-2021 Community Planning Technical Assistance Grants

Dear Mr. Dyess:

Thank you for submitting a request to participate in the Florida Department of Economic Opportunity's Community Planning Technical Assistance grant program. The level of interest in the program continues to grow. For the 2020-2021 grant cycle, the department received 83 requests totaling nearly $3.1 million, which made the selection process challenging.

We are pleased to inform you that your grant proposal to develop a Federal Highway Commercial Corridor Economic Baseline Analysis Report and Master Plan was selected to be funded up to **$38,000**. We look forward to working with you to finalize the scope of work and execute the grant agreement. A copy of our grant agreement template is enclosed for you to begin your internal review. Our staff will be in contact soon to finalize the scope of work. Invoices for any work specifically related to the grant project performed on and after July 1, 2020, the beginning of the grant period, will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

If you have any questions, please do not hesitate to contact Kelly Corvin, Regional Planning Administrator, by telephone at 850-717-8503 or by email at Kelly.Corvin@deo.myflorida.com.

Sincerely,

James D. Stansbury for

Mario Rubio, Director
Division of Community Development

MR/ai

cc: Amanda Iscrupe, Agreement Manager, Florida Department of Economic Opportunity

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and _____ ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2020 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2021 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to_____ ***Dollars ($_____)*** in consideration for Grantee's performance

under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO.

Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision,

Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is

excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.

   b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

3. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

5. Grantee shall submit the final invoice for payment to DEO no later than ***60*** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of

$100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other

intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY ***(Not applicable)***

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement

and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida's Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

https://www.e-verify.gov

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the

amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE

PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or

made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Insert Name of Grantee's Agreement Manager
Insert Street Address Here
Insert City, State, Zip
Telephone: ###-###-####
Facsimile: ###-###-####
Insert Email Address

DEO's Agreement Manager:

Amanda Iscrupe
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: amanda.iscrupe@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**INSERT GRANTEE NAME**	
By	_____	**By**	_____
	Signature		Signature
	_____		**Type in Name**
Title	_____	**Title**	**Type in Title**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2276, Chapter 2020-111, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:**

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement unless extended by an amendment to this Agreement signed by both parties.**

   A. Deliverable 1. *[Title]*; Subcontract or Notice.

   Grantee shall:

   Add this paragraph in all deliverables that include proposed plan amendments:
   DEO REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT. No later than 10 business days before the deliverable due date, Grantee shall provide a draft deliverable to DEO for review and comment. The draft shall be submitted to DEO's Agreement Manager. DEO shall provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by DEO in the deliverable submitted to DEO for payment.

   1. 2. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

   B. Deliverable 2. *[Title];* Subcontract or Notice.

   Grantee shall:

   1.

   2. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO notify DEO in writing by email or

other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. *[Title];* Subcontract or Notice.

Grantee shall:

1.

2. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.

4. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	**Minimum Level of Service**	**Payment Amount Not to Exceed**	**Financial Consequences**
Deliverable 1. *[Title]*; Subcontract or Notice Grantee shall ___ and provide a copy a subcontract, amendment to a subcontract, or notice to DEO in accordance with Section 3.A. of this Scope of Work. Deliverable due date: _____	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are	$___	As provided in Section 12 of this Scope of Work, below.

	required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 2. *[Title];* Subcontracts Grantee shall ___ and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3.B. of this Scope of Work. Deliverable due date: _____	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$___	As provided in Section 12 of this Scope of Work, below.
Deliverable 3. *[Title];* Subcontract or Notice Grantee shall ___ and provide a copy of a subcontract an amendment to a subcontract or a notice in accordance with Section 3.C. of this Scope of Work. Deliverable due date: _____	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee not previously provided to DEO, if any, or an email or other document advising DEO that no such subcontract or amendment was entered into before the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation	$___	As provided in Section 12 of this Scope of Work, below.

	identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
			Total Amount Not to Exceed $__

[Delete the following note if the scope does not require a plan amendment]

**** Note regarding comprehensive plan amendments:** Providing DEO a copy of a comprehensive plan amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in s. 163.3184, F.S. To satisfy both the terms of this Agreement and the statutory transmittal requirement, Grantee must provide a copy of the plan amendment to DEO's Agreement Manager ***and*** send a copy of the proposed or adopted comprehensive plan transmittal package to DEO at the following address: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any subcontract(s) shall be provided to DEO's Agreement Manager as provided in Sections 3.A. and 5. above. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager

is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;

b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
   b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
      i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
   c. Invoices or receipts for other direct costs.
   d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the

Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project

identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

    C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by DEO;

    C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

- Remainder of Page Intentionally Left Blank –

Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Amanda Iscrupe
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$__
TOTAL	**$___**

Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Amanda Iscrupe
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	**$___**

Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Amanda Iscrupe
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

Attachment 1-D

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial

assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $ _____**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

City of Stuart

David Dyess | City Manager
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5312

June 5th, 2020

Mario Rubio, Director
Division of Community Development
Florida Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

Community Planning Technical Assistance Grant

Dear Mr. Rubio,

Please find attached the City of Stuart's application for a Community Planning Technical Assistance Grant for a commercial area that straddles Federal Highway (US-1) as is passes through the City's Community Redevelopment Area.

Grant Project: Federal Highway (US-1) Corridor Economic Baseline Analysis and Master Plan.
Product: Economic Baseline Analysis and Master Plan.
Funding Requested: $38,000.

Background:
The City's grant application focuses on the planning and economic development of the Federal Highway (US-1) south of the Roosevelt Bridge. This section of US-1 is particularly important as it fulfills a number of economic and community planning needs within the City.

1.Main transportation thoroughfare within the Community Redevelopment Area.

2.Diverse backbone of economic, employment and business activity.

3.Buffer for the residential neighborhoods both east and west.

The economic and business functions of this corridor are under threat due to the impact of a changing retail market and COVID-19 impacts on business and community activity. A significant number of properties are now either vacant or underutilized (see attached photographs). The function and appearance of the Federal Highway Corridor is significant to the City. The corridor is the first thing that visitors see when they enter the City and the fact that the uses on that corridor are in a state of transition means that there is an opportunity to assist in the highest and best redevelopment of the properties that face the corridor, some of which may be impacted through contamination.

A strategic community master plan will assist in the continuation of the corridor as a main transportation link while at the same time protecting the local economy and neighborhood buffer function. The City's Community Redevelopment Agency will be better informed to be able to direct intervention and joint venture opportunities.

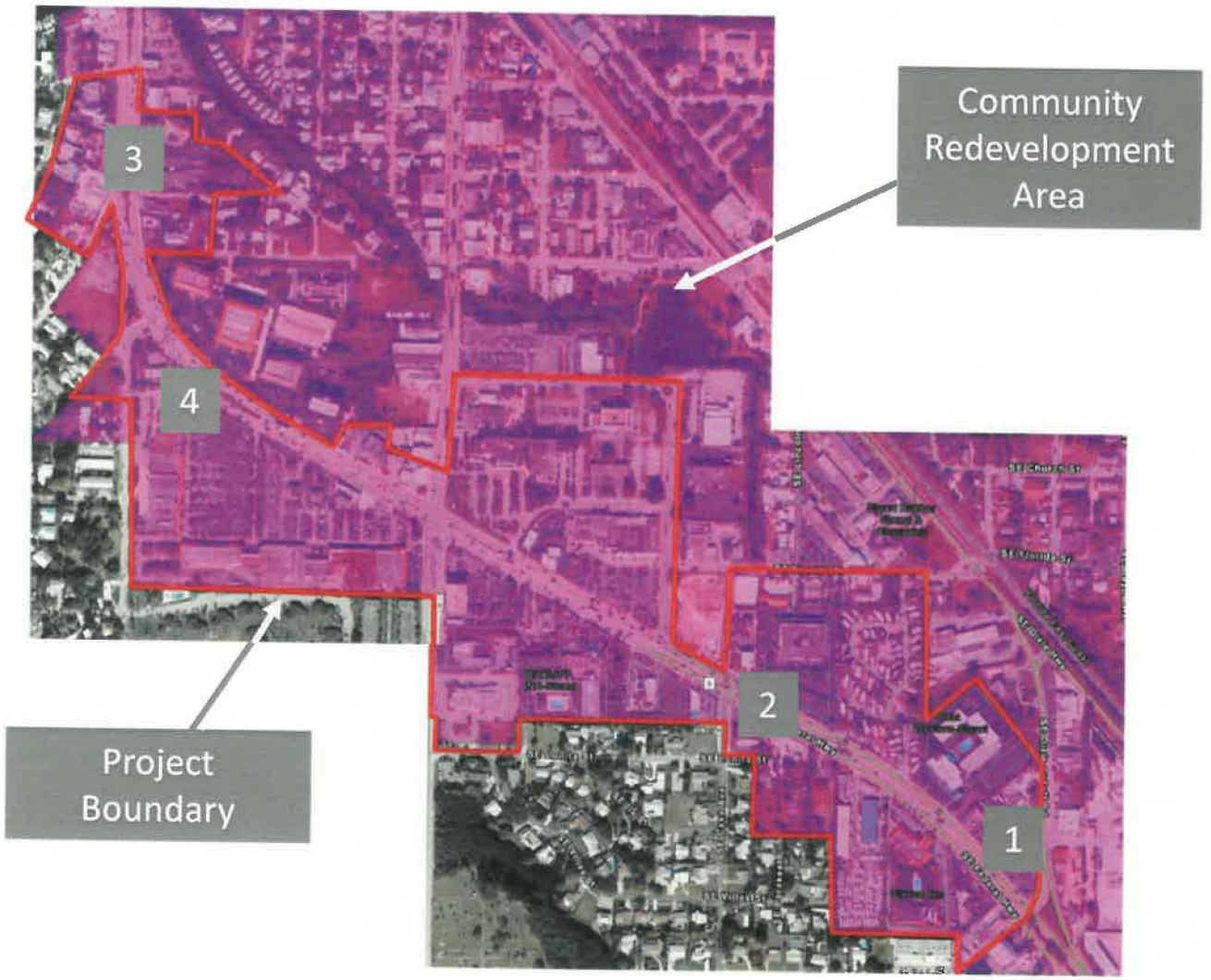
The grant application seeks to secure funding for an economic baseline analysis and strategic master plan. The strategy will identify economic market conditions and incorporate findings that relate to commercial activity and the impact of COVID-19 on business activity. The grant project will also set out to and recommend amendments to the community redevelopment area plan and to the land development code, which implement the findings of the economic analysis and master plan.

Thank you for the opportunity to apply and look forward to your consideration of this project for funding. Should you need additional information then please contact Kev Freeman, City Development Director on 772.288.5328.

Sincerely

David Dyess
City Manager
City of Stuart
772.288.5312

Federal Highway (US-1) Commercial Corridor Economic Baseline Analysis and Master Plan



Federal Highway (US-1) Commercial Corridor Economic Baseline Analysis and Master Plan

Photo 1: South of SE Casa Ave





Photo 2: Dixie Cut-off

City of Stuart

Federal Highway (US-1) Commercial Corridor Economic Baseline Analysis and Master Plan

Photo 3: Palm City Road





Photo 4: Publix Plaza

City of Stuart

CITY OF STUART SCOPE: FEDERAL HIGHWAY CORRIDOR ECONOMIC BASELINE AND MASTER PLAN

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2311, Chapter 2019-115, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** Grantee shall; develop a Federal Highway Commercial Corridor Economic Baseline Analysis Report and Federal Highway Commercial Corridor Master Plan that encompasses commercial properties that front Federal Hwy (US-1) as it passes through the City of Stuart Community Redevelopment Area, south of the Roosevelt Bridge, identify opportunities for public/private partnerships with the Community Redevelopment Agency, identify potential commercial uses that will have a positive impact on the local economy and respond to the impact of COVID-19, and prepare a long-term vision in the form of a Master Plan that meets the economic needs of City residents and secures the function of the US-1 corridor in providing employment opportunities and acting as a transition zone to residential uses. The Master Plan process shall include an inventory of existing conditions, incorporate an economic baseline analysis and public involvement from property owners, business owners and other stakeholders through a survey and at minimum one public workshop.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall; timely perform the Deliverables and Tasks described in this Section 3 and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement.

   A. Deliverable 1: Project Kickoff

   Grantee shall:

   1. Conduct a project kick-off meeting with the consultant selected through the City procurement process to:
      a. Identify and discuss opportunities, constraints and policy issues related to completion of the Federal Highway Commercial Corridor Economic Baseline Analysis Report and Master Plan.
      b. Identify or confirm the project goals, objectives and possible outcomes,
      c. Establish organizational responsibilities,
      d. Finalize a project schedule consistent with this Scope of Work, and
      e. Identify key stakeholders, which will include the Community Redevelopment Board and Stuart/Martin County Chamber of Commerce.

         i. Prepare a written summary of the kick-off meeting that includes all items addressed in the meeting that are identified in Section 3.A above and any other issues or concerns identified or discussed during the meeting.

   B. Deliverable 2: Economic Baseline Analysis Report

Grantee shall:

1. Conduct a review of the Federal Highway commercial corridor and prepare an Economic Baseline Analysis Report that includes sensitivity to the impact of COVID-19 and includes, at a minimum:
    a. A narrative description of the existing commercial uses along the corridor.
    b. An inventory of existing uses, conditions, facilities and assets.
    c. Identification of City zoning and land use,
    d. Hold a minimum of one (1) stakeholder group interviews with the stakeholders identified under Section 3.A. of this scope of work (Deliverable 1) to share and discuss survey results and solicit stakeholder group ideas and opinions regarding commercial development needs,
    e. Preparation of base GIS data tables organized by property identification numbers that include; zoning, land use, site area, building occupancy, building floorspace, property values and uses,
    f. Identification of specific economic market activity (responding to impact of COVID-19) and constraints that may impact the type of commercial development that could locate within the corridor and be incorporated into the implementation of the Federal Highway Commercial Corridor Master Plan.
    g. Identify the commercial needs and priorities for the Federal Highway Corridor
    h. Propose specific uses that could be accommodated along the Federal Highway Commercial Corridor subject to market activity and site constraints.
    i. Prepare an Economic Baseline Analysis Report.

C. Deliverable 3: Master Plan and Public Involvement.

Grantee Shall:

1 Solicit input from businesses, members of the public and other interested parties as follows:
    a. Develop and distribute a community survey to determine business and residents' perceptions, opinions and interests related to the Federal Highway Corridor,
    b. Compile results of survey preferences,
    c. Hold a minimum of one (1) stakeholder group interviews with the stakeholders identified under Section 3.A. of this scope of work (Deliverable 1) to share and discuss survey results and solicit stakeholder group ideas and opinions regarding development and business needs, prepare a written summary of such,
    d. Conduct a minimum of one (1) advertised public visioning workshop(s) to obtain community input on a vision and design concepts for the future use of the Federal Highway Commercial Corridor, prepare a written summary of such.

2 Prepare a Federal Highway Commercial Corridor Master Plan based on the information, input and assessments obtained or undertaken under Section 3.A, 3.B and 3.C.1 above, which includes each of the following components:

a. The vision for the commercial properties along the Corridor,
b. Potential commercial uses and activities,
c. A narrative of design concepts for the commercial properties along the corridor,
d. Identification of specific uses and elements desired by stakeholders and the public to support the overall vision for the Federal Highway Commercial Corridor,
e. Identification of possible public/private partnership opportunities with the Community Redevelopment Agency,
f. Graphics, conceptual drawings and design alternatives that illustrate the location and layout of uses within the vision,
g. Specific actions and a long-term phasing plan to implement the Federal Highway Corridor Master Plan,
h. Present the Federal Highway Corridor Master Plan to the City of Stuart Community Redevelopment Board and City Commission for review and acceptance.

3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of any subsequent Agreement.

4. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Project Kick-off Grantee shall conduct a kick-off meeting, prepare a meeting summary **Deliverable due date:** **Draft: January 18, 2021** **Final: January 28, 2021**	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Summary of the project kick-off meeting. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word and/or MS Excel or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$3,000	As provided in Section 12 of this Scope of Work, below.

Deliverable 2: **Grantee shall prepare an Economic Baseline Analysis Report and solicit input from parties in accordance with Section 3.B. of this Scope of Work.** **Deliverable due date:** **Draft: March 20, 2021** **Final: March 30, 2021**	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Economic Baseline Analysis Report. 2. Copy of Base GIS Data tables. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word and/or MS Excel or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$15,000	As provided in Section 12 of this Scope of Work, below.

CITY OF STUART SCOPE: FEDERAL HIGHWAY CORRIDOR ECONOMIC BASELINE AND MASTER PLAN

Deliverable 3: **Grantee shall prepare a Master Plan for the Federal Highway (US-1) Commercial Corridor and Report and solicit input from the public and other interested parties in accordance with Section 3.C. of this Scope of Work** **Deliverable due date:** **Draft: May 15, 2021** **Final: May 30, 2021**	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Master Plan. 2. Copy of survey and survey results. 3. Copies of the notice, agenda and a written summary of input from Community Redevelopment Board and City Commission public presentations. 4. Copies of the summary of stakeholder interviews. 5. Copies of the summary of the visioning outreach workshop(s). Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word and/or MS Excel or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$20,000	As provided in Section 12 of this Scope of Work, below.
		Total Amount Not to Exceed $38,000	

5. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

6. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

7. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" isany day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

8. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

9. **INVOICE SUBMITTAL AND PAYMENT.**

   A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to section 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

   B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
   b. Copies of paid invoices submitted to Grantee by the Subcontractor; and
   c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
   b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
      i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
   c. Invoices or receipts for other direct costs.
   d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

10. **SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.** Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

11. **FINANCIAL CONSEQUENCES.**

    A. Financial consequences of $50 a business day up to a maximum of $500 shall be imposed in each of the following circumstances:

        1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

        2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

    B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

12. **PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments,

Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

13. **LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

14. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, mayauthorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by DEO's Agreement Manager on or afterthe deliverable due date to which the extension applies will not be granted;

    C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

15. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

16. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

17. **NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by DEO;

    C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Donna Cotterell
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable_____Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$___
TOTAL	$___

Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Donna Cotterell
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable_____Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $___ $___ $___ $___ $___
TOTAL	$___

Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Donna Cotterell
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable_____Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $___ $___ $___ $___ $___ $___
TOTAL	$___

Attachment 1-D

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

CDBG GRANT APPLICATION FOR ALTERNATIVE WATER SUPPLY (RC):

RESOLUTION No. 104-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE WATER SUPPLY PHASE 1 PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Public Works Department is developing an application for the Florida Department of Economic Opportunity (DEO) Community Development Block Grant-Mitigation (CDBG-MIT) Rebuild Florida General Infrastructure Program for the Alternative Water Supply Phase 1 project. The Rebuild Florida Mitigation General Infrastructure Program is designed to provide funding opportunities for local governments and state agencies to develop large-scale mitigation activities that allow Florida communities to better withstand future disasters. With a total allocation of $475,000,000, the Rebuild Florida Mitigation General Infrastructure Program will be implemented in three competitive application cycles, with $150 million in funding available in the first round.

Public Works is requesting authorization to apply for approximately $11,688,750.00 in funding, matched with a recently awarded $1,000,000.00 State Appropriation. The Alternative Water Supply project is a proactive plan to phase in reverse osmosis water treatment utilizing the Floridan Aquifer System as an alternative water source. The awarded grant funding would be utilized for modification to the existing deep injection well IW-2, construction of the wellhead and pipelines, and construction of the membrane water treatment plant.

Funding Source:

Should the City be awarded the requested $11,688,750.00 grant, the City's matching funds would come from the recently awarded $1,000,000.00 State Appropriation.

Recommended Action:

Approve Resolution No. 104-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R104-2020; CDBG General Infrastructure Grant Application Authorization - Alternative Water Supply Phase 1	8/13/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 104-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE WATER SUPPLY PHASE 1 PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Public Works Assistant Director/City Engineer is hereby authorized and directed to submit a grant application for the Florida Department of Economic Opportunity Community Development Block Grant-Mitigation (CDBG-MIT) Rebuild Florida General Infrastructure Program for the Alternative Water Supply Phase 1 project. The Alternative Water Supply project is a proactive plan to phase in reverse osmosis water treatment utilizing the Floridan Aquifer System as an alternative water source.

SECTION 2: This resolution shall take effect on adoption.

R104-2020
CDBG General Infrastructure Grant Application Authorization – Alternative Water Supply Phase 1

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

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

ADOPTED this 24th day of August, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

HONORING DR. EDWIN MASSEY:

RESOLUTION No. 101-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING DR. EDWIN MASSEY FOR HIS MANY YEARS OF DEDICATION TO HIGHER EDUCATION AT INDIAN RIVER STATE COLLEGE, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

For over 47 years, Dr. Edwin Massey has worked tirelessly to better the lives of Stuart residents through his career at Indian River State College. Dr. Massey is now retiring with his last day on August 31, 2020. The City of Stuart recognizes his contributions through this resolution.

Funding Source:

N/A

Recommended Action:

Approve Resolution

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 101-2020	8/17/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 101-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING DR. EDWIN MASSEY FOR HIS MANY YEARS OF DEDICATION TO HIGHER EDUCATION AT INDIAN RIVER STATE COLLEGE, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, for over 47 years, Dr. Edwin Massey has worked tirelessly to better the lives of Stuart residents through his career at Indian River State College; and

WHEREAS, Dr. Massey came to Fort Pierce in July of 1973, from Laurel, Mississippi, with his wife, Jo, and their two small daughters for a teaching position at the college which was then called Indian River Community College; and

WHEREAS, by 1978, Dr. Massey had moved from the classroom to the first of a series of administrative positions, and in 1988, at the age of 41, he became the college's third president. During his tenure, the institution formerly known as Indian River Junior College and then Indian River Community College, began awarding four-year bachelor's degrees and built 71% of the nearly 1.6 million square feet of classroom, lab, and operational building space on five campuses in four counties; and

WHEREAS, Dr. Massey established a partnership with Martin County to locate the Morgade Library on the Chastain Campus in 2001. In addition, he started Clark Advanced Learning Center in 2004 which is recognized as an "A" high school that ranks highest among all Treasure Coast high schools. Seventy percent of Clark seniors graduate with an AA degree from Indian River State College concurrent with high school completion. The partnership between the College and Martin County also included the Wolf Center located on the Chastain Campus. Since its opening in 2005, the Wolf Center has provided space for community events. The Chastain Campus now serves 5000 students annually with seventeen percent of those students being dual enrolled in local high schools. The Chastain Campus along with the Career Training Center, located at Stuart Square shows Dr. Massey's commitment to higher education in the Stuart, Martin County community; and

WHEREAS, Dr. Massey has won many awards for the college including the 2019 Aspen Prize for excellence among community colleges, signifying it as the best among the 1,100 community colleges in the country. He gained unanimous approval by the Florida State Board of Education to implement 20 Bachelor's Degree programs, and received SACS accreditation for IRSC to become a Level II Baccalaureate-granting institution; and

WHEREAS, even before he became president, Dr. Massey was lobbying legislators in Tallahassee for state funds. He has been to every legislative session in the state capital since the mid-1980s, meeting with Senate presidents and House leaders. The IRSC Foundation has seen its assets grow more than 1,700 percent to $116.3 million during his tenure. He meets regularly with various work groups and departments across the college and is always planning for the future; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, does hereby honor Dr. Edwin Massey for his many years of faithful and

dedicated service to the Treasure Coast and for exemplifying outstanding citizenship through his major contributions to our educational services in Stuart, Florida.

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

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

ADOPTED this 24th day of August, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Tom Reetz

Title of Item:

WALTON BUILDING RELOCATION - MAJOR URBAN CODE CONDITIONAL USE APPROVAL (RC):

RESOLUTION No. 97-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO 111 REAL ESTATE HOLDINGS, LLC OWNER OF THE PROPERTY LOCATED IN THE CITY OF STUART, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR THE RELOCATION OF THE HISTORIC WALTON BUILDING (33 DEGREES) FROM CITY RIGHT-OF-WAY AT DECKER AVENUE TO THE NORTH SIDE OF PARKING LOT LOCATED AT 209 S ALBANY AVENUE; ALLOWING THE FRONT BUILDING FAÇADE TO BE SETBACK FROM THE FRONT PROPERTY LINE, FOR THE FAÇADE WIDTH OF THE RELOCATED BUILDING TO BE LESS THAN 80% OF THE LOT WIDTH AND FOREGO THE REQUIREMENT FOR THE MINIMUM BUILDING HEIGHT OF TWO STORIES, FOR ARCADES OR GLAZED OPENINGS AND BALCONIES ALONG THE STREET FACADE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF RELOCATION; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Community Redevelopment Board recommended approval (3-2) for the relocation of the historic Walton Building also known as 33° on August 4, 2020.

The applicant, Mark Brechbill is requesting a Major Urban Code Conditional Use approval under Section 3.01.06 of the City's Land Development Code. If granted, the approval will allow for the building to be moved from its temporary location on city property near Decker Avenue to the north end of the parking lot just west of the Bellsouth building and across the street from the Azul rental apartments. The applicant has requested the following variances from the urban code:

1. To allow the building to be set back from the front property line to allow for a brick paver patio with seating,

2. For the front building façade to make up less than 80% of the lot width,

3. To forego the requirement for the minimum building of two stories, and

4. To forego the requirement for arcades or glazed openings and balconies along the street façade.

The applicant has provided a parking legend as an exhibit to the Resolution accounting for 36 existing parking spaces with 32 of those spaces being required for the Stuart Arches office building and the leased spaces for the All American Eagle properties. See Exhibit C of Resolution No. 97-2020 attached.

If the applicant's request is granted, a licensed moving contractor will make application to relocate the building, including a routing plan, timeframes, surety bonds and/or indemnification of the City for any damages to City property such as the sidewalks and city right-of-way. Mr. Brechbill as owner of 111 Real Estate Holdings must authorize the moving permit.

The applicant has been made aware of the City's recently adopted Historic Preservation Ordinance. Mr. Brechbill has reviewed the program but does not wish to pursue historic designation or the possibility of tax deferments at this time.

Normally, a condition of approval would be included requiring the applicant to provide a public art fee of one percent of the vertical construction cost including the new foundation and improvements to the building or provide a work of art on site. At its meeting the Community Redevelopment Board recommended approval for the relocation of the Walton Building without requiring a public art component.

Funding Source:

N/A

Recommended Action:

Move to approve Resolution 97-2020 with conditions.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Resolution No.97-2020	8/14/2020	Resolution add to Y drive
🗋	B. Exhibit C - Site, Landscaping, Parking legend, Lighting plans	7/27/2020	Exhibit
🗋	C. Staff Report	8/14/2020	Staff Report
🗋	D. CRA comments	7/27/2020	Backup Material
🗋	E. Zoning letter	7/27/2020	Backup Material
🗋	F. Staff comments	7/27/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 97-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO 111 REAL ESTATE HOLDINGS, LLC OWNER OF THE PROPERTY LOCATED IN THE CITY OF STUART, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR THE RELOCATION OF THE HISTORIC WALTON BUILDING (33 DEGREES) FROM CITY RIGHT-OF-WAY AT DECKER AVENUE TO THE NORTH SIDE OF PARKING LOT LOCATED AT 209 S ALBANY AVENUE; ALLOWING THE FRONT BUILDING FAÇADE TO BE SETBACK FROM THE FRONT PROPERTY LINE, FOR THE FAÇADE WIDTH OF THE RELOCATED BUILDING TO BE LESS THAN 80% OF THE LOT WIDTH AND FOREGO THE REQUIREMENT FOR THE MINIMUM BUILDING HEIGHT OF TWO STORIES, FOR ARCADES OR GLAZED OPENINGS AND BALCONIES ALONG THE STREET FACADE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF RELOCATION; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 3.01.06 of the Land Development Code; and

WHEARAS, The existing historic Walton Building was temporarily located on City Right-of-way at Decker Avenue to allow New Urban Communities, LLC to develop the leased Stuart Triangle parcel into a 49 unit rental apartment complex which received certificate of occupancy in 2019; and

WHEREAS, the Applicant, 111 Real Estate Holdings, is requesting a Major Urban Code Conditional Use approval to allow for the relocation of the Historic Walton building currently

located in City R.O.W. at Decker Avenue to the north side of parking lot at 209 S Albany Avenue, and

WHEREAS, the applicant has requested the historic building to be set back from the front property line to allow for a brick paver front court yard with seating; for a front building facade to make up less than 80% of the lot width; for less than the minimum building height of two stories and forego the requirement for arcades or glazed openings and balconies along the street façade.

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application does not create any detrimental effects on adjacent land uses within three hundred (300) feet of the proposed location; and

WHEREAS, the Community Redevelopment Board held a properly noticed hearing at a regularly scheduled meeting to consider the application of the Petitioner and recommended approval of the Major Urban Code Conditional Use on August 4th, 2020; and

WHEREAS, City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application of the Petitioner to approve the Major Urban Code Conditional Use on August 24th, 2020.

WHEREAS, the conditional use approval shall run with the land; and

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

SECTION 1: Subject to the conditions attached hereto, the City Commission hereby approves a Major Urban Code Conditional Use approval to 111 Real Estate Holdings, LLC, owner of certain

real property located at 209 S Albany Avenue, Stuart Florida, as detailed within the attached legal description.

SECTION 2: A legal description of the property is set forth in **"Exhibit A"** attached hereto and made a part hereof by reference.

SECTION 3: The purpose of this Urban Center Sub-district Conditional Use approval is to allow for relocation of the historic Walton Building, varying from urban code requirements by allowing the building to be setback from the from the front property line, a front building facade less than 80% of the lot width and forego the requirement for arcades or glazed openings and balconies along the street façade. An Aerial and Site plan are included as **"Exhibit B".**

SECTION 4: The building shall be relocated in accordance with all conditions set forth in **"Exhibit C"**, as attached.

SECTION 5: This resolution shall take effect immediately upon its adoption.

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

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

ADOPTED this 24TH day of August, 2020.

ATTEST:

MARY R. KINDEL CITY CLERK	MICHAEL J. MEIER MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, 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 RESOLUITON. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS BUSINESS ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED

UNDERSTANDS AND AGREES THAT THIS RESOLUITION 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 RESOLUITION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

WITNESSES:

111 Real Estate Holdings

Witness #1:

Registered Agent: Mark Brechbill

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Witness #2:

Print Name: _____

Signature: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

Exhibit "A" Legal Description:

Lots 2, 3 and 6, less the East 50 feet of the South 2 feet of said Lot 6, Block 8, and Lots 4 and 5, Block 9, Potsdam Subdivision, according to the Plat thereof as recorded in Plat Book B, page(s) 2, of the Public Records of Miami-Dade County, Florida, certified copy of said plat recorded in Plat Book 1, page 28, Public Records of Palm Beach (now Martin) County, Florida, Less and Except right of way of U.S. Highway No. 1.

Exhibit B: Aeriel Map

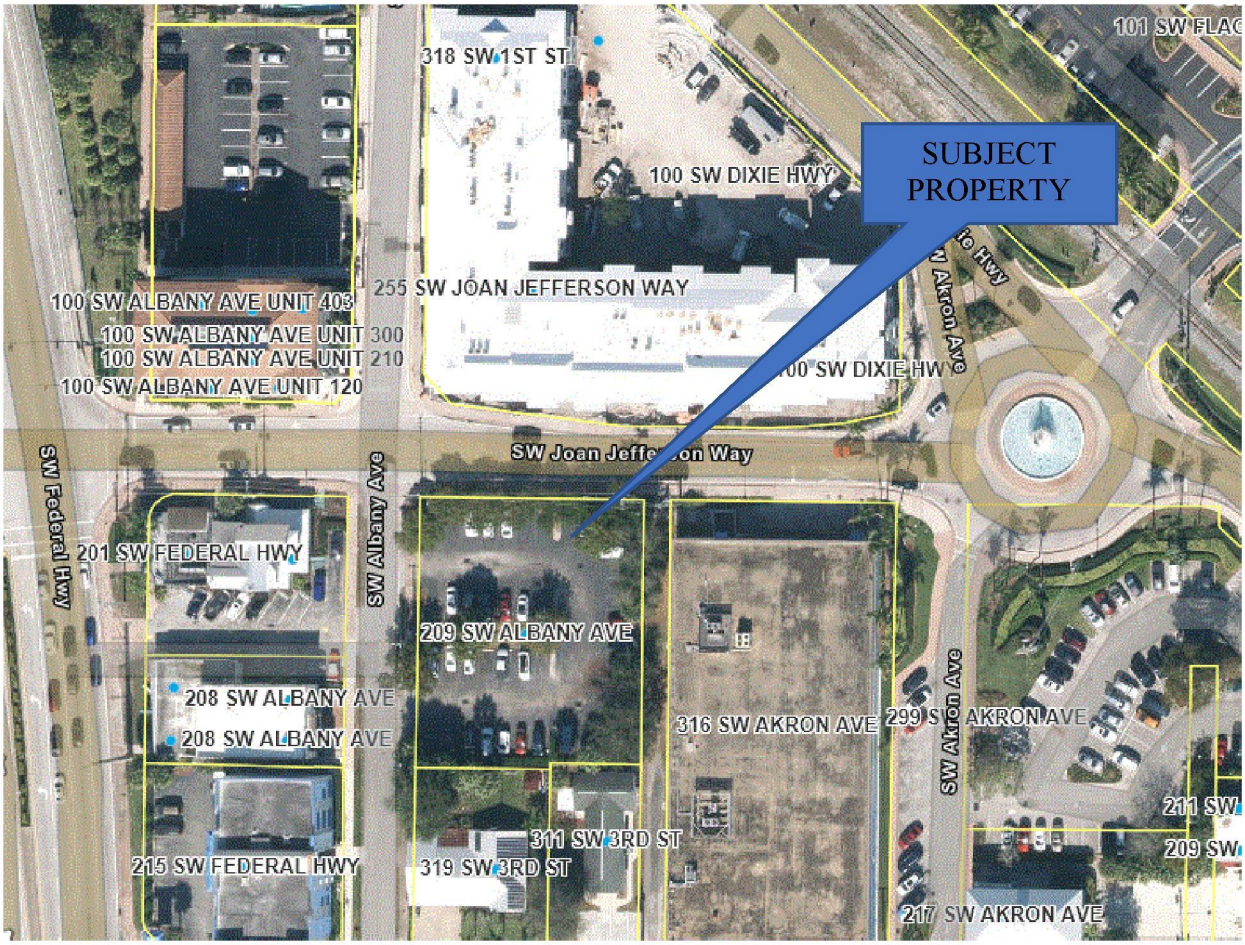


Exhibit "C" Conditions of Approval

1. The historic Walton building relocation from City R.O.W. at Decker Avenue to 209 S Albany Ave shall adhere to the Site Plan, Lighting and signage plan and Landscape and Pedestrian Plan prepared by John Erickson registered building contractor dated 7.15.20.

2. Except as provided herein, all development shall comply with City Code.

3. Any sidewalks damaged during construction shall be repaired and/or replaced by the applicant as per the City's specification.

4. All signage shall be in accordance with the City's Land Development Regulations with regards to size, dimensions, color, etc.

5. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Decorative exterior light fixtures shall be approved prior to the issuance of any development permits.

6. The applicant shall comply with all applicable Handicap Accessibility standards.

7. Final Site and Foundation Construction Drawings shall be reviewed and approved by all necessary City departments prior to the issuance of any building permits allowing for the relocation of the historic structure to its new location.

8. Any and all regulatory agency permits, including but not limited to Martin County, the South Florida Water Management District, and Army Corp of Engineers, Florida Power and Light shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.

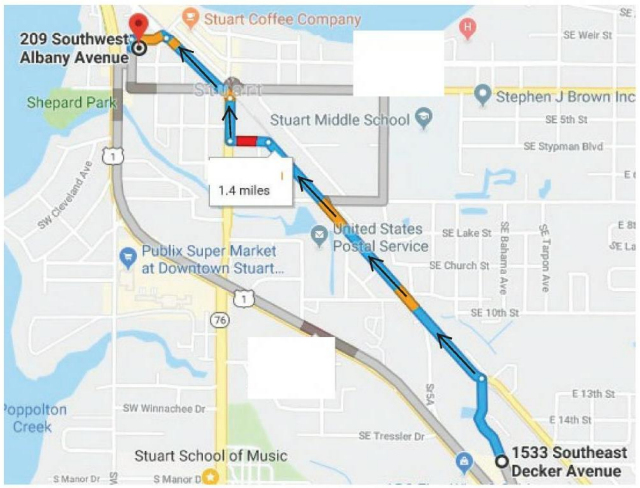
9. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one percent of the vertical construction cost including new foundation or provide work of art on the development pursuant to Section 3.01.08 on site.

10. The applicant shall obtain a Certificate of Occuapncy for the building at its new location prior to August 31, 2021.



PROPOSED LOCATION MAP

not to scale

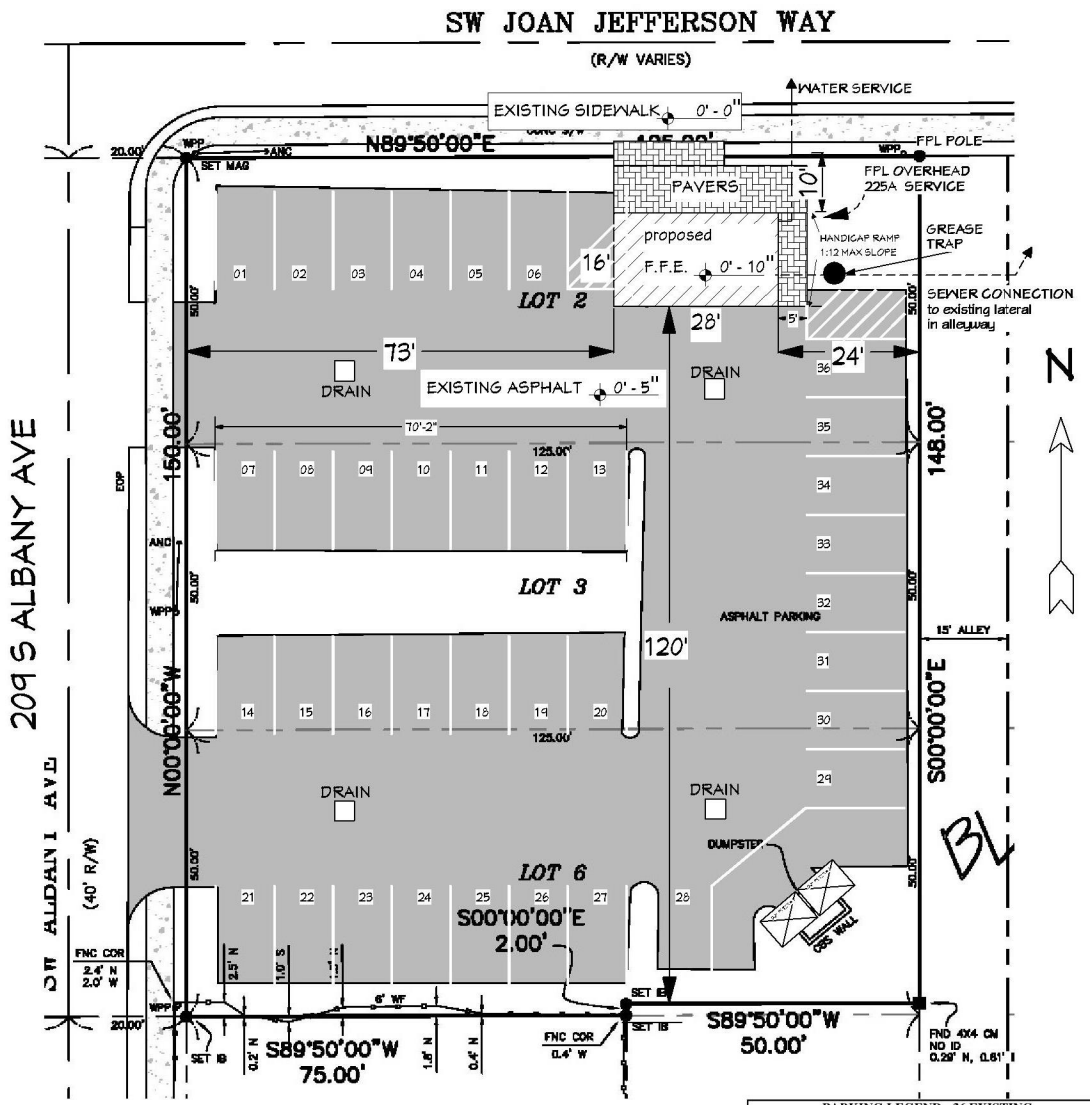


PROPOSED ROUTE OF MOVE

not to scale

BUILDING LOCATION TO BE PINNED BY FLORIDA LICENSED SURVEYOR PRIOR TO ANY CONCRETE PLACEMENT

FIRE PROTECTION NOTE:
FIRETRUCK ACCESSIBILITY IS FROM SW JOAN JEFFERSON WAY



PARKING LEGEND - 36 EXISTING			
	SQ. FT.	REQUIRED PARKING	
215 SW FED HWY OFFICE	11,561	33	spaces required
(less 8 spaces existing at 215)		-8	
		25	spaces required for 215 bldg
LEASED SPACES		5	spaces required
WALTON BLDG	448	3	spaces required
HISTORIC RE-USE (50%)	448	-1 (1.5)	space gained
TOTAL		32	spaces required - 36 existing

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

WALTON BUILDING RELOCATION TO 209 S ALBANY AVE.

SITE PLAN

DATE: 7/15/2020

SCALE: 1" = 10'- 0"

SHEET: SITE



LANDSCAPING: ALL LANDSCAPING IS EXISTING AND SHALL REMAIN WITH EXCEPTION. ONE OAK TREE IN FRONT OF PROPOSED BUILDING SITE TO BE REMOVED. EXISTING SHRUBS REMOVED ONLY AS NECESSARY FOR BUILDING AND PAVING.



CRA requests:

1. **Required work of art. (The artwork can be a mural and receive a 50/50 financial match)**
   a. As this project consists of the relocation of an historic building, the building alone is a "work of art". There can be no "1% of the vertical construction cost" as there is no vertical construction involved in relocation of an historic building
   b. There is an existing "Sailfish Marker" on the same site which was provided and paid for by the existing owner and applicant. Owner plans to add the new historical information related to the Walton building to the existing marker.
2. **Outdoor seating area with planter boxes (CRA staff has extended the deadline to submit a BIRP grant application)**
   a. The planned and intended use of this Walton building is to provide take-out food only. On site dining is not encouraged for several reasons and the resulting demand for increased parking is not included in this plan. This building is sited into existing shrubbery and trees so added planters would be of no advantage.
3. **Shade Structure (Show size and type)**
   a. Because the relocated historic Walton building will be sited into an existing mature landscape setting, any added shade structure would be superfluous and unnecessary. Mature oak trees on both sides of the relocated historic structure will continue to provide shade and environmentally desirable beauty to the entire site. (see photo - top left of this page)

PARKING LEGEND - 36 EXISTING			
	SQ. FT.	REQUIRED PARKING	
215 SW FED HWY OFFICE	11,561	33	spaces required
(less 8 spaces existing at 215)		-8	
		25	spaces required for 215 bldg
LEASED SPACES		5	spaces required
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TOTAL		32	spaces required - 36 existing

City of Stuart

Development Department
121 SW Flagler Ave, Stuart FL 34994
Phone: 772.600.5375

April 23, 2019
Mr. Mark Brechbill
MB Wealth Solutions, LLC
215 SW Federal Hwy #200, Stuart Fl 34994

Re: Relocation of the 33 Degree building to the existing parking lot at 215 SW Federal Highway

Dear Mark,

The proposed relocation of the existing 33 degree building to the parking lot located at 215 SW Federal Highway will require application for a **Major Urban Code Conditional Use Approval** with but not limited to a **Site Plan** containing the following:

1. Parking Legend that accounts for the 52 existing spaces:
   i. Required parking for the existing three story office building (__spaces)?
   ii. Leased spaces for abutting properties, (12 spaces)?
   iii. Required parking for the proposed relocated 33 degree building (__spaces)?
2. Building Footprint location with:
   i. Pedestrian paths (pavers) showing movement to and from the proposed relocated 33 degree building.
   ii. Landscaping that defines pedestrian movement.
   iii. Lighting defining relocated building and pedestrian movement.
   iv. Signage (building and parking lot)
3. Grease Trap (Size dependent on use determined by Public Works Department)
4. Dumpster location (Size and enclosure determined by Public Works Department)
5. Fire Code (Fire suppressant hood and life safety plan determined by Fire Inspector)

The following sections of the Urban Code will require the following variances via the **Major Urban Code Conditional Use Approval** application including one (1) public hearing with the Community Redevelopment Board (CRB) and one public hearing with the City Commission (CC).

1. The front street facade width of the principal building shall not be less than 80 percent of the lot width.
2. The minimum building height shall be two stories or 26 feet.
3. Balconies are required along all street facades for all buildings. The aggregate length of balconies shall not be less than 50 percent of building facade from which it projects on each floor level.
4. The ground floor along the front facade of the building shall have doorways, arcades, or glazed openings with aggregate width equal to at least 50 percent of the total facade width.



LIGHTING & SIGNAGE PLAN

LIGHTING: BLDG SHALL HAVE LED FLOODLIGHTS ILLUMINATING ALL WALKWAYS, RAMPS, SEATING AREA AND SIGNAGE



LANDSCAPE & PEDESTRIAN PLAN

PEDESTRIAN ACCESS: STEPS AND RAMPS ACCESSIBLE FROM STREET SIDEWALK AND FROM PARKING LOT

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

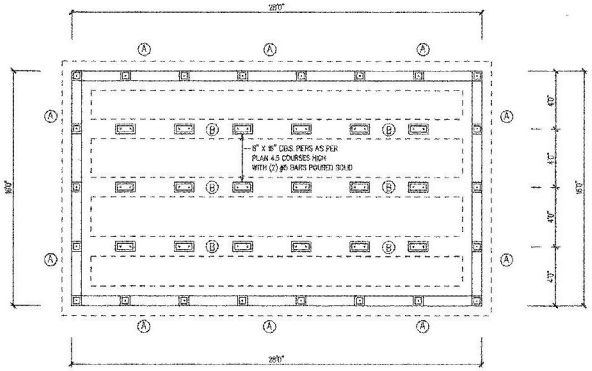
WALTON BUILDING
RELOCATION TO
209 S ALBANY AVE.

DETAILS

DATE:
7/15/2020

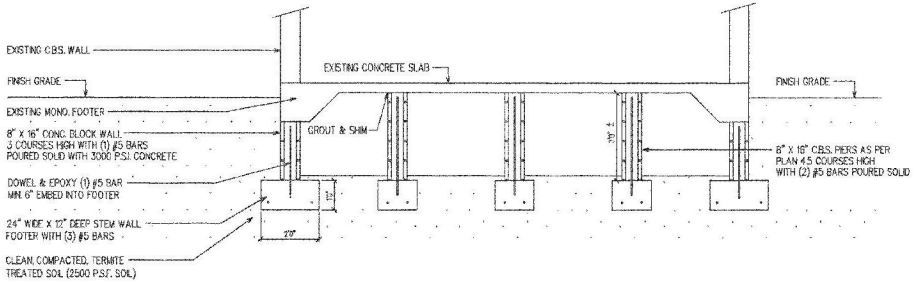
SCALE:

SHEET:
A-01



FOUNDATION PLAN

1/4" = 1'-0"



CROSS SECTION DETAIL

1/2" = 1'-0"

DESIGN CRITERIA

FLORIDA BUILDING CODE: 6TH EDITION FBC 2017
JURISDICTION: CITY OF STUART
BUILDING DESIGNED AS: OPEN
ULTIMATE DESIGN WIND SPEED: 160 M.P.H.
NOMINAL DESIGN WIND SPEED: 124 M.P.H.
OCCUPANCY CATEGORY: II
WIND IMPORTANCE / USE FACTOR: 1.0
INTERIOR PRESSURE COEFFICIENT: 0
MINIMUM SOIL BEARING PRESSURE: 2500 P.S.F.

ADDITIONS / REPAIRS PER F.B.C. EXIST. BLDG

NOTE: THIS PROJECT IS AN ALTERATIONS – LEVEL 2 ACCORDING TO F.B.C. FOR EXISTING BUILDING CHAPTER 7.
THE SCOPE OF WORK DOES NOT REDUCE THE STRUCTURAL STRENGTH OR STABILITY OF THE BUILDING.
THE NEW STRUCTURAL MEMBERS IN THE ALTERATIONS DOES COMPLY WITH THE F.B.C. 2017 EDITION.

GENERAL NOTES:

THIS OCCUPANCY SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES, WHETHER IMPLIED OR NOT IN THIS SET OF BUILDING PLANS

DUROCK SHALL BE USED IN ALL DAMP LOCATIONS

PROVIDE PLUMBING ACCESS PANELS TO ALL SLIP JOINT CONNECTIONS

ALL LUMBER IN CONTACT W/ CONCRETE OR MASONRY SHALL BE PRESSURE TREATED

CONTRACTOR TO HAVE CERTIFIED FLORIDA SURVEYOR LAYOUT BUILDING ON LOT TO ASSURE NO SETBACKS OR EASEMENTS ARE ENCROACHED

ALL STRUCTURAL FRAMING TO BE HEM FIR #2, SPF #1, SOUTHERN PINE #2 OR APPROVED ALTERNATE W/ fb=1000 P.S.I. MIN. – NON –STRUCTURAL FRAMING MAY BE SELECTED SPECIES – "STUD" GRADE

FOOTING SCHEDULE

ID	FOOTING SIZE	RE – BAR SIZE & QUANTITY	FOOTING TYPE
A	24" W. X 12" D.	(3) #5 BARS	GRADE BEAM
B	16" W. X 12" D.	(2) #5 BARS	GRADE BEAM

NOTE:

1. RELOCATION CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK.

2. THIS FOUNDATION PLAN IS FOR RAISING AND OR RELOCATING STRUCTURE. LOCATION OF ALL INTERIOR FOOTERS, PIERS AND SUPPORTING WALLS MAY VARY AND CAN BE PLACED AT THE PROPER POSITION AT THE ENGINEERS DISCRETION AFTER THE STRUCTURE IS ELEVATED TO DUPLICATE EXISTING LOCATIONS OF SUPPORTS, AS WELL AS ADD ANY ADDITIONAL SUPPORTS DEEMED NECESSARY.

FOUNDATION GENERAL NOTES

- BOTTOM OF ALL FOOTERS MUST BE MINIMUM 12" BELOW FINISH GRADE
- NOTE: MINIMUM SOIL BEARING PRESSURE = 2500 P.S.F.

R.C. Designs LLC
CUSTOM HOME & OFFICE DESIGNS
STUART FLORIDA
772-341-2476
RODESIGNBELLSOUTH.NET

PROPOSED BUILDING RELOCATION FOR THE:
WALTON BUILDING
209 S. ALBANY AVE. STUART, FL

JOSEPH P. McCART
900 E. OSCEOLA STREET
STUART, FLORIDA
D.P.R. Registration Number 9639

DRAWN BY
R.C.

DATE
7 JULY 2017

REVISIONS

S1
SHEETS #001

08240320 CC M

CITY OF STUART, FLORIDA
CITY COMMISSION
STAFF REPORT

MEETING DATE: August 24, 2020

PREPARED BY: Tom Reetz
Senior Planner

PROJECT NAME: 111 Real Estate Holdings - Relocation of the historic Walton Building (33 Degrees)

TITLE OF ITEM: Request to consider a Major Urban Code Conditional Use Approval to allow the relocation of the historic Clifton Guest House and Fishing Lodge Walton Building to its new location of 209 Albany Avenue in the Urban Center zoning district within the City of Stuart Community Redevelopment Area. The applicant has requested the historic building to be set back from the front property line to allow for a guest parking area, for the façade width to be less than 80% of the lot width, for the building to be less than two stories or 26 feet and forego the urban code requirement for arcades or glazed openings and balconies on the front façade in the Urban Center zoning district in the City's CRA (Community Redevelopment Area).



I. APPLICATION SUMMARY

The applicant, 111 Real Estate Holdings, LLC is requesting a major urban code conditional use approval as per Section 3.01.06 of the City of Stuart Land Development Code. If granted, the conditional use approval will allow for the relocation the historic Walton building from City Right of Way at Decker Avenue to a vacant the north side of the parking lot at Albany Avenue.

The applicant is required to request a Major Urban Code Conditional use due to the urban code requiring a build-to front setback of 0 feet, for a building width less than 80% of the lot width, a building less than 2 stories and to forego the requirement for arcades or glazed openings and balconies.

If the applicant's request is granted, a licensed moving contractor will then obtain a permit to relocate the building that will include a routing plan, timeframe for the move, surety bonds and /or indemnification of the City for any damages to City property or City ROW.

The developer has been made aware of the City's Historic Ordinance and while. Mr. Brechbill has reviewed the program contained therein, he does not want to pursue designation or the possibility of tax deferments at this time.

II. HISTORY

The existing historic Walton Building was temporarily located on City Right-of-way at Decker Avenue to allow New Urban Communities, LLC to develop the leased Stuart Triangle parcel into a 49-unit rental apartment complex which received certificate of occupancy in 2019, while the building lacks Architectural features, it shares the same contractor builder as the Lyric Theatre and has had many uses over the years including a hair salon, what was going to open as 33 degrees before its owner was involved in a tragic vehicular accident. Most recently, the building served delicious hamburgers to both local and to travelers alike.

III. ZONING AND LAND USE

Site Location	209 S Albany Ave	
Parcel Size (area)	0.5 Acres	
Subject Property Land Use	Urban Center	
Adjacent FLU (Future Land Use)	*North*	Downtown Redevelopment
	South	Downtown Redevelopment
	East	Downtown Redevelopment
	West	Downtown Redevelopment
Subject Property Overlay	Urban Center	

Zoning		
	North	Urban Center
	South	Urban Center
	East	Urban Center
	West	Urban Center
Proposed Use	Hamburger Stand -Walk up	
Present Use	Vacant	
Land Use Plan	Downtown Redevelopment	
ROADWAY AND UTILITIES		
Street Functional Classifications	Joan Jefferson is a two way traffic aisle connecting US1 and Dixie Hwy.	
Utilities	Sewer and Water are provided by the City of Stuart.	

IV. CITY DEPARTMENTAL REVIEWS	
Public Works (Marc Rogolino)	Conditionally Approved
Fire/Building (matt Cawley)	Approved subject to Fire truck accessibility route being submitted.
Police (Brian Bossio)	Approved subject to more detailed review at the Building and Site Permit stage

V. EXISITING CONDITIONS:

VI. PUBLIC NOTIFICATION:

The legal notification requirements have been met for this request of a **Major Urban Code Conditional Use** approval. In accordance with the requirements set forth in Section 11 of the City of Stuart's Land Development Code. Documentation of the public notice is part of the record as well as on file within the City Development Department.

VII. STANDARDS FOR URBAN CODE CONDITIONAL USE REVIEW:

1. **The proposed use is not contrary to the established land uses in the immediate area.**

   The Future Land Use of all of the properties within proximity to the site is Downtown and the property is situated within the City of Stuart Community Redevelopment Area (CRA). The list of permitted uses included in the Urban Code are applicble to all property situatued within the CRA, and include commercial uses. The building sets vacant on City property.

2. **The proposed use would not significanly 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.

Approval of the urban code conditional use would allow a small commercial building and will not impact upon density or intensity to any significant extent.

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.**

   Approval of the urban code conditional use would not be contrary to the adopted land use plan or other relevant goals, objectives, and policies concerning residential use. The Downtown Future Land Use references individual projects and sites consisting of single uses. A commercial building is consistent with this language and would not detract from the mixture of uses that exist downtown but would add an element of walkability to get fast food from downtown.

4. **The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

   There are no proposed changes to the existing district boundary.

5. **The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety.**

   The relocated commercial building will rely on on existing infrastructure to accommodate the vehicular traffic flow utilizing the site..

6. **The proposed use will not create drainage or a storm water quality problem.**

   The development of the entire site will be performed in accordance with approved building permits, which will ensure that the required drainage and stormwater quality is obtained.

7. **The proposed use will not significantly reduce light or air to adjacent areas.**

   The relocated commercial building is a single story building and is not directly adjacent to neighboring buildings and will therefore not 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.**

   The use is permitted throughout the CRA district.

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.**

   The proposed relocation of the historic structure is a smaller scale to existing uses in the neighborhood.

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.**

    A major urban code conditinal use would be required for the proposed location of this building in all of the Community Redevelopment Area. The use is a permitted use within Section 3 of the Urban Code.

IX. CONDITIONAL USE REVIEW FACTORS TO BE CONSIDERED BY THE DECISION MAKER: SEC. 11.01.10(G)(6)

In applying the above standards, the decision-maker will consider each of the following factors:

1. **Ingress and egress to the property and the proposed structure to be located thereon, if any, including considerations of automotive and pedestrian safety and convenience, of traffic flow and control, and of access in case of fire or catastrophe.**

   The proposal has been reviewed by Public Works Departments who have no objections to the proposed use. Fire truck access egress still needs to be proven.

2. **Off-street parking and loading areas including consideration of the economic impact thereof on adjacent properties and of any noise and glare cerated by the location of off street parking and loading areas on adjacent and nearby properties.**

   The proposal will designate off-street parking in the lot on which structure is being relocated without affecting the parking required for existing uses.

3. **Refuse and service areas including consideration of the economic impact thereof on adjacent properties and of any noise and odor created by the location of refuse and service areas on adjacent and nearby properties.**

   The proposed site plan and acceptable to the City's Public Works Department.

4. **Utlitites including condideration of hook-up locations and availability and compatbility of utilites for the proposed uses.**

   The Public Works Department has reviewed the proposal and have no objections in regard to the proposed connections to to the City's water and sewer systems. A grease trap will be provided by the applicant.

5. **Screening and buffering including consideration of the type, dimensions, and character thereof to preserve and improve compatibility and harmony**

among the proposed uses and structures specially permitted and the uses and structures of adjacent and nearby properties.

The proposal will result in the removal of an existing Oak tree to provide for a small paved area to the front of the building, all other existing landscaping will remain.

6. **Signage and exterior lighting including consideration of glare, traffic safety, and economic effects thereof on adjacent and nearby properties.**

1. *There will be no illuminated signage.*

7. **Required yards and open spaces.**

There is no required open spaces.

8. **Height of proposed structures including consideration of the effects thereof on adjacent and nearby properties.**

The relocated building falls within the maximum hieght restriction.

VIII. STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan and the pertinent standards found within Section 3.01.06 of the City of Stuart's Urban Code, staff recommends ***APPROVAL*** of the applicant's request to consider a ***MAJOR URBAN CODE CONDITIONAL USE*** to allow the relocation of the historic Walton Building in accordance with the conditions attached to Resolution 97-2020.

Staff is recommending that the City Commission grant approval.

SELECTION CRITERIA: Permit No = Z19100016 and Review Stop = CRA and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2020-06-04 12:26:21	06/04/2020	pgandhi		

1. The provision of public art applies to all new development and substantial renovations. Substantial improvements include any repair, reconstruction, rehabilitation, additioal or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. Please provide the market value of the existing building and costs of proposed improvements to the building, if any, to determined if the applicant shall comply with the public art requirements in accordance with Section 3.01.08 of the Land Development Code.

2. The primary building entrance is a prominent feature that is well lit and visible and directly assessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilaster, columns, poricoes, porches, overhangs, railing or other architecturally compatible elements. The applicant is requested to add a shade structure such as awning from the exterior wall of the building covering poriton of the outdoor seating area.

3. The applicant is eligible to receive business improvement grant reimbursement up to $10,000 for exterior improvements. The next grant application cycle will begin October 1, 2020, should the Community Redevelopment Agency board approve the budget for the grant program for the next fiscal year. Staff encourages the applicant to apply for the grant to add the awning to the existing structure. Please be advised that the improvements for any component of the grant cannot begin until the approval of the grant by the CRA board.

City of Stuart

Development Department
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.600.5375

April 23, 2019
Mr. Mark Brechbill
MB Wealth Solutions, LLC
215 SW Federal Hwy #200, Stuart Fl 34994

Re: Relocation of the 33 Degree building to the existing parking lot at 215 SW Federal Highway

Dear Mark,

The proposed relocation of the existing 33 degree building to the parking lot located at 215 SW Federal Highway will require application for a **Major Urban Code Conditional Use Approval** with but not limited to a **Site Plan** containing the following:

1. Parking Legend that accounts for the 52 existing spaces:
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   iii. Required parking for the proposed relocated 33 degree building (__spaces)?

2. Building Footprint location with:
   i. Pedestrian paths (pavers) showing movement to and from the proposed relocated 33 degree building.
   ii. Landscaping that defines pedestrian movement.
   iii. Lighting defining relocated building and pedestrian movement.
   iv. Signage (building and parking lot)

3. Grease Trap (Size dependent on use determined by Public Works Department)
4. Dumpster location (Size and enclosure determined by Public Works Department)
5. Fire Code (fire suppressant hood and life safety plan determined by Fire Inspector)

The following sections of the Urban Code will require the following variances via the **Major Urban Code Conditional Use Approval** application including one (1) public hearing with the Community Redevelopment Board (CRB) and one public hearing with the City Commission (CC).

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4. The ground floor along the front facade of the building shall have doorways, arcades, or glazed openings with aggregate width equal to at least 50 percent of the total facade width.

Sincerely,

Tom Reetz

Tom Reetz
Senior Planner
Development Department
City of Stuart, Florida
Treetz@ci.stuart.fl.us

Cc: David Dyess, City Manager
Kevin Freeman, Development Director
Michael J. Mortell, City Attorney

SELECTION CRITERIA: appl_no='Z19100016'

PROJECT NO.: Z19100016 APPLICANT NAME: 111 REAL ESTATE HOLDING
OWNER NAME: 111 REAL ESTATE HOLDING APPLICATION DATE: 10/18/19
PROJECT TYPE: CONDUSE - CONDITIONAL USE
PARCEL: 053841014008000206000 209 SW ALBANY AVE PARKING LOT
STUART, FL 34994

REVIEW STOP: CRA - COMMUNITY REDEVELOPMENT AGENCY
REV NO: 2 STATUS: F DATE: 06/04/20 CONT ID:
REVIEW SENT BY: pgandhi DATE: 06/04/20 TIME: 11:58 TIME SPENT: 0.00
REV RECEIVD BY: pgandhi DATE: 06/04/20 TIME: 10:19 SENT TO:

06/04/2020 1. The provision of public art applies to all new development and substantial renovations. Substantial improvements include any repair, reconstruction, rehabilitation, additioal or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. Please provide the market value of the existing building and costs of proposed improvements to the building, if any, to determined if the applicant shall comply with the public art requirements in accordance with Section 3.01.08 of the Land Development Code.

2. The primary building entrance is a prominent feature that is well lit and visible and directly assessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilaster, columns, poricoes, porches, overhangs, railing or other architecturally compatible elements. The applicant is requested to add a shade structure such as awning from the exterior wall of the building covering poriton of the outdoor seating area.

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REVIEW STOP: CRA - COMMUNITY REDEVELOPMENT AGENCY
REV NO: 1 STATUS: C DATE: 11/15/19 CONT ID:
REVIEW SENT BY: DATE: 11/15/19 TIME: TIME SPENT: 0.00
REV RECEIVD BY: DATE: 11/08/19 TIME: SENT TO: CRA

REVIEW NOTES: *** NONE ***

SELECTION CRITERIA: appl_no='Z19100016'

REVIEW STOP: F - FIRE PROTECTION SYSTEMS
REV NO: 2 STATUS: F DATE: 06/11/20 CONT ID:
REVIEW SENT BY: mcawley DATE: 06/11/20 TIME: 14:12 TIME SPENT: 0.00
REV RECEIVD BY: mcawley DATE: 06/04/20 TIME: 10:19 SENT TO:

06/11/2020 See previous comments.

REVIEW STOP: F - FIRE PROTECTION SYSTEMS
REV NO: 1 STATUS: F DATE: 11/15/19 CONT ID:
REVIEW SENT BY: mcawley DATE: 11/15/19 TIME: 13:36 TIME SPENT: 0.00
REV RECEIVD BY: mcawley DATE: 11/08/19 TIME: 12:17 SENT TO:

11/15/2019 Submit Autoturn using Stuart Fire Rescue truck specifications. Contact mcawley@ci.stuart.fl.us for specs. NFPA 1 18.2.3.4.3.1 The turning radius of a fire department access road shall be as approved by the AHJ.

Submit Life Safety Plan.

All work and equipment shall conform to the current edition of the Florida Fire Prevention Code.

REVIEW STOP: PD - POLICE DEPARTMENT
REV NO: 1 STATUS: C DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 11/08/19 TIME: 12:17 SENT TO:

11/12/2019 No comments for the relocation plans.

Would like to see photometric lgiht plan and landscape plans when they become available.

Sgt. Brian Bossio
Stuart PD

REVIEW STOP: PW - PUBLIC WORKS
REV NO: 2 STATUS: F DATE: 06/25/20 CONT ID:
REVIEW SENT BY: mrogolin DATE: 06/25/20 TIME: 13:05 TIME SPENT: 0.00
REV RECEIVD BY: mrogolin DATE: 06/16/20 TIME: 17:04 SENT TO:

06/25/2020 Date: 6-25-2020

To: Tom Reetz

Subject: 209 SW Albany Ave. Conditional Use #Z19100016rev

In reviewing the above referenced project, this Department does not approve the proposed application. Please address the following comments:

M-^U Sanitary sewer service connection to take place within the Right-or-Way located along the easterly side

SELECTION CRITERIA: appl_no='Z19100016'

of the proposed site. Please revised plan to reflect this connection.

All improvements shall be constructed and maintained without expense to the city. The city shall have access to the right-of-way at all times. The permittee shall gain no prescriptive rights in the subject right-of-way. The improvements and use of the right-of-way shall not interfere with the provision of municipal services or utilities. The permittee shall hold the city harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever by the private use of the right-of-way or the improvements constructed thereon.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

REVIEW STOP: PW - PUBLIC WORKS
REV NO: 1 STATUS: C DATE: 11/20/19 CONT ID:
REVIEW SENT BY: mrogolin DATE: 11/20/19 TIME: 06:39 TIME SPENT: 0.00
REV RECEIVD BY: mrogolin DATE: 11/08/19 TIME: 12:17 SENT TO:

11/20/2019 Date: 11-20-2019

To: Tom Reetz

Subject: 209 SW Albany Ave. Conditional Use #Z19100016

In reviewing the above referenced project, this Department does approve the proposed application. Please address the following comments:

M-^U SANITATION- The existing dumpster enclosure located south of the proposed site can be shared. However, may require modifications to accommodate the proposed use.

M-^U Sanitary sewer service connection may take place within the Right-or-Way located along the easterly side of the proposed site.

M-^U The Developer is responsible for all costs associated with the construction of proposed utilities.
M-^U The Developer is responsible for all costs associated with the altering of the Public Rights-of-Way.
Construction within the Public Rights-of-Way must be coordinated in-advance with the Public Work Dept. All proposed construction within the Public Rights-of-Way must be per FDOT & City of Stuart Minimum Construction Specification & Standards.

M-^U This review is not for construction. Further review will be required for construction.

SELECTION CRITERIA: appl_no='Z19100016'

M-^U Please contact Marc Rogolino @ 221-4700 regarding the City of Stuart Water/Sewer
Utility Avail. Fees. Fees must be paid prior to the
PW Dept. Final Inspection

All improvements shall be constructed and maintained without expense to the city. The city shall have access to the right-of-way at all times. The permittee shall gain no prescriptive rights in the subject right-of-way. The improvements and use of the right-of-way shall not interfere with the provision of municipal services or utilities. The permittee shall hold the city harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever by the private use of the right-of-way or the improvements constructed thereon.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

REVIEW STOP: ZONING - Zoning Review
REV NO: 2 STATUS: C DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 06/04/20 TIME: 10:19 SENT TO:

07/15/2020 Spoke with Joh Eriksen and he is sending updated plan with proper utility connections requested by Public Works and response to Fire auto turn request.
Tom Reetz
Senior Planner
600.1284

REVIEW STOP: ZONING - Zoning Review
REV NO: 1 STATUS: F DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 11/08/19 TIME: 12:17 SENT TO:

11/18/2019 Zoning comments:
1.Show existing landscaping
2. Propose new lanndscaping - see revised site plan
3. Show lighting plan
4. proposed unified signage plan including site signs

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Stephen Mayer

Title of Item:

LONE PALM RESIDENTIAL - INFILL HOUSING (QUASI JUDICIAL) (RC):

ORDINANCE No. 2439-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART'S COMPREHENSIVE PLAN VIA A SMALL-SCALE COMPREHENSIVE MAP AMENDMENT FROM RESIDENTIAL LOW TO EAST STUART; REZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) TO SINGLE-FAMILY AND DUPLEX SUBDISTRICT (SFD) ON THE CITY'S OFFICIAL ZONING MAP; AND APPROVING A MAJOR URBAN CODE CONDITIONAL USE FOR PROPERTY TOTALING 0.72 ACRES, OWNED BY LONE PALM PROPERTY INVESTMENTS, LLC, LOCATED BETWEEN MARTIN LUTHER KING JR. BOULEVARD AND SE 6th STREET, WEST OF PALM BEACH ROAD; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED TO ALLOW THE DEVELOPMENT OF TWO DUPLEX LOTS AND THREE SINGLE FAMILY LOTS; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property is located undeveloped land located between Martin Luther King Jr. Blvd and SE 6th Street, west of Palm Beach Road. The applicant/owner is Lone Palm Property Investments, LLC. The applicant is requesting a change to the Future Land Use Map and Zoning Map designation from Residential Low/Residential, Single Family (R-1) to EAST Stuart/ Single Family and Duplex (SFD) sub district, within the CRA.

On February 8, 2016, the City Commission voted to include the property within the CRA via Ordinance 2320-2016. The property is undeveloped and vacant. The current owner has purchased the property with the intent to divide the 0.72-acre lot into two conforming Urban Neighborhood properties and build three (3) single family residences in 50' lot width configuration or two (2) duplex homes (total of four units) in 75' lot configurations, for a total of seven (7) units. These units will face SE 6th Street and Martin Luther King Jr. Boulevard as shown on the site plan.

To the north, south, and west adjacent to the property, are single family homes zoned R-1. To the east across from Palm City Road is an existing Audubon office. The property is within the CRA and is illegible for the East Stuart regulations. The applicant desires to develop the property in a similar manner as the Single Family and Duplex (SFD) district. The applicant will build in accordance with the City's Land Development Code, under SFD regulations. The future land use must change to East Stuart in order to utilize the SFD zoning and apply the MUCCU. Within the conditions of approval attached, the applicant shall subdivide the property thru a plat approved by the City Commission. This plat must comply with the site plan approved in the conditions of approval. If the plat is not approved by the deadline, or the MUCCU is revoked for any reason, the future land use and zoning designations will revert to the original Residential Low and R-1 zoning.

The application has been reviewed for consistency with the City's Comprehensive Plan. Under the current zoning, the property could be subdivided into four (4) single family homes. The rezoning would allow for the construction of a total of seven (7) single family and duplex homes. The density of this subdivision would be less than 8.7 units per acre for the single-family portion, and less than 11.2 units per acre for the duplex portion, which is currently allowed in the Residential Low designation. The overall density is 10 units per acre.

It is important to note that the property is a combination of six (6) 50' wide platted lots that fall under the code as having the same owner of adjacent platted lots. The Lake Clare plat is attached, and the platted lots are lot numbers 1,2,3,10,11, and 12. The applicant is requesting the use of lots #1, #2 and #3 to be subdivided again just as they were platted, while combining lots #10, #11 and #12 into two 75 foot lots.

As a neighborhood that was built upon plats that allowed 50-foot lots, there are several examples of 50' lots in the Lake Clare Plat, as well as adjacent plats west of the property, along SE 5th Street, SE Stypmann Boulevard and SE 6th Street. The applicant has provided an analysis of surrounding uses along Martin Luther King Jr. Blvd as well, which includes commercial and multi-family uses in the vicinity.

Furthermore, the applicant is providing supply for smaller homes that would be market rate and attainable. The SFD regulations promote walkability and a high standard of architecture.

Staff has attached the East Stuart regulations with this agenda item. The SFD district shall comply with the regulations in Section 3.01.03.C. It is important to note that the underlying Land Use of East Stuart is consistent with the designation of the property as part of the CRA, and the density and land uses allowed on the property are controlled through the MUCCU. The uses are restricted to single family, detached and duplex units. And the density is capped at an average of 10 units per acre.

An application for a rezoning from R-1 zoning to the UN District (on the same property) was considered by the Community Redevelopment Board at their June, 2nd, 2020 meeting. The application was denied, please refer to CRB minutes extract attached to this item. The present application addresses some of the CRB's concerns in that the application will now allow a site plan to be conditioned as part of any approval.

The CRB voted 4 to 2 to approve a FLUM amendment to East Stuart, a rezoning to Single Family and Duplex (SFD) with an additional condition of approval that hedges are required along all front yards and the sides adjacent to R-1 property. Staff has modified the ordinance and staff report to reflect the CRB's recommendation.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2439-2020 on first reading.

ATTACHMENTS:

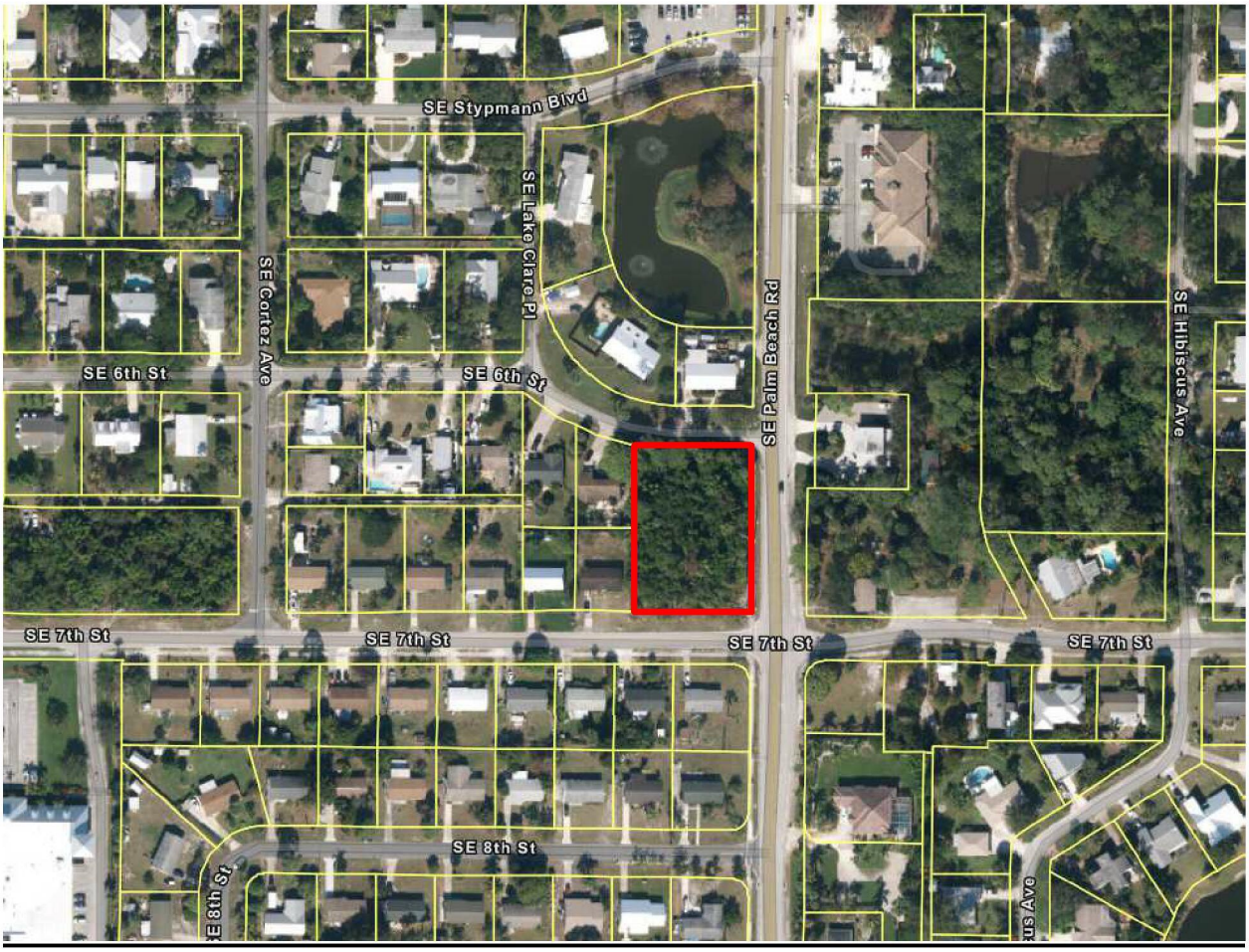
	Description	Upload Date	Type
🗋	A. Staff Report	8/14/2020	Staff Report
🗋	B. Ordinance 2439-2020	8/14/2020	Ordinance add to Y drive
🗋	C. Site Plan	7/23/2020	Exhibit
🗋	D. Survey	5/27/2020	Exhibit
🗋	E. East Stuart Regulations	8/14/2020	Backup Material

F. Staff Comp Plan Review	7/23/2020	Backup Material
G. Staff CRA Plan Review	7/23/2020	Backup Material
H. Lake Clare Plat	7/23/2020	Attachment
I. Application	7/23/2020	Backup Material
J. Justification Statement - Applicant	7/23/2020	Backup Material
K. Area Analysis - Applicant	7/23/2020	Backup Material
L. Approved CRB Minutes Extract	7/24/2020	Backup Material

CITY OF STUART
City Commission
August 24, 2020

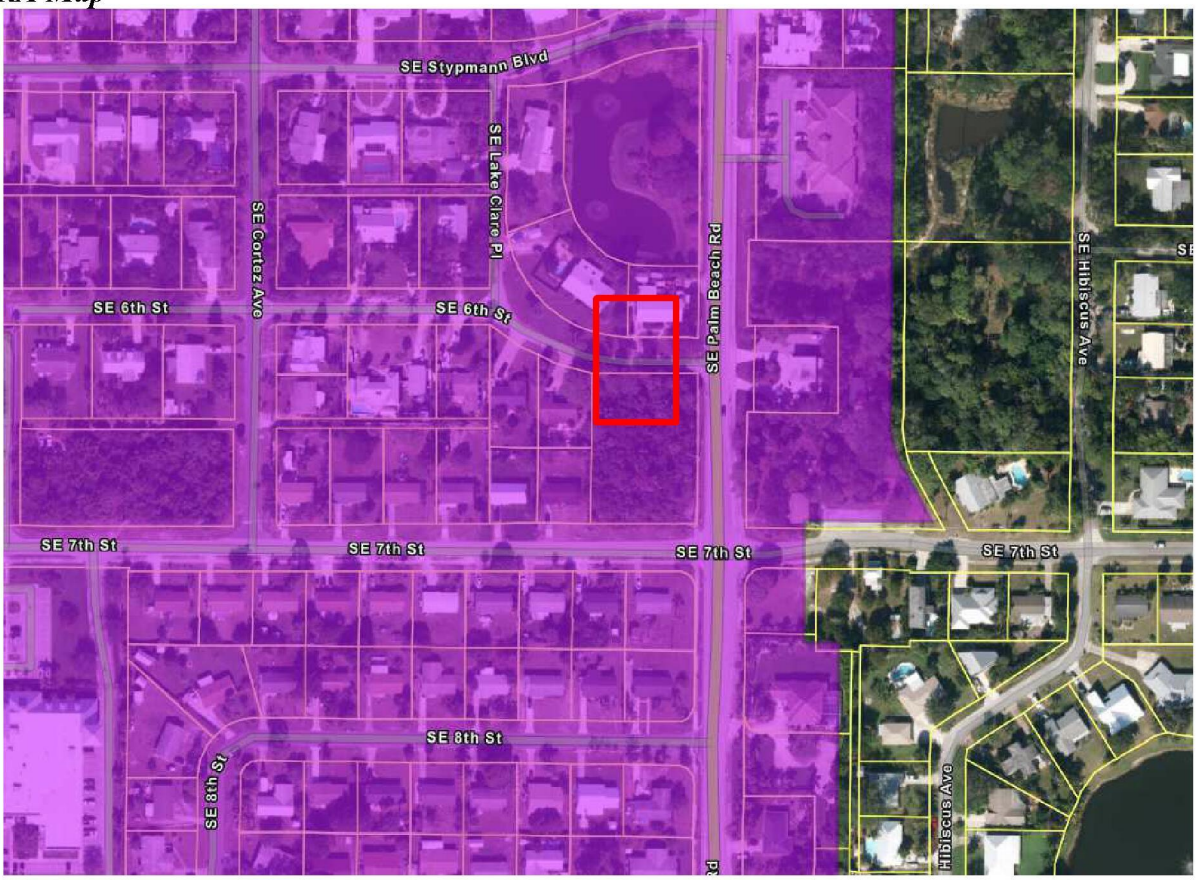
Project Name: Lone Palm Property Investments, LLC Rezoning	**Property Owners:** Lone Palm Property Investments, LLC
Project No.: Z20050004	**Applicant/Petitioner:** Lone Palm Property Investments, LLC
Ordinance No: 2439-2020	**Agent:** Don Cuozzo, Cuozzo Planning Solutions, LLC
	Case Planner: Stephen Mayer
Location: PCN#: 04-38-41-011-004-00010-3	

Location Map

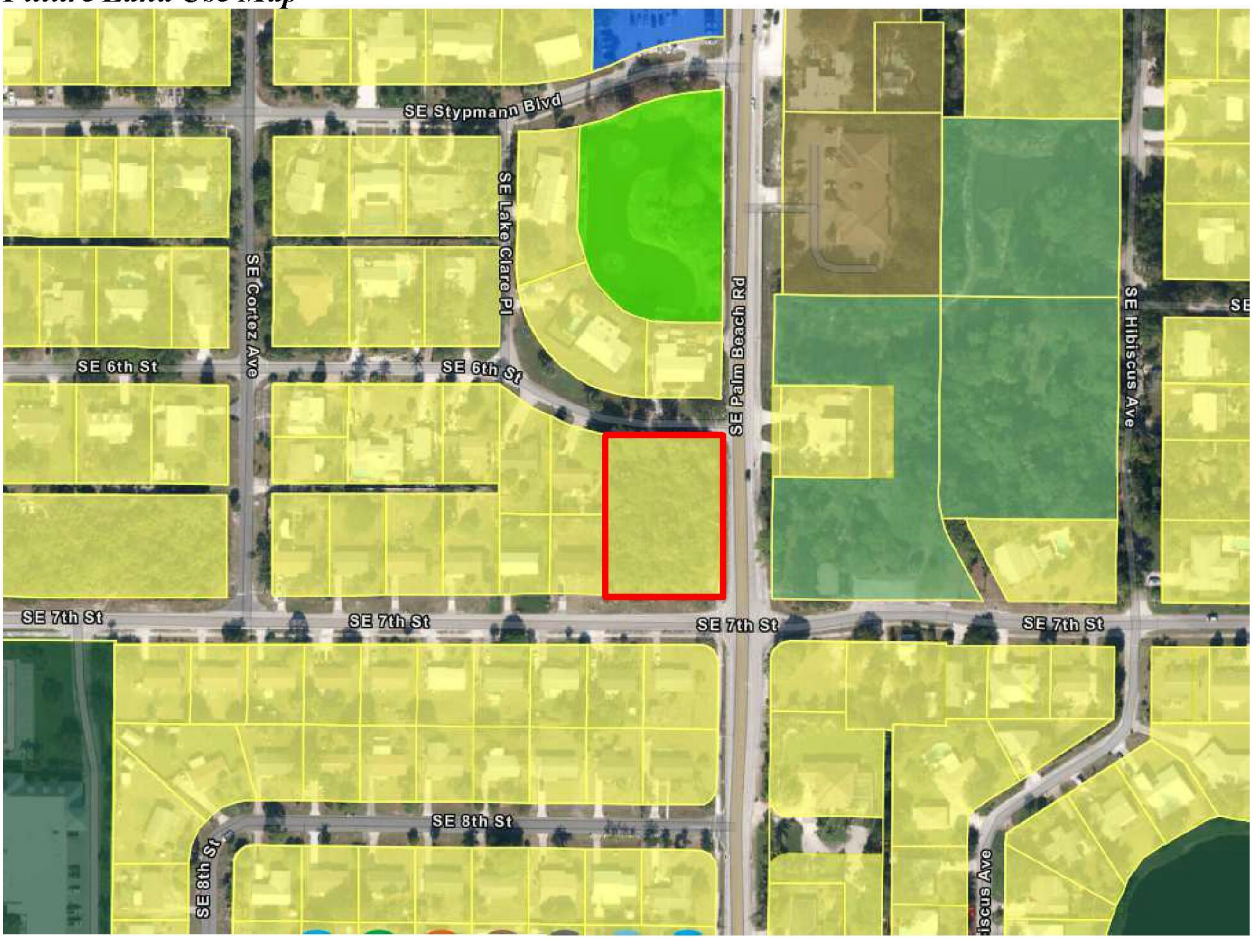


PROJECT SUMMARY		
Property Size (area)		0.72 acres
Present Use		Undeveloped
Subject Property Land Use		Residential Low Density
Adjacent FLU	*North*	Low Density Residential
	South	Low Density Residential
	East	Low Density Residential
	West	Low Density Residential and Public
Subject Property Zoning		R-1 within the Community Redevelopment Agency (CRA)
Adjacent Zoning	*North*	R-1
	South	R-1
	East	R-1
	West	R-1
Proposed Zoning District		East Stuart/ Single Family and Duplex (SFD) subdistrict
Proposed Land Use		East Stuart
Proposed Use		Residential, Single Family and Duplex
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time Public Works – No comments at this time Police Department – No comments at this time
Brief Explanation		The subject property is .72 acres. The applicant is requesting a rezoning the subject property within the Community Redevelopment Agency (CRA) boundary from Single-Family, General (R-1) zoning to East Stuart, with a subdistrict designation of Single Family and Duplex
Staff Recommendation: Staff recommends approval of Ordinance 2439-2020, consisting of a future land use map amendment to East Stuart, rezoning to Single Family and Duplex (SFD) and a Major Urban Code Conditional Use approval.		

CRA Map


SE Stypmann Blvd
SE Lake Clare Pl
SE Cortez Ave
SE 6th St
SE 6th St
SE Palm Beach Rd
SE Hibiscus Ave
SE 7th St
SE 7th St
SE 7th St
SE 7th St
SE 8th St
SE 8th St
Hibiscus Ave

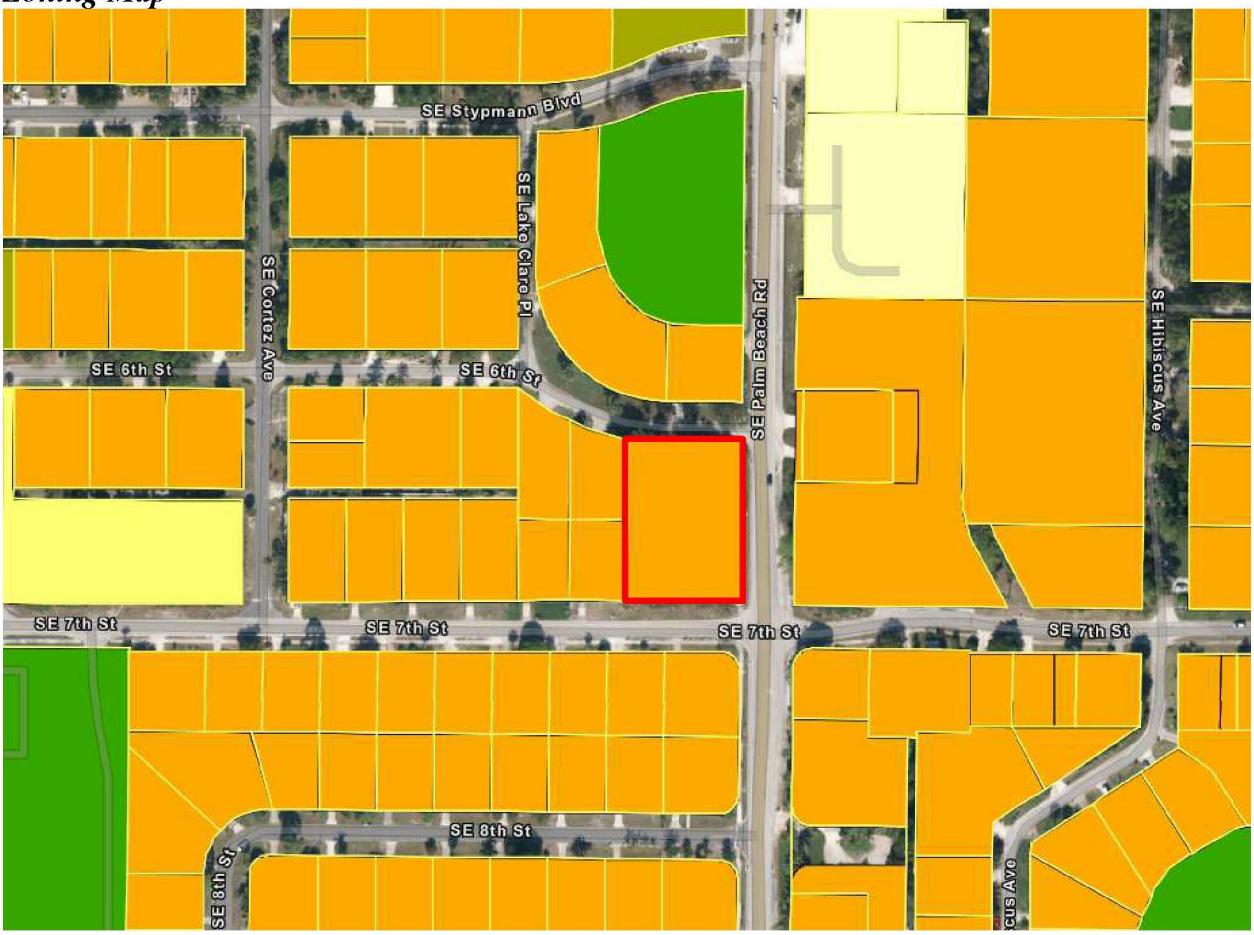
Future Land Use Map



Future Land Use

- Commercial
- Conservation
- Annexed with Martin County Future Land Use
- Downtown
- E Stuart
- Industrial
- Institutional
- Low Denisty Residential
- Marine and Industrial
- Neighborhood/Special
- Office- Residential
- Public
- Recreation
- Multi-Family Residential

Zoning Map



- BMU: East Stuart Business and Mixed Use
- County Zoning
- CPUD: Commercial Planned Unit
- GRO: East Stuart General Residential and Office
- H: Hospital
- I: Industrial
- IPUD: Industrial Planned Unit Development
- MXPUD: Mixed- Use Planned Development
- PSPUD: Public Service Unit Development
- P: Public
- R-1A: Residential- Single Family Estate
- R1: Single Family- General
- R-2: Duplex
- R-3: Multifamily/Office
- RPUD: Residential Planned Unit
- SFD: East Stuart Single Family & Duplex
- Urban Code: Urban Center
- Urban Code: Urban General
- Urban Code: Urban Highway
- Urban Code: Urban Neighborhood
- Urban Code: Urban Waterfront
- UPUD: Urban Planned Unit Development

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The application for future land use change to Downtown Development, re-zoning district designation to Single Family and Duplex (SFD) and MUCCU have been noticed in accordance with the requirements set forth in Sections 11.01.06 of the Land Development Regulations.

B. Site Posting Date: 7/20/2020

C. Mail Notice Postmark: 7/20/2020 to property owners within 300 feet

D. Publication Date: 10 days prior to the adoption hearing, Section 11.01.06

II. RE-ZONING/FLUM AMENDMENT AND MUCCU, Ordinance. 2439-2020 (Attachment A)

III. APPLICATION (Attachment B): Dated May 15, 2020, reapplication July 20, 2020

IV. HISTORY OF THE SITE

The subject property is located undeveloped land located between Martin Luther King Jr. Blvd and SE 6th Street, west of Palm Beach Road. The applicant/owner is Lone Palm Property Investments, LLC. The applicant is requesting a change to the Future Land Use Map and Zoning Map designation from Residential Low/Residential, Single Family (R-1) to Downtown Development/Urban Neighborhood (UN) subdistrict, within the Urban District. On February 8, 2016, the City Commission voted to include the property within the CRA via Ordinance 2320-2016. The property is undeveloped and vacant. The current owner has purchased the property with the intent to divide the 0.72-acre lot into two conforming East Stuart/ SFD properties and build three (3) single family residences in 50' lot width configuration or two (2) duplex homes (total of four units) in 75' lot configurations, for a total of seven (7) units. These units will face SE 6th Street and Martin Luther King Jr. Boulevard as shown on the site plan.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property totaling 0.72 acres located between Martin Luther King Jr. Blvd and SE 6th Street, west of Palm Beach Road. To the north, south, and west adjacent to the property, are single family homes zoned R-1. To the east across from Palm City Road is an existing Audubon office. The property is within the CRA and is illegible for the East Stuart regulations. The applicant desires to develop the property in a similar manner as the East Stuart district. The applicant will build in accordance with the City's Land Development Code, under Single Family and Duplex (SFD). The future land use must change to East Stuart in order to utilize the SFD zoning and apply the MUCCU. Within the conditions of approval attached, the applicant shall subdivide the property thru a plat

approved by the City Commission. This plat must comply with the site plan approved in the conditions of approval.

B. Land Use Change, Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's Comprehensive Plan. Under the current zoning, the property could be subdivided into four (4) single family homes. The rezoning would allow for the construction of a total of seven (7) single family and duplex homes. The density of this subdivision would be less than 8.7 units per acre for the single-family portion, and less than 11.2 units per acre for the duplex portion, which is currently allowed in the Residential Low designation. The overall density is 10 units per acre.

It is important to note that the property is a combination of six (6) 50' wide platted lots that fall under the code as having the same owner of adjacent platted lots. The Lake Clare plat is attached, and the platted lots are lot numbers 1,2,3,10,11, and 12. The applicant is requesting the use of lots #1, #2 and #3 to be subdivided again just as they were platted, while combining lots #10, #11 and #12 into two 75 foot lots.

As a neighborhood that was built upon plats that allowed 50-foot lots, there are several examples of 50' lots in the Lake Clare Plat, as well as adjacent plats west of the property, along SE 5th Street, SE Stypmann Boulevard and SE 6th Street. The applicant has provided an analysis of surrounding uses along Martin Luther King Jr. Blvd as well, which includes commercial and multi-family uses in the vicinity.

Furthermore, the applicant is providing supply for smaller homes that would be market rate and affordable. They will abide by the East Stuart zoning regulations, which promote walkability and a high standard of architecture.

Section 11.01.02.7 Rezoning to Single Family and Duplex of the Land Development Code requires the CRB to consider the following criteria prior to making an advisory recommendation to the City Commission.

1. *The existing land use pattern;*

   The proposed land use pattern has been established as Residential. The rezoning and land use change is consistent with this pattern. It is important to note that the East Stuart district does not restrict uses to residential only, but the SFD zoning district does limit to residential single family and duplex only. Adopting the MUCCU conditions of approval shall restrict the uses to residential only as well.

2. *The possible creation of an isolated district unrelated to adjacent and nearby districts;*

   The proposed rezoning to SFD would create an isolated zoning classification regarding adjacent classifications of zoning. However, the property is within the CRA, and in proximity to East Stuart zoning district. Ultimately the whole of the

expanded CRA area will need to be rezoned at some time in the future. The East Stuart SFD zoning district allows for up to 17 units per acre, and lots that are 50' in width.

3. *The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;*

   The intended use of the subject property as seven (7) single family homes and duplex units would not encourage the type and intensity of development that would result in overtaxing of schools, utilities, or streets.

4. *The possible overloading of the City's sewage collection, treatment and disposal facilities:*

   The type and intensity of development is not anticipated to overload the City's utility services.

5. *The possible overloading of the City's drainage system;*

   The type and intensity of development that is feasible is not anticipated to overload the City's utility services.

6. *The existing district boundaries in relation to existing conditions on the subject property;*

   There are no issues in this regard.

7. *The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate;*

   The levels of service on the roadways will handle the additional capacity of an additional three homes. The rezoning is anticipated to result in a de minimus increase in traffic.

8. *The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;*

   The type and intensity of development is feasible and would not create an adverse impact to nearby neighborhoods and is consistent with the goals of development, the CRA and the design principles of the area that will continue to surround the site.

9. *The impact of the rezoning upon the flow of light and air to adjacent areas;*

The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

10. The impact of the proposed rezoning upon property values in the adjacent area;

The rezoning to SFD would likely result in an increase in property values in the adjacent area by having new housing stock nearby, rather than an empty lot.

11. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations; and

The rezoning to SFD would not impact adjacent properties to improve or develop in accordance with existing regulations.

12. The existence of other adequate sites in the City for the proposed use in districts already permitting such use.

The subject location is ideal for single family or duplex residences due to the proximity to surrounding residential and family.

VI. PRIOR CRB HEARING AND PUBLIC COMMENT

This application was previously heard at the June 2, 2020 CRB hearing as a rezoning only. The CRB voted 4 to 2 to deny the application. Residents in the area of the proposed site expressed concern for additional traffic on the roads, additional driveways, and greater density above the four single family lots that the property is permitted to build. The residents were opposed to allowing duplexes and opposed to any additional units being allowed through the original rezoning application. The applicant has met with staff and public officials regarding the project. The applicant has hired a planning consultant and has reapplied for a comprehensive future land use change, rezoning and a MUCCU, which would restrict the uses, the density and lot configuration as shown on the site plan.

On August 4, the CRB voted 4 to 2 to approve the new application, which includes a Future Land Use Map Amendment to East Stuart, a rezoning change to Single Family and Duplex (SFD), and to add a condition of approval to make a 3 to 4 foot hedge mandatory along all the front yards, and along the side yards of those lots adjacent to R-1 property.

VII. STAFF RECOMMENDATION (APPROVAL)

Staff has determined that the future land use change to East Stuart, rezoning to Single Family and Duplex (SFD) and the approval of the Major Urban Code Conditional Use is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Furthermore, staff has determined that allowing an additional three single-family residences/duplex units over the existing

property rights on the site is consistent with the Land Development Code and recommends Ordinance No. 2439-2020.

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2439-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART'S COMPREHENSIVE PLAN VIA A SMALL-SCALE COMPREHENSIVE MAP AMENDMENT FROM RESIDENTIAL LOW TO EAST STUART; REZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) TO EAST STUART/SINGLE FAMILY AND DUPLEX SUBDISTRICT (SFD) ON THE CITY'S OFFICIAL ZONING MAP; AND APPROVING A MAJOR URBAN CODE CONDITIONAL USE FOR PROPERTY TOTALING 0.72 ACRES, LOCATED BETWEEN MARTIN LUTHER KING JR. BOULEVARD AND SE 6th STREET, WEST OF PALM BEACH ROAD; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED TO ALLOW THE DEVELOPMENT OF TWO DUPLEX LOTS AND THREE SINGLE FAMILY LOTS; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 24, 2020, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Lone Palm Property Investments, LLC (owner) of .72 acres of undeveloped land located between Martin Luther King Jr. Blvd and SE 6th Street, west of Palm Beach Road, and

WHEREAS, the City of Stuart has determined the need to change the Future Land Use designation from Residential Low to East Stuart, and the zoning from Single-Family, General (R-1) to Single Family and Duplex (SFD) for said lands within the Community Redevelopment Agency (CRA) boundary; and

WHEREAS, the City Commission has considered the Petitioner's voluntary request for future land use and zoning designations and has also considered the recommendation of City staff; and

WHEREAS, the owner has committed to the City that its development will comply with all development codes, plans, standards and conditions of the Major Urban Code Conditional Use, approved by the City Commission; comply with the use and density restrictions of the underlying Future Land Use of Downtown Redevelopment; and that it will bind its successors in title to any such commitments made upon this ordinance; 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, this residential development will be in harmony with surrounding properties and their anticipated development; and

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law; and

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A site plan depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference.

Development conditions including a timetable for construction attached hereto as **Exhibit "C"** and made a part hereof by reference.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The land use designation in the City's Comprehensive land Use Plan shall be established as "East Stuart". The Zoning designation of the subject property shall be established as "Single Family and Duplex" on the City of Stuart's Official Zoning Map.

SECTION 2: 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, the City's Comprehensive Plan, and the Major Urban Code Conditional Use approval.

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 4: 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 5: Following the adoption and acceptance of this ordinance by the Owners, 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 property or any portion of the 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 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: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 7: 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.

SECTION 8: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2020.

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

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

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS PROPERTY IN ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

Lone Palm Property Investments, LLC

_____

Ransom R. Hartman, Manager and Owner

OWNER'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

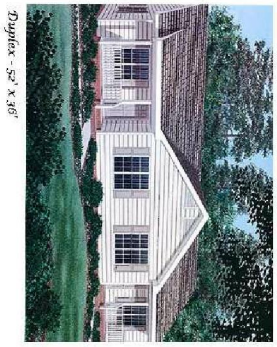
Notary Seal:

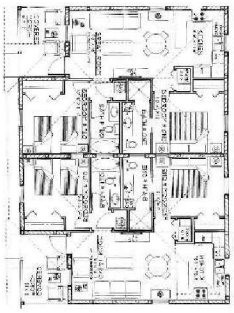
EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3, 10, 11 AND 12, BLOCK 4, LAKE CLARE SECTION, ST. LUCIE ESTATES, ACCORDING TO THE PLAT THEREOF, FILED APRIL 20, 1927, RECORDED IN PLAT BOOK 1, PAGE 66, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT "B"



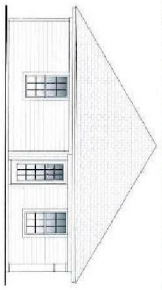




Conceptual Site Plan

North
Scale: 1" = 20'







Lone Palm
City of Stuart, Florida

Conceptual Design Group Inc.

Sheet 1 of 1

EXHIBIT "C"

DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The Lone Palm Property Investments MUCCU, specifically the subdivision of the two duplex lots and three single family lots shall comply with the following drawings:

    a. Final Site Plan, Sheet 1 of 1, prepared by Conceptual Design Group, Inc. dated 7.15.2020

2. Any modifications to the Master RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, 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.

Density and Allowable Uses

3. Only the following uses shall be permitted:
    a. Single Family, detached
    b. Single Family, Duplex
4. The maximum number of units that are approved is seven (7) dwelling units.

Prior to Issuance of Site Permits

5. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

6. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

7. The duplex units shall share driveways so that there will only be 2 driveways entering Martin Luther King Jr. Boulevard.

8. Each property is required to install and maintain a hedge no less than 3-foot-high and no more than 4-foot-high, along the front yard and along the side yards adjacent to R-1 property (which is along the western side of the westernmost properties.

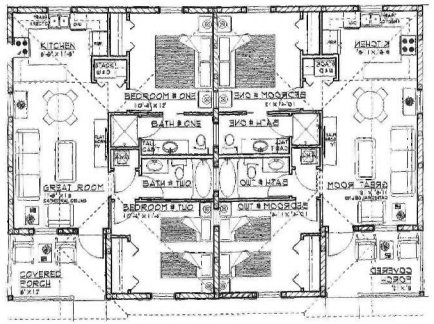
9. Plat approval per Section 11.01.05 of the City Land Development Code, shall occur prior to the issuance of the first building permit.

10. The applicant shall acquire plat approval prior to August 1, 2022, or the Major Conditional Use approval is null and void. If the Major Conditional Use approval becomes null and void for any reason, the Future Land Use Map and Zoning District designations shall revert to Residential Low Density and Residential, Single Family (R-1).





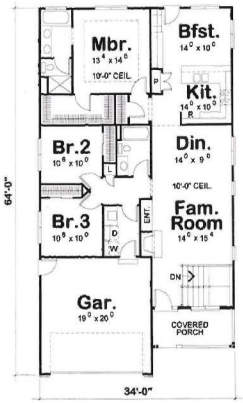
Duplex - 52' x 36'



Single Family - 34' x 64'







Conceptual Site Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
909 East Ocean Boulevard, Suite 1304
Stuart, Florida 34994
(772) 334-2190
LC: 26000798

Lone Palm

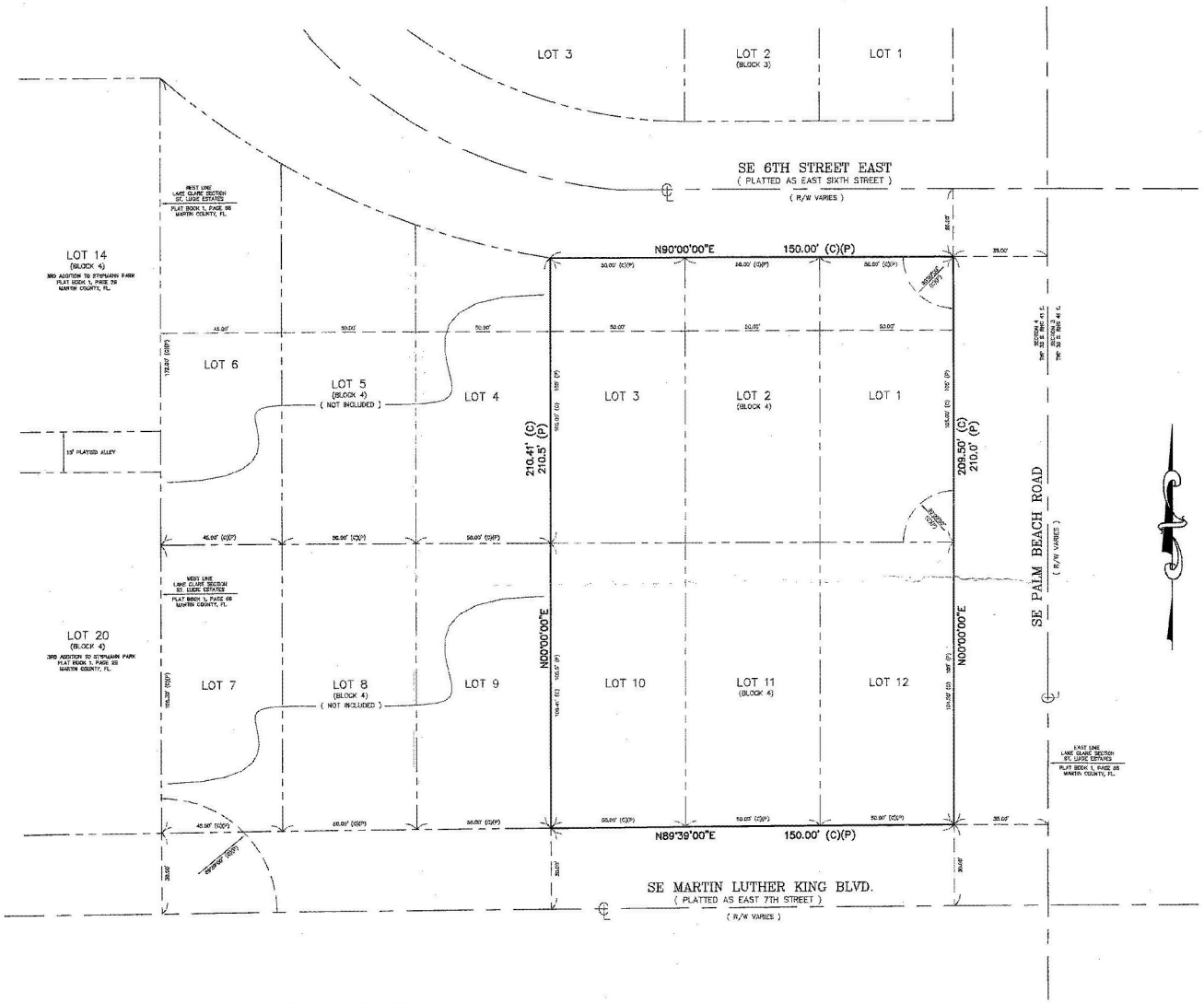
City of Stuart, Florida

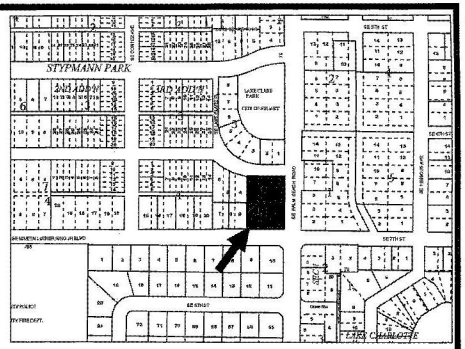
Job No. 20-001
Drawn By JWS
Submittal Dates 7-15-2020

Revision Dates

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet 1 of 1





LOCATION MAP

LEGAL DESCRIPTION

LOTS 1, 2, 3, 10, 11 AND 12, BLOCK 4, LAKE CLARE SECTION, ST. LUCIE ESTATES, ACCORDING TO THE PLAT THEREOF, FILED APRIL 20, 1927, RECORDED IN PLAT BOOK 1, PAGE 66, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

AC	ACRE	EOP	EDGE OF PAVEMENT	N & TT	NAIL & TIN TAB	PRO	PROPATED
A/C	AIR CONDITIONER	EOW	EDGE OF WATER	N & W	NAIL & WASHER	R	RADIUS
ALUM	ALUMINUM	EM	ELECTRIC METER	NAVD	NATIONAL GEODETIC VERTICAL DATUM	RAD	RADIAL
ANC	ANCHOR	EO	ELECTRIC FENCE/OE	NO ID	NO IDENTIFICATION	RRS	RAILROAD SPIKE
APPROX	APPROXIMATE	ELEV	ELEVATION	NR	NON RADIAL	RES	RESIDENCE
ASPH	ASPHALT	ENT	ENTRANCE	NAD	NORTH AMERICAN DATUM	RLS	REGISTERED LAND SURVEYOR
AVE	AVENUE	EX FD	EXISTING ELEVATION	ORB	OFFICIAL RECORD BOOK	RCP	REINFORCED CONCRETE PIPE
BENCH	BENCHMARK	FT	FEET	O/S	OFFSET	R/W	RIGHT OF WAY
BLDG	BOULEVARD	F	FIELD MEASUREMENT	OH	OVERHANG	SS	SANITARY SEWER
BLVD	BUILDING	FNC	FENCE	OHW	OVERHEAD WIRE	SECT	SECTION
BM	BENCHMARK	FFE	FINISHED FLOOR ELEVATION	PG	PAGE	SET I.D.	SET IRON ROD & CAP (ID#)
CATV	CABLE TELEVISION BOX	FH	FIRE HYDRANT	PC	POINT OF CURVATURE	SET P.K.	SET P.K. NAIL & WASHER (ID#)
CB	CABLE TELEVISION	FPL	FLORIDA POWER & LIGHT	PC & TT	PARKER-KALON NAIL & TIN TAB	S/T	SET TACK
CB	CATCH BASIN	FND	FOUND	PK & W	PARKER-KALON NAIL & WASHER	S/W	SIDEWALK
CA	CENTRAL ANGLE	GOVT	GOVERNMENT	PVMT	PAVEMENT	SBT	SOUTHERN BELL TELEPHONE BOX
CLF	CHAINLINK FENCE	HSE	HOUSE	PRM	PERMANENT REFERENCE MONUMENT	S.F.	SQUARE FEET
CM	CHORD	I & E	INGRESS & EGRESS EASEMENT	P	PLAT	S/D	SUBDIVISION
CONC	CONCRETE	INVT	INVERT	PRC	PLAT/DEED		STANDARD
CBS	CONC. BLOCK STRUCTURE	IP	IRON PIPE	POC	POINT OF COMPOUND CURVATURE	STC	STANDARD CONSTRUCTION EASEMENT
CCR	CONCRETE MONUMENT	IR	IRON ROD	PC	POINT OF CURVATURE	TOS	TOP OF SLOPE
CNCR	CONCRETE NAIL (ROD	IR & CG	IRON ROD & CAP	PI	POINT OF INTERSECTION	TOE	TOE OF SLOPE
CPP	CONCRETE POWER POLE	IP & C	IRON PIPE & CAP	POB	POINT OF BEGINNING	TWP	TOWNSHIP
COR	CORNER	L	ARC LENGTH	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
COV	COVERED	LE	LANDSCAPE EASEMENT	PRC	POINT OF REVERSE CURVATURE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	LB	LICENSED BUSINESS NUMBER	PRC	POINT OF REVERSE CURVATURE	UE	UTILITY & DRAINAGE EASEMENT
CVD	CORRUGATED VALLEY GUTTER	LS	LIGHT POLE	PT	POINT OF TANGENCY	UE	UTILITY EASEMENT
D	DEED	MF	MAG NAIL & WASHER	PP	PUMP POLE	U/G	UNDERGROUND
D/F	DRAINFIELD	MAG	MAG NAIL	PUE	PRIVATE UTILITY EASEMENT	UP	UTILITY POLE
DE	DRAINAGE EASEMENT	ME	MAINTENANCE EASEMENT	PLS	PROFESSIONAL LAND SURVEYOR	WM	WATER METER
	DRAINAGE FLOW	MH	MANHOLE	R	PROPERTY LINE	WV	WATER VALVE
EASMT	EASEMENT	MHWL	MEAN HIGH WATER LINE	PVCP	PROPOSED	WP	WOOD POWER POLE
EOD	EDGE OF DOMINIC	NL	NAIL	± 17.00	PROPOSED ELEVATION	#	ADDRESS

1. PROPERTY ADDRESS: SE PALM BEACH ROAD
2. CERTIFIED TO:
   -REED HARTMAN

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

Date of field survey: 08/11/2019

NOTES:
1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the West line of subject property, Calculated as North 00°00'00" East, with all others being relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark N/A.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0152G, dated 03/16/2015, locates the parcel in Zone X, base flood elevation N/A, feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.
8. The expected use of the survey and map is for Residential Purposes.
9. All measurements are in accordance with the United States standard, in feet.
10. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

REVISIONS	BY
FILE:	

PREPARED FOR: HARTMAN

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER: 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 6TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772) 288-7176

BOUNDARY SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	08/13/2019
SCALE	1" = 20'
JOB NO.	6406-02-01
SHEET	ONE
OF	ONE SHEETS

3.02.00. - EAST STUART CODE

Sec. 3.02.01. - Area defined.

The East Stuart Code District shall be that geographical area of the City of Stuart as encompassed by the following general description, and more fully described in the City of Stuart community redevelopment plan, dated August 2010:

THE AREA BOUNDED BY MARTIN LUTHER KING, JR. BOULEVARD (FORMERLY KNOWN AS 7TH STREET) TO THE NORTH; THOSE PROPERTIES LOCATED NORTH OF AND CONTIGUOUS TO MARTIN LUTHER KING, JR, BEING LOTS 1-6, BLK 8, , LOTS 1-12, BLK 7, STYPMANN PARK FIRST ADDITION, AND LOTS 15-20, BLK 4, STYPMANN PARK SECOND ADDITION; SE TARPON AVENUE TO THE EAST, INCLUDING THOSE PROPERTIES LOCATED EAST OF AND CONTIGUOUS TO SE TARPON AVENUE; 10TH STREET TO THE SOUTH, AND SR A1A TO THE WEST, PLUS THE PRIVATE PROPERTY FRONTING THE SOUTH SIDE OF 10TH STREET.



Sec. 3.02.02. - East Stuart Code District.

A. *Title.* The provisions of this section shall be known as the "East Stuart Code District."

Sec. 3.02.03. - Generally.

A. *Intent.* The purpose of this Code is to encourage redevelopment, in-fill development, small business development, affordable housing, historic preservation and restoration, and to promote stability within the East Stuart community by providing standards and development incentives that are not otherwise available. This Code provides development incentives, allows for the replication of historic buildings and calls for historically relevant, durable construction which is harmonious with the architectural heritage of East Stuart.

B. *The East Stuart Code District.* There is hereby established within the City of Stuart the "East Stuart Code District." The boundaries of the district are set forth in Exhibit 3.01.07.04.

C. *Applicability.* The provisions of this Code shall apply to development within the East Stuart Code District. The standards and regulations set forth at section 3.02.05 below shall apply to new development, and to substantial renovation. The architectural criteria at section 3.02.09 below shall apply to new development, to substantial renovation, and to exterior renovation that affects more than 50 percent of the facade of a building. All major development shall adhere to the site design qualitative development standards outlined in section 6.00.04.

D. *Effective date.* The provisions of this Code shall apply to all development within the East Stuart Code District for which a complete application for a development permit pursuant to submittal requirements of plan document as defined in chapter XI of this Code has not been filed with the city development department on or before December 12, 2005.

E. *Non-conforming uses.* Non-conforming uses created by the adoption of this Code shall be deemed legal non-conforming uses subject to the provisions of section 8.03.00 of this Code.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.04. - Administration, enforcement, procedures and penalties.

A. *Administration.* The provisions of this Code shall be administered and enforced by the city development director whose duties shall include receiving and reviewing building permit and other land development permit applications, assisting applicants in procedures required hereunder, making decisions regarding the

application of the East Stuart District to particular properties, inspecting premises, and issuing permits and certificates of occupancy. Nothing in this Code is intended to conflict with the building codes of the city.

B. *Application permits.* No building or other land development permit shall be issued by the city development director unless all provisions of this Code have been met, including approved exceptions, based on the development review and approval process.

C. *Procedures for application.*

1. *Pre-application conference.* Before beginning any new development, substantial renovation, renovation development, renovation, or demolition on private or public land, applicants are encouraged to schedule a pre-application conference with the city development department to determine the applicability of this Code. Pre-application conferences shall be mandatory for projects requiring major site plan approval as defined herein.

2. *Preliminary development review.* After the pre-application conference, a preliminary design review may be requested by the city development director to include a conceptual site plan and floor plans, and elevations. A non-binding preliminary written response of the city development director may be requested by the applicant.

3. *Application.* After the pre-application conference and preliminary design review if any, an application for development shall be submitted to the city development department in accordance with this Code. Except as modified herein, applications for development permits, excluding interior tenant finishes, within the East Stuart Code District shall meet the submittal requirements of plan document as defined in chapter XI of this Code. Completed applications shall include a general vicinity or location map, legal description, map of vegetative cover, proposed development activities and design, building plans, front, rear, and side architectural elevations, floor elevations, documentation related to streets, parking, and loading; tree removal and protection, landscaping, signs, and any other documentation as required by the city development director in order to demonstrate compliance with this Code.

D.

Major development projects. Major development projects, as defined by this Code, shall be subject to the major development plan approval process described in section 11.01.01.

E. *Violations and remedies.* It shall be unlawful and a violation of this Code for any person to construct, renovate or remodel a building within the East Stuart Code District except in compliance with the provisions of this Code. A violation of this Code shall be deemed a zoning violation. In such event the city development director may initiate code enforcement proceedings to compel compliance. The city commission may initiate appropriate civil proceedings, including, but not limited to, a declaratory action, injunction action and mandamus action to compel compliance.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.05. - Development standards for the East Stuart Code District.

The following sub-districts are intended to regulate building placement, building height, parking, architectural character, outbuildings, signage, and curb cuts, etc. within each respective sub-district. The requirements vary according to the desired type and intensity of development. Three sub-districts are described below:

Business and mixed-use sub-district (BMU). The BMU sub-district encompasses East Stuart's traditional business area, abutting the south side of Martin Luther King Jr. Boulevard adjacent to Central and East Avenues. The area is currently characterized by several vacant parcels, a few scattered single-family and multi-family residences and a small number of businesses. The desired development pattern is limited business and office uses along with mixed-used occupancies combining residential and non-residential uses. The area does not allow for single-family residences or duplexes. A greater intensity of development is envisioned in the BMU sub-district than in any other area of the East Stuart Code District.

General residential and office sub-district (GRO). The GRO sub-district is spread across the East Stuart community and is generally characterized by a mix of single-family residences, duplexes and multi-family apartments. The area permits non-residential uses, including professional offices, but does not accommodate retail or service related businesses. The desired development pattern in GRO is a mix of housing types combined with low intensity non-residential uses.

Single-family and duplex sub-district (SFD). The SFD sub-district, at the center of the East Stuart community, is characterized mainly by single-family and duplex homes. The area permits limited non-residential uses, such as home occupational licenses, but generally prohibits business activities. The desired development pattern in the SFD sub-district is low-density residential.

A. *Business and mixed-use sub-district (BMU).* The following development standards shall apply in the BMU sub-district.

Design Standards	Permitted
Maximum density	Up to 15 units per acre. Up to 30 units per acre by East Stuart Code District Conditional Use.
Minimum lot size	None
Minimum lot width	None
Minimum building setback—Front	Zero lot line front setback (build-to line) required for parcels fronting Martin Luther King Jr. Boulevard, SE Central Avenue and SE East Avenue. [1] 15-foot minimum for all other parcels.
Minimum building setbacks—Side	5 feet for one and two story buildings. 10 feet for full or partial three story buildings. [2]
Minimum building setback—Rear	20 feet
Impervious surface coverage	There shall be no impervious surface coverage requirement; however, all development must meet the requirements of section 6.03.00 entitled "Stormwater Management" of this Code, as amended from time to time.
Maximum number of stories	Up to 3 [3]
Maximum building height	Up to 35 feet (except as otherwise provided)
Outbuildings	Outbuildings may be one or two stories, shall be located behind the rear facade of the principal building and shall be subject to a minimum 5-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than 5 feet separation between an outbuilding and a principal building. One story outbuildings shall not exceed 12 feet in height. Two story outbuildings shall not exceed 25 feet in height.

[1] The eave of roof structure may project no more than two feet into the public right-of-way.

[2] One story buildings shall not exceed 12 feet in height. Two story buildings shall not exceed 25 feet in height. Three story buildings shall not exceed 35 feet in height.

[3] If 25 percent or more of the building is residential, a fourth floor may be permitted by East Stuart Code district conditional use. The maximum building height for a four-story building is 45 feet. Greater setbacks may be required as a condition of approving a fourth floor.

Permitted uses. The following uses shall be permitted by right, or by an East Stuart District major conditional use approval in the BMU sub-district.

Land Use Type	Number of Parking Spaces Required
Residential Land Uses	
Home occupations, as approved by the city development director. Refer to section 2.06.09, Supplemental Use Standards	N/A
Residential units combined with non-residential uses provided all applicable standards for each use are met. Refer to chapter VI, On-Site and Off-Site Development Standards. Not less than 20 percent of the project's total floor space shall be a non-residential use.	1 per residential unit; plus required spaces for the applicable permitted non-residential uses.
Transient Residential Land Uses and Overnight Accommodations	
Hotels, motels	1 per rental room, plus 2 spaces per 3 employees
Rooming and boardinghouses and bed and breakfast inns	0.5 per unit (minimum of one space)
Institutional Uses	
Adult day care centers of three acres or less, by East Stuart Code District conditional use	1 per 200 square feet. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation.
Child care centers of three acres or less, by East Stuart Code District conditional use, refer to section 2.06.04, Supplemental Use Standards.	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Libraries, community centers, any governmental building	1 per 300 square feet

Museum	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Religious institutions and ancillary uses on the same premises of three acres or less. Greater in size by East Stuart Code District conditional use.	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
Schools (private, parochial, technical) of three acres or less, by East Stuart Code District conditional use.	Elementary or junior high school: 1 per classroom, plus 1 space per employee, plus 1 space for each 6 seats in auditorium or other areas that may be used for public assemblies; together with adequate stacking for pick-up/drop-off activities consistent with the student population. High school: 1 space per 3 students, plus 1 space per employee, plus adequate space for ancillary uses as described in other sections of this Code. Technical school: 1 per 10 student stations, plus 1 space per each employee, plus 20 visitor spaces.
Health Care Uses	
Nursing homes.	1 per 4 beds, plus 1 space per 2 employeesCommercial Uses
Art shops/galleries	1 per 300 square feet
Banks/financial institutions	1 per 300 square feet, plus queuing spaces (refer to Section 6.01.07 for queuing requirements)
Bar, provided all provisions of the Stuart Code of Ordinances, chapter 4, Alcoholic Beverages, are met.	1 per 4 seats
Barber, Beauty Salons, Specialty Salons	2 per station
Catering shop	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Massage therapy establishment	1 per 300 square feet
Microbreweries and craft distilleries	1 per employee plus 1 per 300 square feet for tasting, tap room, and gift shops.
Office, business or professional, medical, and veterinary.	1 per 350 square feet (professional) 1 per 200 square feet (medical and veterinary)
Retail business or retail service establishment (intensive and non-intensive)	1 per 300 square feet of floor space

Rooftop dining, as defined by this Code, is permitted as a major conditional use, and in accordance with the supplemental standards set forth in section 2.06.19.	
Theatres, restaurants-general, excluding drive-in theatres, drive-in or drive-through restaurants.	1 per 4 seats.
Studios (art, dance, music, exercise)	1 per 300 square feet
Recreational Uses	
Public parks	Dependent upon type of recreational activities provided
Utility and Service Uses	
Public facilities and services	Dependent upon type of facility and service
Public utility	Dependent upon type of utility and any required buildings and employees
Telecommunication Uses	
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	1 per tower
Storage, Transportation and Logistics Uses	
Government provided public parking garages and lots.	
Private parking garages and lots by East Stuart Code District conditional use	N/A
Agricultural Uses	
Community gardens pursuant to section 2.06.08 of this Code	0
Urban farms pursuant to section 2.06.08 of this Code	1 per 4 employees

B. *General residential and office sub-district (GRO).* The following development standards shall apply in the GRO sub-district.

Design Standard	Permitted

Maximum density	Up to 15 units per acre. Up to 30 units per acre by East Stuart Code District conditional use.
Minimum lot size	None
Minimum lot width	None
Minimum building setback—Front	15 feet
Minimum building setbacks—Side	5 feet for one and two-story buildings. 15 feet for full or partial three-story buildings [4]
Minimum building setback—Rear	20 feet
Maximum impervious surface coverage	Up to 65% [5] (See note 1. below)
Maximum number of stories	Up to 3 [6]
Maximum building height	Up to 35 feet (except as otherwise provided)
Outbuildings	Outbuildings may be one or two stories, shall be located behind the rear facade of the principal building and shall be subject to a minimum 5 foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than 5 feet separation between an outbuilding and a principal building. One story outbuildings shall not exceed 12 feet in height. Two story outbuildings shall not exceed 25 feet in height.
	An outbuilding may be used for a single detached accessory dwelling unit providing the following requirements are met:
	1. It is located on the same lot as a single-family detached home.
	2. A detached accessory dwelling unit shall not exceed one story in height. The unit may be located on a second story if the first story is utilized as a garage or storage facility.
	3. An accessory dwelling unit to be located on the second story of a detached garage or storage facility shall be set back a minimum of 10 feet from the rear property line.
	4. The accessory dwelling unit shall contain one full bath and kitchen facilities.
	5. An accessory dwelling unit and the primary dwelling unit shall be occupied by members of a single family as that term is defined in this Code. The accessory dwelling unit shall use the same street address.

Note 1. The applicant must show either that the soils of the site can be proven to accommodate the additional runoff via soil boring tests by a registered professional engineer, or	
	(a) The runoff created by the additional coverage will be retained on-site via retention facilities for a ten-year, three-day storm event for lots which are not more than one acre and for a 25-year, three-day event for lots which are one acre or greater in area; and
	(b) Retention areas will not be located above drain fields; and
	(c) Retention areas shall be not more than two feet deep unless a professional engineer certifies the appropriate plans and installation; and
	(d) All improvements will show compliance with section 6.03.00, Stormwater Management of this Code.

[4] One story buildings shall not exceed 12 feet in height. Two story buildings shall not exceed 25 feet in height. Three story buildings shall not exceed 35 feet in height.

[5] May exceed 65 percent by East Stuart Code district conditional use.

[6] If 25 percent or more of the building is residential, a fourth floor may be permitted by East Stuart Code district conditional use. The maximum building height for a four-story building is 45 feet. Greater setbacks may be required as a condition of approving a fourth floor.

Permitted uses. The following uses shall be permitted in the in the GRO sub-district.

Land Use Type	Number of Parking Spaces Required
Residential Land Uses	
Detached accessory dwelling unit, ancillary to a primary single-family structure, as defined in this Code. Refer to section 6.09.02, General standards and requirements	N/A
Duplex dwelling units	1 per unit
Family day care home in a residence	2 per dwelling unit plus adequate space for pick-up and drop-off.

Home occupations, as approved by the city development director. Refer to section 2.06.09, Supplemental Standards	N/A
Multi-family dwelling units	1 per unit
Single-family dwelling unit	1 per unit
Transient Residential Land Uses and Overnight Accommodations	
Rooming and boardinghouses and bed and breakfast inns	0.5 per unit (minimum of one space)
Institutional Uses	
Adult day care centers of three acres or less, by East Stuart Code District conditional use.	1 per 200 square feet. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation.
Child care centers of three acres or less, by East Stuart Code District conditional use. Refer to section 2.06.04, Supplemental Use Standards	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Libraries, community centers, any governmental building	1 per 300 square feet
Religious institutions and ancillary uses on the same premises of three acres or less. Greater in size by East Stuart Code District conditional use	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
Schools (private, parochial, and technical) of three acres or less by East Stuart Code District conditional use	Elementary or junior high school: 1 per classroom, plus 1 space per employee, plus 1 space for each 6 seats in auditorium or other areas that may be used for public assemblies; together with adequate stacking for pick-up/drop-off activities consistent with the student population. High school: 1 space per 3 students, plus 1 space per employee, plus adequate space for ancillary uses as described in other sections of this code.Technical school: 1 per 10 student stations, plus 1 space per each employee, plus 20 visitor spaces.
Health Care Uses	
Nursing homes	1 per 4 beds, plus 1 space per 2 employees
Commercial Uses	
Office, business or professional, medical, and veterinary.	1 per 350 square feet (professional)1 per 200 square feet (medical and veterinary)

Recreational Uses	
Public parks	Dependent upon type of recreational activities provided
Utility and Service Uses	
Public facilities and services	Dependent upon type of facility and service
Public utility	Dependent upon type of utility and any required buildings and employees
Telecommunication Uses	
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	1 per tower
Agricultural Uses	
Community gardens pursuant to section 2.06.08 of this Code	0
Urban farms pursuant to section 2.06.08 of this Code	1 per 4 employees

C. *Single-family duplex sub-district (SFD).* The following development standards shall apply in the SFD sub-district.

Design Standard	Permitted
Maximum density	Up to 17 dwelling units per acre.
Minimum lot size	None
Minimum lot width	None
Minimum building setback — Front	15 feet
Minimum building setbacks—Side	5 feet for one and two story buildings [7]
Minimum building setback—Rear	20 feet
Maximum impervious surface coverage	Up to 65% [8] (See note 1. below)
Maximum number of stories	Up to 2
Maximum building height	Up to 25 feet

Outbuildings	Outbuildings may be one or two stories, shall be located behind the rear facade of the principal building and shall be subject to a minimum 5 foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than 5 feet separation between an outbuilding and a principal building. One story outbuildings shall not exceed 12 feet in height. Two story outbuildings shall not exceed 25 feet in height.
	An outbuilding may be used for a single detached accessory dwelling unit providing the following requirements are met:
	1. It is located on the same lot as a single-family detached home.
	2. A detached accessory dwelling unit shall not exceed one story in height. The unit may be located on a second story if the first story is utilized as a garage or storage facility.
	3. An accessory dwelling unit to be located on the second story of a detached garage or storage facility shall be set back a minimum of 10 feet from the rear property line.
	4. The accessory dwelling unit shall contain one full bath and kitchen facilities.
	5. An accessory dwelling unit and the primary dwelling unit shall be occupied by members of a single family as that term is defined in this Code. The accessory dwelling unit shall use the same street address.
Note 1. The applicant must show either that the soils of the site can be proven to accommodate the additional runoff via soil boring tests by a registered professional engineer, or	
	(a) The runoff created by the additional coverage will be retained on-site via retention facilities for a ten-year, three-day storm event for lots which are not more than one acre and for a 25-year, three-day event for lots which are one acre or greater in area; and
	(b) Retention areas will not be located above drain fields; and
	(c) Retention areas shall be not more than two feet deep unless a professional engineer certifies the appropriate plans and installation; and

	(d) All improvements will show compliance with section 6.05.00, Stormwater Management of this Code.
	7. One story buildings shall not exceed 12 feet in height. Two story buildings shall not exceed 25 feet in height.
	8. May exceed 65% by East Stuart Code District conditional use.Permitted uses. The following uses shall be permitted in the in the SFD sub-district:
Land Use Type	Number of Required Parking SpacesResidential Land Uses
Detached accessory dwelling unit, ancillary to a primary single-family structure, as defined in this Code. Refer to section 6.09.02, General standards and requirements	N/A
Detached single-family dwelling unit	1 per unit
Duplexes	1 per unit
Family day care home in a residence	2 per dwelling unit plus adequate space for pick-up and drop-off
Group home of six or fewer residents which otherwise meets the definition of a community residential home as defined in chapter XII	1 per 4 beds, plus 1 space per employee
Home occupations, as approved by the city development director. Refer to section 2.06.09, Supplemental Use Standards	N/ARecreational Uses
Public parks	Dependent upon type of recreational activities providedUtility and Service Uses
Public facilities and services	Dependent upon type of facility and service
Public utility	Dependent upon type of utility and any required buildings and employeesAgricultural Uses
Community gardens pursuant to Section 2.06.08 of this Code	0
Urban farms pursuant to Section 2.06.08 of this Code	1 per 4 employees

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.06. - Additional development standards.

A. *Parking.* Except as otherwise provided in use tables above, required off-site parking spaces within the East Stuart Code District shall comply with section 6.01.00, referred to as the "Stuart Parking Code."

B. *On-street parking,* constructed to city code, may be used to offset the required number of off-street parking spaces where it does not currently exist. Such parking shall abut the proposed development, shall meet sound design standards, and shall be constructed at the cost of the applicant for development. An approved revocable permit from the city commission is required for on-street parking.

C. *Payment in lieu of parking ("PILOP").* Up to three required parking spaces for any use permitted in any sub-district may be accommodated via payments to the PILOP program as described in chapter VI of this Code.

D. *Modifications of parking design standards.* Within the East Stuart Code District, parking design standards set forth in section 6.01.14 may be modified as follows:

1. For all but 90-degree parking spaces, the one-way traffic aisle width may be reduced to ten feet. For 90-degree parking spaces, the one-way traffic aisle width may be reduced to 20 feet. Any two-way traffic aisle width may be reduced to 20 feet.
2. The width of a two-way traffic drive aisle may be reduced to 20 feet. The two-way drive aisle width may be reduced from 20 feet to a minimum of 12 feet for parking areas of eight spaces or less. Within a reduced drive aisle area, parking spaces are prohibited, with the exception of parallel parking spaces.
3. Where alleyways are located along the side or rear property lines, said alleyways may be used as the required back-up dimension for parking spaces.
4. For developments requiring ten or fewer parking spaces, parking areas may be constructed with mulch, gravel, turf blocks, paver blocks, or other alternative materials approved by the city development director. Additional maintenance requirements may be required of a developer utilizing alternative materials such as daily sweeping of gravel or mulched areas maintained at a certain depth.

5. The width of parking spaces may be reduced to 8½ feet for up to 20 percent of the required parking.
6. Up to two required parking spaces may be provided as "stacked" spaces, where one parking space is located behind the other.

E. *Storage sheds.* One storage shed may be located on any lot within the East Stuart Code District provided that it is not visible from the principal public right-of-way and complies with setbacks within the applicable sub-district.

F. *Conflicts with utilities.* In instances where the required location of a building, including architectural requirements, conflicts with existing utilities or other public infrastructure, the developer shall be required to relocate such utilities if the cost of relocation is less than five percent of the cost of the proposed building or improvements (excluding land value) and the utilities can be relocated within 150 feet of the subject property. Otherwise, the city development director may adjust the requirements of this Code to rectify any conflicts with utilities or other public infrastructure. No utilities shall be located beneath a principal building.

G. *Historic buildings.* The requirements of this Code may be adjusted by East Stuart Code District conditional use for the purposes of preserving a historic building.

H. *Finished floor elevations.* The requirements of section 6.03.02 B.4. relating to finished floor elevations may be modified if the engineer for a proposed development can demonstrate a lower elevation is appropriate and will not be detrimental regarding flooding to adjacent properties.

I. *Storm water management.* With the proper legal documentation and consent of the property owner, storm water runoff from properties within the East Stuart Code district may be conveyed onto adjacent private properties. Otherwise, storm water runoff must be conveyed to the public right-of-way, and the quality of the runoff must be considered. Proposed development may not obstruct existing drainage patterns. If a site is designed such that storm water is captured by an internal storm water management system, the applicant must illustrate how the storm water reaches the public storm water management system. If a site is designed such that there is no internal storm water management system, the applicant must illustrate how the storm water runoff will be conveyed to the public storm water management system and demonstrate that said system could accommodate the additional runoff. Pervious surfaces such as perforated pavers,

mulched areas, and other similar examples may be considered in the calculation for storm water detention. For all development, storm water quality treatment prior to discharge is required to comply with Section 6.03.00 of this Code.

J. *Screens.* All rooftop utilities and facilities such as air conditioning units, as well as all exterior mechanical equipment, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.

K. *Fences.* Fences shall adhere to the requirements in section 6.09.05 except for the following: fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a fence may be six feet in height.

L. *Parapet walls.* A parapet wall shall not exceed 24 inches in height, provided however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment or to achieve architectural enhancement. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.

M. *Residential rooftop use occupancy.* Occupancy Residential uses of a flat rooftop, which shall be limited to uses which are ancillary to residential occupancies only and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this code, no permanently affixed structures, including, gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.

N. *Rooftop dining.* Rooftop dining, as defined by this Code, is permitted as a major conditional use, and in accordance with the supplemental standards set forth in section 2.06.19.

O. *Dumpster enclosures.* Dumpster enclosures shall comply with section 6.08.00 of this Code.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.07. - Uses prohibited in the East Stuart Code District.

A. Adult businesses are prohibited throughout the East Stuart Code District.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.08. - Density.

A. Up to 17 dwelling units per acre are permitted in the SFD sub-district.

B. Up to 15 dwelling units per acre are permitted in the BMU and GRO sub-districts.

C. Up to 30 dwelling units per acre may be permitted in the BMU and GRO sub-districts by an East Stuart Code District conditional use.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.09. - Landscaping.

A. *Landscaping.* All development in the East Stuart Code District shall comply with the landscaping requirements as described in section 6.04.00, the landscape code, with the following exceptions:

1. The width of landscape buffers shall be determined by the required side and rear setbacks as described in this East Stuart Code, and buffer screens shall be 25 percent of those setbacks.
2. The width of the landscaped strip of land located between parking areas and an abutting public right-of-way shall be the required setback for parking areas for the respective sub-district.
3. The width of the landscaped strip of land located between parking areas and abutting private property shall be the required setback for parking areas for the respective sub-district.
4. The width of the landscaped area located along the sides of a building, which abuts any parking area, shall be 2½ feet.
5. The width of the landscaped strip of land located between the building walls of a multi-family development and parking areas shall be five feet.
6. The width of the landscaped strip of land located between a parking area of a multi-family development and an abutting right-of-way shall be the required setback for parking areas for the respective sub-district.
7. Terminal and interior islands within parking areas may be used for storm water retention.

B. When a permit for new construction or renovation is issued, the owner shall be responsible for planting one shade tree no closer than three feet and no further than five feet from the right-of-way that abuts the front property line. All required shade trees, as defined by chapter VI of this Code, shall be 14 feet in height at installation, and have a DBH of not less than 2½ inches. The development director may grant a reduction for existing trees that meet these requirements.

C. In the case of renovation development and vacant development as described in the landscape code where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site, in planters, in openings within paved areas, or in other locations as determined by the city development director.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.10. - Architectural character.

New development, substantial renovations and major facade improvements within the East Stuart Code District shall be harmonious with the community's traditional architecture, including, but not limited to, early Florida vernacular, cracker, shotgun, conch, Spanish—Mediterranean, bungalow, classic revival—folk Victorian, ranch or other architectural types common to Stuart. The city development director shall determine compliance in this regard.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.11. - Signage.

A. *Signage.* The use of exposed neon tubing on any property is prohibited. All signage in the East Stuart Code District shall comply with the sign requirements as described in section 6.11.00, the sign code, with the following exceptions:

1. Backlit sign panels and internally illuminated cabinet signs shall be prohibited.
2. Signs affixed to the exterior of a building should be architecturally compatible with the style, composition, materials, colors and details of the building and with other signs used on the building site.

(Ord. No. 2062-05, § 1, 1-6-06; Ord. No. 2145-07, § 1, 11-26-07)

Sec. 3.02.12. - Replication of historic buildings.

Notwithstanding section 3.02.05 of this Code, historical buildings, as defined by this Code, including historical buildings that have been demolished, may be rebuilt within the same footprint of the original structure provided the rebuilt structure meets the standards for replication. Nothing in this provision shall counteract existing building and life safety code requirements.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.13. - Re-construction of grandfathered business.

Notwithstanding section 3.02.05 of this Code, the following non-conforming business premises may be re-constructed within its existing building footprint and the current use therein continued. This section shall become null and void in 2020, unless extended by amendment to this Code.

Taylor's Grocery Store, 610 East 10th Street.

Nothing in this provision shall counteract existing building and life safety code requirements.

(Ord. No. 2062-05, § 1, 1-6-06)

Sec. 3.02.14. - East Stuart Code conditional use.

The city commission may grant an East Stuart Code conditional use. The review of an East Stuart Code District conditional use application shall follow the procedures set forth in section 11.01.10 relating to major conditional use approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of an East Stuart Code District conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code and the city comprehensive plan, and will measurably improve the form, function and traditional neighborhood characteristics of East Stuart.

(Ord. No. 2062-05, § 1, 1-6-06)

COMMUNITY REDEVELOPMENT BOARD COMPREHENSIVE PLAN REVIEW

Lone Palm ZONING, FLU, MUCCU

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Objective B1. - Compact urban form.
Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Objective B3. - Desirable pattern of land uses.
Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.
Policy B3.2.All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Policy B3.8.Continue to reduce blighted areas through application of the CRA Plan.

Comp Plan Review

GOAL STATEMENT C

The future land use goal for the Community Redevelopment Area (CRA) [is] to maintain and strengthen the beauty, economic viability, cultural resources and social importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

Objective C3. - Urban redevelopment.

Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:

A. Maintaining or increasing the amount of development and redevelopment.
B.
Policy C3.5.The City shall promote compact urban form and discourage urban sprawl consistent with FLUE Objective B1 and Policy B1.1

Comp Plan Review

Objective D1. - [East Stuart Special Studies District.] – (NOTE THAT THE APPLICATION SITE IS OUTSIDE OF THE EAST STUART SPECIAL DISTRICT)

To reduce substandard housing conditions, increase affordable housing opportunities, improve infrastructure and safety conditions, and provide for land use regulations that reflect and strengthen the neighborhood character of East Stuart.

Policy D1.1.The City shall encourage new and in-fill development in the East Stuart neighborhood:

- Replace substandard housing with code compliant housing;
- Create accessible and safe neighborhood;
- Encourage a mix of housing types;
- Encourage neighborhood infrastructure, such as sidewalks and walkway linkages.

Comp Plan Review

Element III - HOUSING ELEMENT Goals, Objectives, and Policies

GOAL STATEMENT A

Ensure the provision of adequate residential sites and housing opportunities for affordable, structurally sound housing in a sufficient quantity to accommodate the housing needs of current and future residents of Stuart.

NOTE THAT PROPOSED AMENDED LANGUAGE IN THE COMP PLAN REPLACES **AFFORDABLE** WITH **ATTAINABLE**

COMMUNITY REDEVELOPMENT BOARD
CRA PLAN REVIEW

Lone Palm ZONING, FLU, MUCCU

CRA Plan Review

VISION

To preserve, unify and enhance the historic character of the City of Stuart CRA while encouraging economic growth and redevelopment.

MISSION

To plan for a sustainable economic future while protecting and enhancing the unique character of the City.

Creating downtown areas that will attract a critical mass of residents is of utmost importance to accelerating business and visitor growth. We need to maintain the appeal of Downtown Stuart while ensuring local businesses are able to achieve and sustain economic vitality. Improving the infrastructure, the walkability, the access to amenities and marketing downtown as the place to live will induce a greater demand to live in Stuart. Offering quality housing within the City and County at varying levels of affordability and types will broaden the target market, optimize and accelerate downtown's residential growth and offer the benefits of urban living and downtown amenities to all walks of life.

CRA Plan Review

Housing Conditions

Stuart has the lowest Median Home Value when compared to other areas in Martin County.

The housing stock is aging, with the majority of homes being built between 1970 and 1989.

With the exception of Rio, Stuart has the oldest median housing age of any Martin County area.

Less than 14% of homes were built in the 21st century. Many of the homes require rehabilitation and renovation. They also require hardening to meet updated codes. Building codes changed significantly in 1992 and have been continually updated to meet the severity of storms impacting the area.

LAKE CLARE SECTION

ST. LUCIE ESTATES, INC.
STUART FLORIDA
SCALE 1"=50'

THE ROAT CONCERN, INC.
ENGINEERS SUBVEYORS
STUART FLORIDA
MARTIN COUNTY

This is a true Copy of the Original Plat of Record of LAKE CLARE Section Plat Book 1 Page 66, Martin County Florida

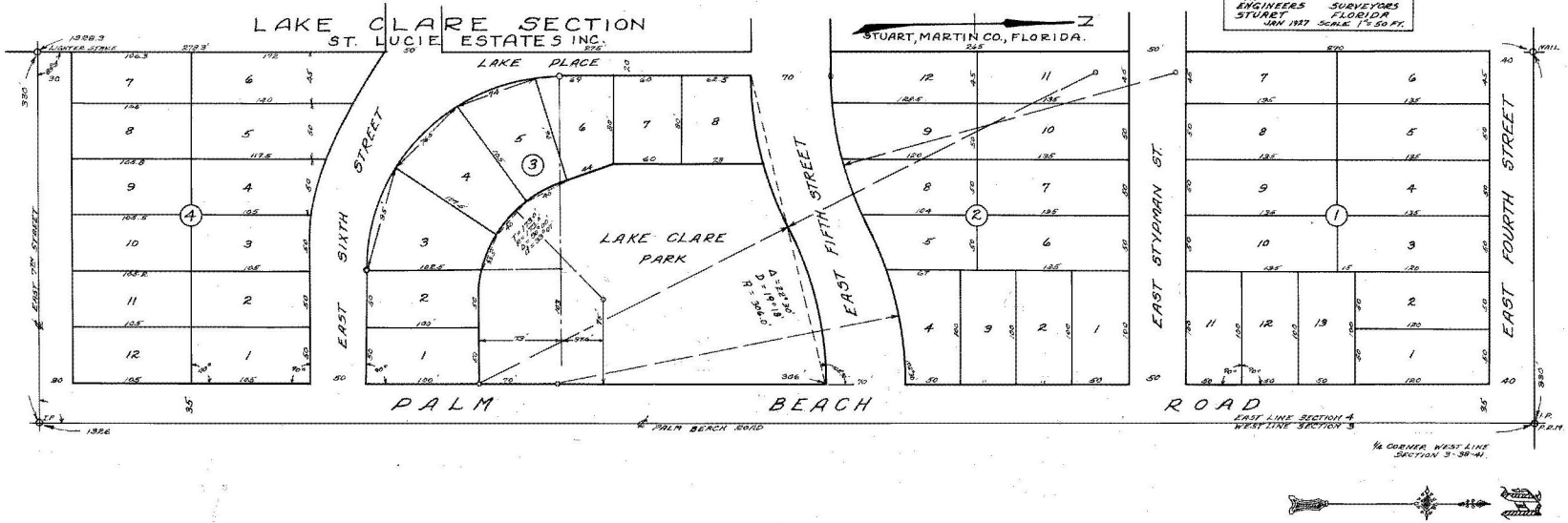
Joseph Lemley
Registered Land Surveyor
Florida Certificate No. 665

STATE OF FLORIDA } SS
COUNTY OF MARTIN }

This Instrument was filed for Record at 2 P.M. this 20 day of April 1927 and duly Recorded on the 20th day of April 1927 in Book 1 of Plats on Page 66 Record Verified.

J.R. Conaway
CLERK CIRCUIT COURT
BY:
DEPUTY CLERK

BY
THE ROAT CONCERN INC.
ENGINEERS SUBVEYORS
STURET FLORIDA
JAN 1927 SCALE 1"=50 FT.



DEDICATION

STATE OF FLORIDA } SS
COUNTY OF MARTIN }

KNOW ALL MEN BY THESE PRESENTS:

That the St Lucie Estates, Inc. a corporation organized and existing under the laws of the state of Florida. the owners in fee simple of the tract of land shown on this Plat and described as Lake Clare Section in the City of Stuart, Florida, and more particularly described as follows:

Being the East 330 feet of the North East Quarter of the South East Quarter Section 4, Twp. 38 S, R 41 E.

Have caused the same to be surveyed and plotted as shown on this plat and do hereby dedicate to the perpetual use of the public, as public highway the streets, also Lake Clare Park, as shown on this plat reserving, however, unto itself, its successors, assigns or legal representatives, the reversion or reversions of same whenever abandoned by the public or discontinued by law.

IN WITNESS WHEREOF, it has caused these presents to be signed by its President and attested by its Secretary this 5th day of January A.D. 1927

Witnesses
Vivian Pittman
Florence Long
R.S. Roat
Anny Burkett

St. Lucie Estates, Inc.
Carroll Dunscombe
President
W.I. Shuman
Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA } SS.
COUNTY OF MARTIN }

I, the undersigned, an officer duly authorized to administer oaths and take acknowledgments, do hereby certify that on this day personally appeared before me Carroll Dunscombe and W. I. Shuman, Pres and Sec. respectively of the St Lucie Estates Inc, a Florida corporation to me well known to be the persons described and who executed the foregoing instrument and acknowledged to and before me that they executed the same for the uses and purposes therein expressed

WITNESS, my hand and official seal this 5th day of January A.D. 1927.

My Commission expires March 19, 1930
Margaret O Long
Notary Public

ENGINEERS CERTIFICATE

STATE OF FLORIDA } SS.
COUNTY OF MARTIN }

KNOW ALL MEN BY THESE PRESENTS, that the Roat Concern, Inc a corporation created and existing under the laws of the State of Florida, have surveyed and platted the tract of land the plat of which is shown hereon and which is dedicated above and the measurements and angles are correct to the best of their knowledge and belief and permanent reference monuments have been placed as required by law. IN WITNESS WHEREOF, the said corporation has caused THESE PRESENTS to be executed by its President under its corporate seal this 5th day of January A.D. 1927.

Attested by
R.S. Roat
Sec.

THE ROAT CONCERN, INC.
By Wm A Roat
Pres.

Sworn and subscribed before me this 5th day of January A.D. 1927

My Commission expires March 19, 1930
Margaret O. Long
Notary Public.

Approved by the County Surveyor
Wm A Roat

Stuart, Florida January 10, A.D. 1927

Recommended to the City Commission of Stuart, Florida for their approval

The Stuart Planning Board
W.M. Aspinwall
Chairman

Attested
W. Early
Secretary

STATE OF FLORIDA } SS.
COUNTY OF MARTIN }

STUART, FLORIDA A.D. 1927

This map checked with the present Streets and the City requirements and is hereby recommended to the Board of Commissioners, City of Stuart this 10th day of Jan. A.D. 1927 for their approval

By Elec. Margaret O Taylor
Asst. Secretary
City Engineer

Approved by the Board of Commissioners City of Stuart this 12th day of Jan. A.D. 1927

J.E. Taylor
Chairman

Attest Florida K Spicer
City Clerk

CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
CONDITIONAL USE APPLICATION

Reviewed By: _____

Application must be legible with all relevant fields completed.

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: 7-20-2020
Project Name: Lone Palm	
Parcel ID# 04-38-41-011-004-00010-3	Project Address: Unassigned
Zoning/CRA Sub-district: City of Stuart CRA R-1 Zoned	
Subdivision:	Lot(s): 1,2,3,10,11 & 12

Fee: $1,536.00 – Conditional Use Permit *(this does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees.)*

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, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. 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. **Note:** An application for a Conditional Use Permit may not be filed if the City Commission has denied an application for a Conditional Use Permit for the subject property within the previous two years.

The applicant has the burden of proof to demonstrate to the City Commission that the following standards are met:

- The proposed use is not contrary to the established land uses in the immediate area;
- 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;
- 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;
- The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;
- The proposed use will not create or excessively increase traffic congestion or otherwise affect Public Safety;
- The proposed use will not create drainage or a storm water quality problem;
- The proposed use will not significantly reduce light or air to adjacent areas;
- The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district;
- 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
- There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.

Justification: Please provide justification supporting the request for a Conditional Use Permit *(include additional pages if needed)* :

(over)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Ransom R. Hartman	City/State/Zip Code: Palm City FL 34990
Title: Manager/Owner	Telephone Number: 772 287 4690
Company: Lone Palm Property Investments, LLC	Facsimile Number:
Company Address: 3500 SW Corporate Parkway, Suite 202	Email Address (optional): ransomreed@hotmail.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: Donald J. Cuozzo	City/State/Zip Code: Stuart, FL 34995
Title: President	Telephone Number: 772 485 1600
Company: Cuozzo Planning Solutions, LLC	Facsimile Number:
Company Address: P.O. Box 1939	Email Address (optional): dcuozzo@cdgplan.com

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 20th day of July, 2020.

R R H

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 20 day of July by Ransom R Hartman who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Debra A Smith

Notary Signature

Commission expires:

Notary Public State of Florida
Debra A Smith
My Commission GG 025884
Expires 08/30/2020

Donald J.Cuozzo
Cuozzo Planning Solutions, LLC
p.o. box 1939 - stuart, fl 34995
cell: 772.485.1600 - office: 772.221.2128

July 20, 2020

Hand Delivery

Kev Freeman
Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL
34994

RE: Lone Palm – Continued Request for Zoning Change to Urban Neighborhood & Major Urban Conditional Use

Dear Kev,

On behalf of the applicant Lone Palm Property Investments, LLC, we are pleased to confirm the previous request still stands to rezone the property from R-1 to Urban Neighborhood.

The 0.72-acre site is vacant, was recently added to the City of Stuart CRA and has an R-1 zoning and Low-Density Residential Land Use. A land use designation of Downtown Redevelopment and rezone to Urban Neighborhood zoning district, is consistent with property located within the CRA. A rezone to Urban Neighborhood in an area made up of mainly residential use, is consistent with the Land Use and established development patterns. Although the majority of lots surrounding the proposal site are zoned R-1, the request to rezone to Urban Neighborhood is consistent with the zoning options afforded to properties within the City's CRA.

Please also accept an application requesting Major Urban Conditional Use approval as a request to consider the conceptual plan attached. A concurrent land use amendment is being undertaken, initiated by staff, to amend the future land use from Residential Low Density to Downtown Redevelopment.

Additional information is included in support of the request to approve the project. The attached conceptual plan shows a total of three single family dwellings and two duplex units. The location of parking spaces is shown on the conceptual site plan along with vehicular access points off SE 6th Street and SE Martin Luther King Jr. Blvd. Access points off both roads have been kept to an absolute minimum to address concerns regarding traffic and vehicular safety.

Orientation of the proposed single family and duplex units offers a continuation of the development patterns like existing layouts to the west and south of the property. Setbacks and development standards shown on the conceptual site plan are consistent with the Urban Neighborhood zoning requirements.

A major code conditional use approval offers assurances beyond the Urban Neighborhood zoning. Specifically committing the property to a threshold regarding the number and type of units proposed, orientation, and overall development pattern. Offering to limit the number of access points from the properties is also intended to provide additional assurances through the approval process.

The surrounding land uses are mainly Low-Density residential with the proposal site and surrounding area all within the City of Stuart CRA. The existing Low - Density residential land use permits single family and duplex type units.

Proposed lot sizes include duplex units measuring 7,875 square feet lots or 0.18 acres with 1,872 square feet duplex unit, or 936 square feet per unit. The proposed single-family units are 5,250 square feet lots or 0.12 acre lots with 1,500 square foot units. The size and type of residential units proposed is considered consistent with the existing development patterns and use in the surrounding neighborhoods. Along Martin Luther King Jr. Blvd. the established development patterns include small single-family lots as small as 0.161 acres with dwelling sizes varying with the majority being between 900 and 1200 square feet. Multi-family units include The Hammock at Stuart Apartments, with over 30,200 square feet of residential units and 320 SE Martin Luther King Jr. Blvd having 5 units on a 0.388-acre property. A table is attached with a breakdown of the lot size, house size and use type of properties off MLK Jr. Blvd, 6th Street, and Cortez. Density and intensity of use is not dissimilar to the established development patterns.

Details such as the walls and fencing to be accommodated on the properties may be addressed at the site permit stage in accordance with the Urban Code requirements. Staff is also requested to consider the uniqueness of the proposal site as corner lot properties when applying the Urban Neighborhood zoning district design standards. Such details as wrap around porches and parking placement and screening of parking is not achievable on smaller lots.

Should you require any additional information please do not hesitate to call.

Sincerely,

Donald J. Cuozzo

Encl.

Lone Palm

Analysis of surrounding properties:

PCN	Address	Acreage	Dwelling Type	Dwelling Size
04-38-41-011-004-00080-8	931 E MARTIN LUTHER KING BLVD, STUART	0.181	SF	1,020 sf
04-38-41-011-004-00070-0	927 E MARTIN LUTHER KING BLVD, STUART	0.163	SF	1,140 sf
04-38-41-023-004-00190-1	919 E MARTIN LUTER KING BLVD, STUART	0.230	SF	950 sf
04-38-41-023-004-00180-3	915 E MARTIN LUTHER KING BLVD, STUART	0.230	SF	1,020 sf
04-38-41-023-004-00160-7	907 SE MARTIN LUTHER KING BLVD, STUART	0.231	SF	1,020 sf
04-38-41-023-004-00150-9	903 MARTIN LUTHER KING BLVD, STUART	0.231	SF	1,200 sf
04-38-41-011-004-00040-7	930 SE 6TH ST, STUART	0.1980	SF	1,243 sf
04-38-41-011-004-00050-4	926 E SIXTH ST, STUART	0.230	SF	1,220 sf
04-38-41-023-004-00120-6	920 6TH ST, STUART	0.224	SF	1,281 sf
04-38-41-023-004-00070-6	908 E 6TH ST, STUART	0.373	SF	988 sf & 1,443 sf
04-38-41-023-004-00010-9	603 CORTEZ AVE, STUART	0.161	SF	928 sf
04-38-41-023-004-00040-3	607 CORTEZ AVE, STUART	0.138	SF	1,176 sf
04-38-41-019-000-00100-4	920 MARTIN LUTHER KING BV, STUART	0.245	SF	1,200 sf
04-38-41-019-000-00090-6	918 SE MARTIN LUTHER KING BLVD, STUART	0.188	SF	1,130 sf
04-38-41-019-000-00080-8	916 MARTIN LUTHER KING BV, STUART	0.187	SF	1,200 sf
04-38-41-019-000-00070-0	914 MARTIN LUTHER KING BV, STUART	0.185	SF	1,020 sf
04-38-41-019-000-00060-2	912 MARTIN LUTHER KING BV, STUART	0.184	SF	1,200 sf

04-38-41-019-000-00050-4	910 MARTIN LUTHER KING BV, STUART	0.183	SF	1,020 sf
04-38-41-019-000-00040-7	908 MARTIN LUTHER KING BV, STUART	0.182	SF	1,200 sf
04-38-41-019-000-00030-9	906 SE MARTIN LUTHER KING BV, STUART	0.181	SF	1,020 sf
04-38-41-019-000-00020-1	904 SE MARTIN LUTHER KING JR BLVD, STUART	0.179	SF	1,200 sf
04-38-41-019-000-00010-3	900 SE MARTIN LUTHER KING BLVD, STUART	0.237	SF	1,020 sf
03-38-41-010-001-00070-9	611 SE PALM BEACH RD, STUART	0.402	OFFICE	2,652 sf
03-38-41-010-001-00010-2	621 SE PALM BEACH RD, STUART	1.529	RECREATION	1,040 sf
04-38-41-011-003-00010-5	941 E 6TH ST, STUART	0.230	SF	2,278 sf
04-38-41-011-003-00030-1	933 SE 6TH ST, STUART	0.428	SF	2,325 sf
03-38-41-026-002-00040-6	Unassigned address	0.208	VACANT	n/a
03-38-41-025-001-00040-9	1020 SE 7TH ST, STUART	0.460	SF	1,831 sf
04-38-41-022-004-00150-0	Unassigned address	0.929	VACANT	N/A
04-38-41-021-007-00010-4	821 SE MARTIN LUTHER KING JR BLVD, STUART	1.930	Salvation Army	1,595 sf
04-38-41-000-000-00190-6	701 SE MARTIN LUTHER KING JR BLVD, STUART	3.640	The Hammock at Stuart Apartments	30,200 sf
04-38-41-013-012-00030-0	320 SE MARTIN LUTHER KING JR BLVD, STUART	0.388	MF Units x 5 dwellings	4,176 sf
04-38-41-000-000-00230-8	830 SE MARTIN LUTHER KING JR BLVD, STUART	7.940	City of Stuart Community	43,363 sf
04-38-41-000-000-00250-3	720 SE MARTIN LUTHER KING JR BLVD, STUART	2.43	Retail	

EXTRACT FROM APPROVED MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD JUNE 2, 2020 AT 4:00PM CITY COMMISSION CHAMBERS 121 S.W. FLAGLER AVE. STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS Chair – Frank Wacha Vice Chair – Nathan Ritchey Board Member – Faye James Board Member – Tom Campenni Board Member – Pete Walson Board Member – VACANT Board Member – Chris Lewis

ADMINISTRATIVE Development Director, Kev Freeman CRA Administrator, Pinal Gandhi-Savdas Board Secretary, Jordan Pinkston

CALL TO ORDER

ROLL CALL Present (physically): Tom Campenni, Pete Walson Present (remotely): Frank Wacha, Nathan Ritchey, Faye James, Chris Lewis Absent: None.

*****

OTHER MATTERS BEFORE THE BOARD:

1. ORDINANCE NUMBER 2439-2020: AN ORDINANCE OF THE CITY COMMISSION OF THECITY OF STUART, FLORIDA, REZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) TOURBAN DISTIRCT/ URBAN

NEIGHBORHOOD SUBDISTRICT (UN) ON THE CITY'SOFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.72 ACRES, OWNED BY LONE PALMPROPERTY INVESTMENTS, LLC, LOCATED BETWEEN MARTIN LUTHER KING JR.BOULEVARD AND SE 6th STREET, WEST OF PALM BEACH ROAD; BEING MORE FULLYDESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT TO BE CONSISTENTWITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITYCLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FORSEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCEBY THE APPLICANT AND FOR OTHER PURPOSES. (QD)

PRESENTATION: Stephen Mayer, Senior Planner COMMENTS FROM THE BOARD MEMBERS: Pete Walson asked about parking.

Reed Hartman explained where parking would be located.

Discussion about fencing requirements occurred.

Tom Campenni recommended a workshop to further discuss fencing.

Nathan Ritchey asked for confirmation of the proposed project and the location.

Mike Mortell confirmed the proposed projects and their locations. COMMENTS FROM THE PUBLIC (5 min. max): 1. Brooks Dubois Jr. (6th Street) – said that they do not want duplexes on MLK. 2. Donald Duffy (MLK Blvd.) – against the project because he thinks there should only be single family homes on the property. He is also concerned about emergency vehicles and traffic. Addressed the meeting being hacked and requested an apology. 3. Sanders Coleman (MLK Blvd.) – concerned about traffic causing accidents. Prefers it stayed a single-family neighborhood.

COMMENTS FROM THE BOARD MEMBERS:

During public comment Frank Wacha apologized for the hacking incident that occurred at the beginning of the meeting.

Kev Freeman said that the applicant is willing remove the duplexes from the lot split and convert everything to single family. It would change the proposal to six single family homes instead of seven units.

Reed Hartman said they preferred a duplex from a planning perspective for more affordable housing, but if the board prefers six single family homes then that is what he will build.

COMMENTS FROM THE PUBLIC (5 min. max):

4. Rosario Valdiviezo (6th Street) – opposes the project because of the location being too close to her home. 5. Arleta Hutchinson (MLK Blvd.) – against the project because of traffic and is concerned about an increase in crime rate. 6. Faith Coleman (6th Street) – would like to keep the property how it is. 7. Helen McBride (Flamingo Ave.) – suggested putting two houses on each street and discussed affordable housing, lot sizes, parking and overcrowding.

COMMENTS FROM THE BOARD MEMBERS:

Reed Hartman explained the reasons why he wanted to bring in additional affordable housing.

Nathan Ritchey asked for confirmation of the home layout.

Reed Hartman explained what his current plans are for each site.

COMMENTS FROM THE PUBLIC (5 min. max):

8. Roserio Valdiviezo (6th Street) – asked about the price range for homes. 9. Sanders Coleman (MLK Blvd.) – asked about the lot size and the proposed home size. 10. Donald Duffy (MLK Blvd.) – asked for confirmation of the motion. 11. Brooks Dubois Jr. (6th Street) – commented on changing zoning.

COMMENTS FROM THE BOARD MEMBERS:

Mike Mortell gave zoning change options to the board.

Discussion occurred regarding the motion on the floor.

Kev Freeman said that the density is not changing and is in compliance with the Comprehensive Plan. He said that it is usual for the City to have variety sized lots as long as houses are built to the required setbacks and from a staff's point of view, they are acting on previous workshops that have happened with Commissioners. He said that the proposed 50-foot lot is in character with the neighborhood.

Mike Mortell confirmed the location of the lot we are discussing.

Pete Walson shared his concerns about approving the project.

Frank Wacha explained why he could support the motion.

Tom Campenni suggested the proposal come back before the board as a UPUD.

Nathan Ritchey confirmed his motion.

Faye James explained her reasoning for seconding the motion.

Reed Hartman said that he does not know if he would come back as a UPUD due to funding.

Mike Mortell explained the path he would take.

The board voted.

Pete Walson explained why he voted no on the project. Action: Approve six single family homes (3 on 6th Street and 3 on MLK Blvd.) with the condition that staff convert to Major Urban Code Conditional Use before going before City Commission. Moved by: Nathan Ritchey Seconded by: Faye James Motion failed 4/2. Pete Walson – no Chris Lewis – no Faye James – no Tom Campenni – no Nathan Ritchey – yes Frank Wacha – yes

*****

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Tom Reetz

Title of Item:

SAILFISH COVE UPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2449-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.925 ACRE PROPERTY LOCATED AT 37 & 41 S.W. SEMINOLE STREET, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SAILFISH COVE UPUD CONSISTING OF THIRTY (30) MULTI-FAMILY RESIDENTIAL UNITS AND 5,768 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH THE SECTION 2.07.00 STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 26.75 DWELLING UNITS PER ACRE ON A .925 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 4, 2020, at its regularly scheduled meeting, the Community Redevelopment Board unanimously recommended approval for the project.

The property is located on vacant land located at 37 and 41 West Seminole Street, Stuart within the Community Redevelopment Area with an Urban Waterfront zoning and a Downtown Redevelopment Future Land Use designation. The site is vacant but was previously occupied by two single family structures, one having been demolished and the other, the historic Clifton fishing lodge was relocated further east on S.E. Seminole Street.

In 2017 the property received approval for a Major Urban Code Conditional Use to accommodate a four story, twenty condominium unit multi-family development. The approved project was never built and fell into breech of its contract.

The applicant is now proposing to rezone the property to Urban Planned Unit Development. (UPUD) The rezoning will allow for 30 multi-family units with a density of 26.75 dwelling units per acre as per City of Stuart LDC Table 2.07.A. UPUD Unit Density. The proposal also includes 8 office/retail units totaling 5,768 square feet on the vacant 0.925-acre waterfront property.

Staff proposes the following conditions within the PUD agreement outlining the procedures for construction of the project and coordination of the Seminole Streetscape design improvements.

A. Within 30 days of approval of the UPUD, the applicant shall dedicate sufficient land to accommodate streetscape improvements along the portion of land abutting Seminole Street from the valley gutter back to the property (as depicted on site plan). The applicant shall provide legal description and survey necessary for the

transfer. Upon transfer of the land the City agrees to grant a license agreement or ROW use permit to the applicant for the same land area, upon which the applicant shall build sidewalk, parallel parking, driveways, landscape islands, landscaping, irrigation and new streetlights consistent with the CRA Seminole Streetscape Plan.

B. If the CRA Seminole Streetscape Plan occurs prior to the Sailfish Cove development project, the applicant agrees to contribute an amount of $47,559 for all the elements associated with the Seminole Streetscape Improvement project prior to the issuance of the site permit. Also, the applicant agrees to enter into a license agreement with the City to use private property no more than 10 feet beyond the rights-of-way dedication for harmonization during the construction of Seminole Street. **See Seminole Street Roadway Improvements - Opinion of probable cost by Kimley Horn engineering consultant.**

C. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one percent of the vertical construction cost or provide work of art on the development pursuant to Section 3.01.08 within the dedicated land. The applicant agrees to maintain the public art in a location as depicted on the site plan.

D. As a condition of the issuance of any development permits, the applicant shall obtain a Revocable Permit for the construction of a sculpture/fountain (public art), sidewalk, parking space, monument sign, curbing and landscaping, and other minor right-of-way improvements which must be approved by the City Manager, under separate application.

E. Applicant shall execute a riparian easement for the boardwalk in exchange the office/retail component for the development will be parking exempt.

F. The applicant agrees to provide easement for FPL transformer pad, if requested, to serve this project and adjacent properties.

The residential density and parking per Ordinance No. 2423-2020 will apply as follows:

Maximum Size of Proposed Unit	**Unit Density Calculation**	**Number of Units**
900 square feet	7 units 900 sf or less (7 x 0.5 = 2 units)	3.5
1,100 square feet	7 units up to 1100 sf (7 x 0.75 = 7.5 units)	5.25
Over 1,100 square feet	16 units over sf (16x1 = 16 units)	16
Density Calculations		24.75 units per acre
Total Density Calculations 24.75/.925		**26.75 units per acre**

Maximum Size of Proposed Unit	**Parking Space Required Per Unit**	**Number of Parking Spaces**
Under 900 square feet	7 residential units up to 900 s.f. (7 x 1.25 = 9 spaces)	9 spaces
Under 1,100 square feet	7 residential units up to 1,100 s.f. (7 x 1.5 = 11 spaces)	11 spaces
Over 1,101 square feet	16 residential units over 1,100 s.f. (1.5 x 16 = 24 spaces)	24 spaces
5,768 square feet. office/retail units	5,768 s.f. office/retail (1 space per 350 s.f. = 16.48 spaces)	16 spaces
5,768 square feet. office/retail units	riparian easement for the boardwalk in exchange for the office/retail req. parking	-16 spaces
		44 spaces subtotal
Shared Parking Formula	60 spaces/1.4 = 42 spaces required as a total based on a proposed shared parking formula	**42 spaces** to be provided with on street, on site and within the building envelope

Funding Source:

N/A

Recommended Action:

Approve Ordinance 2449-2020 with Development Conditions

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Staff Report	8/14/2020	Staff Report
🗋	B. Ordinance No.2449-2020	8/13/2020	Ordinance add to Y drive
🗋	B1.Ordinance No. 2449-2020 Exhibit D	7/26/2020	Ordinance add to Y drive
🗋	C. Staff Review UPUD	7/26/2020	Backup Material
🗋	D. Staff Comp Plan Review	7/27/2020	Backup Material
🗋	E. Applicant's justification letter	7/26/2020	Backup Material
🗋	F. Applicant's Response	7/26/2020	Backup Material
🗋	G. Apt layout	7/26/2020	Backup Material
🗋	I. Architectural Rendering	7/26/2020	Backup Material
🗋	L. Drainage Report	7/27/2020	Backup Material
🗋	M. Traffic Statement	7/27/2020	Backup Material
🗋	N. Seminole Street opinion of probable cost	8/14/2020	Backup Material

CITY OF STUART, FLORIDA

CITY COMMISION
STAFF REPORT

MEETING DATE: August 24, 2020

PREPARED BY: Tom Reetz
Senior Planner

PROJECT NAME: Sailfish Cove UPUD

TITLE OF ITEM: Request to consider a rezoning from Urban Waterfront to Urban Planned Unit Development UPUD to allow a multi-family development with 30 residential units and 5,000 + square feet of commercial office retail use. The contract purchaser has requested a density of 26.75 units per acre where the maximum density is 15 dwelling units per acre is allowed and up to 30 with City Commission approval., for a building facade width of more than 100 feet and for parking within the building envelope in the within the City of Stuart Community Redevelopment Area.



APPLICATION SUMMARY

The applicants are requesting a rezoning to an urban planned unit development UPUD to allow for the development of a multi-family project consisting of 30 Condominium units with 3 floors over a ground level of parking and office retail in the City's Urban Waterfront (UW) zoning district.

The applicant is requesting a rezoning to UPUD with a density of 26.75 to allow for the 30 total units to occupy a 0.925-acre site. The applicant is also asking for relief from a variance to allow parking within the building envelope and to allow a cumulative front building width of more than 100 feet.

The developer is providing public amenities on Seminole street in the form of a sculpture of jumping sailfish on the northwest corner of the property and a sculpture fence along the sea wall. The art on this fence will be visible both from the private deck area as well as from the public boardwalk creating a visual amenity from the boardwalk.

The applicant is permitted to construct property at a maximum height of three stories or 35 feet in height. If 50% or more of the building is residential or hotel, a fourth story is permitted. The maximum building height of a four-story building is 45 feet. The proposal is for a three-levels of residential over a ground level of commercial and parking for a total height of 45'-0" feet from the finished floor to eave of roof level. The total height of the Condominium building is 59'-0".

HISTORY

The property is located on vacant land located at 37 and 41 West Seminole Street, Stuart within the Community Redevelopment Area and is zoned Urban Waterfront and has a Downtown Redevelopment Future Land Use designation. The Clifton Fishing lodge has been moved off site to SE Seminole Street and the other building was that was on site has been demolished.

Density

Maximum Size of Proposed Unit	**Unit Density Calculation**	**Number of Units**
900 square feet	7 units 900 sf or less (7 x 0.5 = 2 units)	3.5
1,100 square feet	7 units up to 1100 sf (7 x 0.75 = 7.5 units)	5.25
Over 1,100 square feet	16 units over sf (16x1 = 16 units)	16
Total Adjusted Units		24.75 units
Total Density 24.75/.925		**26.75 units per acre**

ZONING AND LAND USE		
Site Location	37 & 41 S.W. Seminole Street	
Parcel Size (area)	.925 Acres	
	05384100400000060600000 05384100400000040100000	
Subject Property Land Use	Downtown Redevelopment	
Adjacent FLU (Future Land Use)	*North*	Downtown Redevelopment
	South	Downtown Redevelopment
	East	Downtown Redevelopment
	West	Downtown Redevelopment
Subject Property Overlay Zoning	Urban Waterfront	
	North	St. Lucie River
	South	Urban Center
	East	Urban Waterfront
	West	Urban Waterfront
Proposed Use	one 4 story building with 30 multi-family dwelling units over parking fronting S.W. Seminole Street and backing on the St. Lucie River.	
Present Use	Vacant	
Land Use Plan	Downtown Redevelopment	
ROADWAY AND UTILITIES		
Street Functional Classifications	Seminole street is a one-way street with westbound traffic maintained by the City of Stuart that is in the final stages for the CRA's Seminole Streetscape Design.	
Utilities	Sewer and Water are provided by the City of Stuart.	

CITY DEPARTMENTAL REVIEWS	
Public Works (Marc Rogolino)	Conditionally Approved
Fire/Building (Matt Cawley)	Approved subject to more detailed review at the Building and Site Permit stage
Police (Brian Bossio)	Approved subject to more detailed review at the Building and Site Permit stage
Kimley Horn	See attached comments.

PUBLIC NOTIFICATION:

The applicant has provided an affidavit attesting to the legal notification requirements

have been met for this rezoning to UPUD. In accordance with the requirements set forth in Section 11 of the City of Stuart's Land Development Code, the applicant will be provided documentation of the public notice and is part of the record as well as on file within the City Development Department.

A. The existing land use pattern.

The Future Land Use of all the properties within proximity to the site is Downtown and the property is located within the City of Stuart Community Redevelopment Area (CRA). The list of permitted uses included in the Urban Code are applicable to all property located in the CRA, and include residential, commercial and office uses. The proposed multi-family, commercial/office units are consistent with the list of uses included in the Urban Code and the Urban Planned Unit Development provisions.

B. The possible creation of an isolated district unrelated to adjacent and nearby districts.

A request to rezone to UPUD is an option afforded to all property located with the CRA. The purpose of rezoning to a PUD is to provide alternative zoning procedure to accommodate residential, commercial, public service, industrial or urban planned unit development zoning districts in accordance with the development objectives of the City. The request to rezone to Urban Planned Unit Development (UPUD) district is consistent with the CRA Plan, Urban Code and the Comprehensive Plan provisions and will not create an isolated district.

C. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets.

The density of development proposed on the subject property is consistent with the provisions of policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities. Table 20.07.A. has been used for the purpose of calculating residential density within the proposed UPUD. The proposal would not increase or overtax the load on public utilities and facilities. The effective reuse of a brownfield site at a density and intensity as per the proposal site plan is consistent with the intent of the Comprehensive Plan. A density of 26.75 dwelling units on the subject property meets the intent of providing additional housing within the City as an infill development within proximity to established development patterns of residential, commercial, restaurant office, municipal and public amenities.

D. The possible overloading of the city's sewage collection,

E. treatment and disposal facilities.

The applicant's engineer has prepared preliminary stormwater and engineering plans to demonstrate how the proposal has been designed to effectively accommodate the proposal on site in a way that will not overload the City's sewage collection, treatment and disposal facilities. At the Building Permit stage, the applicant will be required to demonstrate the required drainage and stormwater quality will be obtained, consistent with the conceptual engineers plans and stormwater report.

F. The possible overloading of the city's drainage system.

The development of the subject property will require approval of the conceptual reports prepared by the applicant's engineer, to be reviewed and approved by Public Works staff, and followed up with detailed civil drawings and design details required at the building permit stage in the process. These steps will ensure the project provides enough drainage and stormwater quality on the property.

G. The existing district boundaries in relation to existing conditions on the subject property.

There are no proposed changes to the district boundaries.

H. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate.

The subject property is a vacant waterfront property surrounded by a multitude of uses and development patterns within the City of Stuart's CRA and close to the Downtown district. Approving a residential, commercial and office mix of uses on the subject property with a rezone to UPUD provides an opportunity to remove the existing blight on the vacant and in proximity to a host of public and commercial amenities is appropriate in meeting the City of Stuart existing and project population growth to support the use of existing commercial, restaurant, office and public amenity use and expanding the tax base.

I. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.

The waterfront property is within proximity to the established Downtown and its multitude of uses, and is afforded the same opportunities for development patterns, permitted uses, scale, density as those existing properties. A request to rezone the property to UPUD has been achieved with a site plan designed to meet setback requirements, maintain an unobstructed view from Seminole Street to the St. Lucie River on both ends of the site. Existing residents within proximity to the proposal site will benefit from the proposed addition of office and commercial use.

J. The impact of the rezoning upon the flow of light and air to adjacent areas.

The proposed four (4) story apartments with office/retail units including parking within the building envelope, will not significantly reduce light or air to adjacent properties and areas. Compliance with side setbacks, provision of landscaping, and the incorporation of a building that has balconies to break up the façades and allow them to undulate and not overpower the adjacent properties. The view corridors/vistas to the St. Lucie River are intended to be maintained as part of the development proposal.

K. The impact of the proposed rezoning upon property values in the adjacent area.

This infill project will occupy a currently vacant waterfront property at a level of design, scale and use that will add value and increase the tax base for the City of Stuart.

L. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.

The proposed rezoning to UPUD offers assurances in development terms beyond a project that would be approved under the straight zoning (Urban Waterfront). Sailfish Cove is a project that has been designed to be consistent with the Downtown land use designation and apply the setbacks and Urban Waterfront zoning district development standards. The project has achieved a high standard of design with a scale and placement off Seminole Street that fits well with the adjacent properties.

M. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

Consistent with City of Stuart Comp Plan, CRA Plan and LDC policies, the proposal utilizes a vacant brownfield property and will achieve an urban redevelopment and infill development in a compact urban form. Population projections applicable to the City of Stuart anticipate a growth from 16,906 in 2020 to 19,465 by 2045 according to Florida Office of Demographic Research data and the Growth and Development Trends, February 2019. Consistent with the City of Stuart Comprehensive Plan Housing Element Goal Statement A, approval of the Sailfish Cove UPUD is consistent with ensuring the provision of adequate residential sites and housing opportunities to accommodate the housing needs of current and future residents of Stuart.

UPUD is consistent with ensuring the provision of adequate residential sites and housing opportunities to accommodate the housing needs of current and future residents of Stuart.

STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan, staff recommends ***APPROVAL*** of the applicant's request to consider a ***rezoning to UPUD in the City's Community Redevelopment Area.***

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE No. 2449-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.925 ACRE PROPERTY, LOCATED AT 37 & 41 S.W. SEMINOLE STREET, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SAILFISH COVE UPUD CONSISTING OF THIRTY (30) MULTI-FAMILY RESIDENTIAL UNITS AND 5,768 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 26.75 DWELLING UNITS PER ACRE ON A .925 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 2.07.00.I of the Land Development Code; and

WHEREAS, the Applicant, Certares Partners Holdings, LLC, is requesting a rezoning to UPUD to allow for development of a multi-family development consisting of 30 residential units on 0.925-acre waterfront property and 8 office/retail units totaling 5,768 square feet, and

WHEREAS, the applicant has requested a density of 26.75 dwelling units per acre per Table 2.07.A UPUD Density and Parking Space Calculation, for a building of more than 100 feet in width and for parking within the building envelope; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application does not create any detrimental effects on adjacent land uses; and

WHEREAS, the owners have 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 this ordinance; and

WHEREAS, the City Commission, has considered the Owner's voluntary request for a new zoning designation, and has also considered the recommendation of the City staff.

WHEREAS, the Community Redevelopment Board held a properly noticed hearing at a regularly scheduled meeting to consider the application of the Petitioner and recommended approval of rezoning to UPUD on August 4, 2020; and

WHEREAS, on August 24, 2020, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Owner, amending the city's official zoning map and approving the proposed building and site, and

WHEREAS, the owners have 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 this ordinance; and

WHEREAS, the Sailfish Cove UPUD development will be in harmony with surrounding properties and their anticipated development; and

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference and development conditions attached hereto as **Exhibit "C";**

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", shall be deemed a part of this ordinance:

1. **Boundary Survey, Sheet 1 of 1 by Stephen J. Brown, Inc., Surveyors, Designers, Land Planners and Consultants dated 5.26.17.**
2. **Site Plan, Sheet 1 of 1, prepared by Conceptual Design Group, Inc. Landscape Architecture - Site Planning, dated 5.21.2020 and last revised per City Comments on 7.16.20**
3. **Pavement Marking and Layout, by Captec Engineering Inc., dated 4.21.20 and last revised on 7.16.20.**
4. **Pavement and Drainage, by Captec Engineering Inc., dated 4.21.20 and last revised on 7.16.20.**
5. **Landscape Plan, Sheets L-1 and L-2, prepared by Conceptual Design Group, Inc. Landscape Architecture - Site Planning, dated 5.21.20.**
6. **Architectural Elevations, Sheets A-1 thru A-7, by MC&A Town Planning and Architecture and Advanced Architecture and Planning - qualifier, dated 01.19.20.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain "Downtown Redevelopment". The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall become "UPUD" Urban Planned

Unit Development amended to allow for 30 multi-family residential units and 5,768 square feet of commercia/office units.

SECTION 3: This Ordinance shall take effect immediately upon its adoption.

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 is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 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 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 UPUD property or any portion of the UPUD 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 UPUD 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 8: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

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.

Passed on first reading the 24th day of August 2020.

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

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

ADOPTED on second and final reading this _____day of _____, 2020.
ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A URBAN PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS URBAN PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT

WITNESSES:

Witness #1:

Print Name: _____

Signature: _____

Witness #2:

Print Name: _____

Signature: _____

Certares Partners Holdings, LLC

Nelson E. Famadas

Print Name: _____

Signature: _____

See owners acknowledgement next page

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

Exhibit "A" Legal Description:

LOTS 4 THROUGH 7, INCLUSIVE, FEROE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

Exhibit "B" Map:



Exhibit "C" Conditions of Approval

1. The Sailfish Cove UPUD Project and use thereof shall comply with the following drawings:

   A. Boundary Survey, Sheet 1 of 1 by Stephen J. Brown, Inc., Surveyors, Designers, Land Planners and Consultants dated 5.26.17.

   B. Site Plan, Sheet 1 of 1, prepared by Conceptual Design Group, Inc. Landscape Architecture - Site Planning, dated 5.21.2020 and last revised per City Comments on 7.16.20

   C. Pavement Marking and Layout, by Captec Engineering Inc., dated 4.21.20 and last revised on 7.16.20.

   D. Pavement and Drainage, by Captec Engineering Inc., dated 4.21.20 and last revised on 7.16.20.

   E. Landscape Plan, Sheets L-1 and L-2, prepared by Conceptual Design Group, Inc. Landscape Architecture - Site Planning, dated 5.21.20.

   F. Architectural Elevations, Sheets A-1 thru A-7, by MC&A Town Planning and Architecture and Advanced Architecture and Planning - qualifier, dated 01.19.20.

2. Any modifications to the Sailfish Cove UPUD Site Plan that does not exceed 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 UPUD shall include an impervious area of not more than 74.4% of the UPUD. The maximum building height within the UPUD shall be four (4) stories or 45 feet.

Landscaping

4. The common areas including the projects cabana and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

5. 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.

Prior to Issuance of Site Permits

6. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

7. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

8. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

9. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

10. Water and Sewer Services shall be provided by City of Stuart utilities.

11. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

12. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to the City Public Works department.

13. Prior to certificate of occupancy for any unit, the applicant shall provide an engineer's written confirmation attesting that the UPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

14. 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 to reduce dust generated on-site.

15. Within 30 days of approval of the UPUD, the applicant shall dedicate sufficient land to accommodate streetscape improvements along the portion of land abutting Seminole Street from the valley gutter back to the property (as depicted on site plan). The applicant shall provide legal description and survey necessary for the transfer. Upon transfer of the land the City agrees to grant a license agreement or ROW use permit to the applicant for the same land area, upon which the applicant shall build sidewalk, parallel parking, driveways, landscape islands, landscaping, irrigation and new streetlights consistent with the CRA Seminole Streetscape Plan.

16. If the CRA Seminole Streetscape Plan occurs prior to the Sailfish Cove development project, the applicant agrees to contribute an amount of $47,559 for all the elements associated with the Seminole Streetscape Improvement project prior to the issuance of the site permit. Also, the applicant agrees to enter into a license agreement with the City to use private property no more than 10 feet beyond the rights-of-way dedication for harmonization during the construction of Seminole Street.

17. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one percent of the vertical construction cost or provide work of art on the development pursuant to Section 3.01.08 within the dedicated land. The applicant agrees to maintain the public art in a location as depicted on the site plan.

18. As a condition of the issuance of any development permits, the applicant shall obtain a Revocable Permit for the construction of a sculpture/fountain (public art), sidewalk, parking space, monument sign, curbing and landscaping, and other minor right-of-way improvements which must be approved by the City Manager, under separate application.

19. Applicant shall execute a riparian easement for the boardwalk in exchange the office/retail component for the development will be parking exempt.

20. The applicant agrees to provide easement for FPL transformer pad, if requested, to serve this project and adjacent properties.

Development and Construction

21. Except as provided herein, all development shall comply with City Code.

22. Site work including but not limited to land preparation, clearing and grading, drainage and water, sewer and irrigation lines, shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting.

23. Any sidewalks damaged during construction shall be repaired and/or replaced by the applicant as per the City's specification.

24. Notwithstanding the illustration shown on the site plan, all signage shall be in accordance with the City's Land Development Regulations with regards to size, dimensions, color, etc.

25. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Decorative exterior light fixtures shall be approved prior to the issuance of any development permits.

26. The applicant shall comply with all applicable Handicap Accessibility standards.

27. Final Development Plans and Construction Drawings shall be reviewed and approved by all necessary City departments prior to the issuance of any building permits.

28. Any and all regulatory agency permits, including but not limited 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.

29. Prior to the issuance of any development permits, the developer shall obtain unity of title for the two parcels, 37 & 41 S.W. Seminole Street, prior to any site or building permits being approved.

30. The project shall have no more than one water meter to the single building unless public works deems more water meters are appropriate.

31. There shall be no improvements, fencing, installation of additional landscape material, etc. placed within the common acres that would be in nonconformance with approved vistas at the ends of the building.

Signage

32. All signs throughout the UPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to the City of Stuart Land Development Code.

HOA Requirements & Future Amendments

33. The PUD may be conveyed to 30 separate homeowners without further amendment to this Ordinance. Prior to application for any development, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features.

34. Prior to the issuance of any building permits for any portion of the Property, the Owner shall clearly define, to the satisfaction of the City Attorney, the number of condominium associations that will be created with respect to the Property. There shall be a Master Association created for all condominium units to be constructed on the property. The Master Association shall be the entity responsible for accepting notices from the City and correcting any violations of this Ordinance, or the ordinances of the City and for any matters involving the City with respect to the Property, including, without limitation, fines and penalties. There shall be no conveyance of any units to third parties prior to the formation of the Master Association. There will be no future subdivision of the property without a plat approved by the City Commission.

35. Any applications to amend this Ordinance shall be limited to the developer or the Homeowners Association.

36. The Homeowner's Association shall regulate any permits for guest parking.

37. All dock facilities and marine related bulkheads, hardened shorelines, etc. shall be maintained by the Master Association, any new marine related improvements, modification, repairs and permitting associated with such facilities shall be accomplished by, and the responsibility of, the Master Association. There shall be no cabanas or outbuildings constructed on the property. There shall be no liveaboards permitted by definition of the Department of Environmental Protection. The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.

38. Dock Facilities are for the expressed use of the owners, and or tenants. Leasing of dock slips to entities other than tenants of the project is prohibited. Commercial use of the dockage facilities is prohibited. The number of slips shall be limited to 22 slips (per original approval). Dock & slips are illustrative in nature and not final documents.

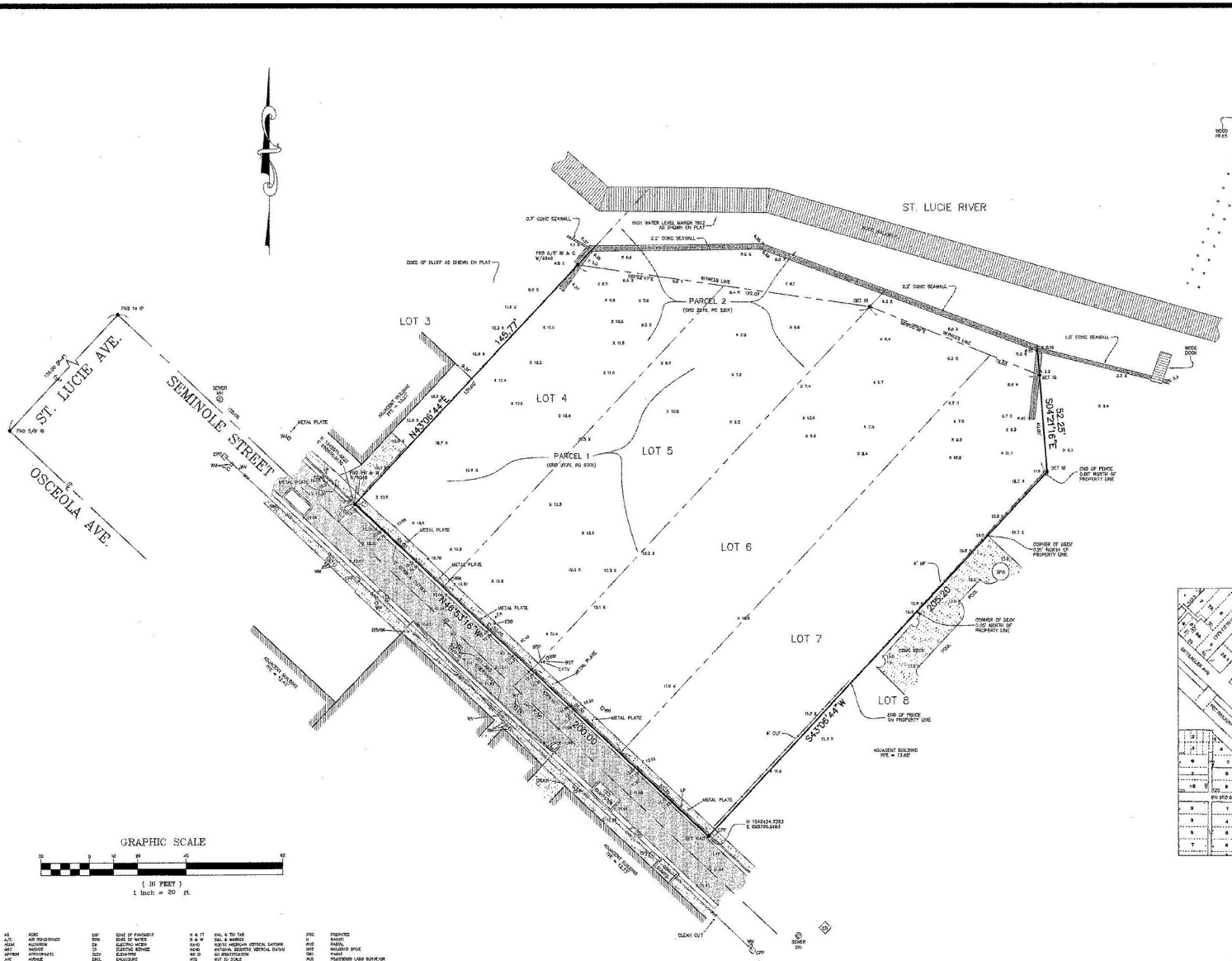
Timetable for Development

39. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**August 1, 2022**
Final Certificate of Occupancy for all site and building improvements.	**August 1, 2024**

40. The following uses shall be permitted:

a. Multi-Family Residential
b. Home Occupations in accordance with the City's Land Development Code.
c. Office/Retail (5,768 square feet)



GRAPHIC SCALE

(IN FEET)
1 Inch = 20 ft.

1. PROPERTY ADDRESS: 37 & 41 W SEMINOLE ST
2. CERTIFIED TO:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

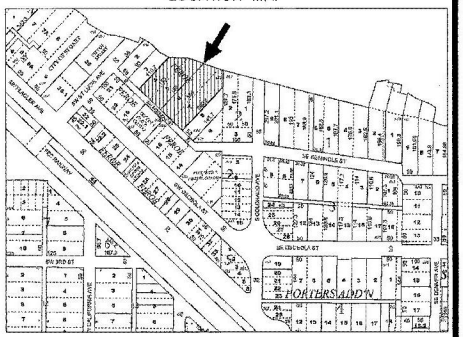
STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

LEGAL DESCRIPTION

LOTS 4 THROUGH 7, INCLUSIVE, FEROE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LOCATION MAP



Date of field survey:
05/22/2012
05/08/2020

NOTES:

1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the Florida State Plane Coordinate System NAD 86/93, all others relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on bench mark "NS-1"
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0134H, dated 02/19/2020, locates the parcel in Zone X & VE, base flood elevation N/A & 8 feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.

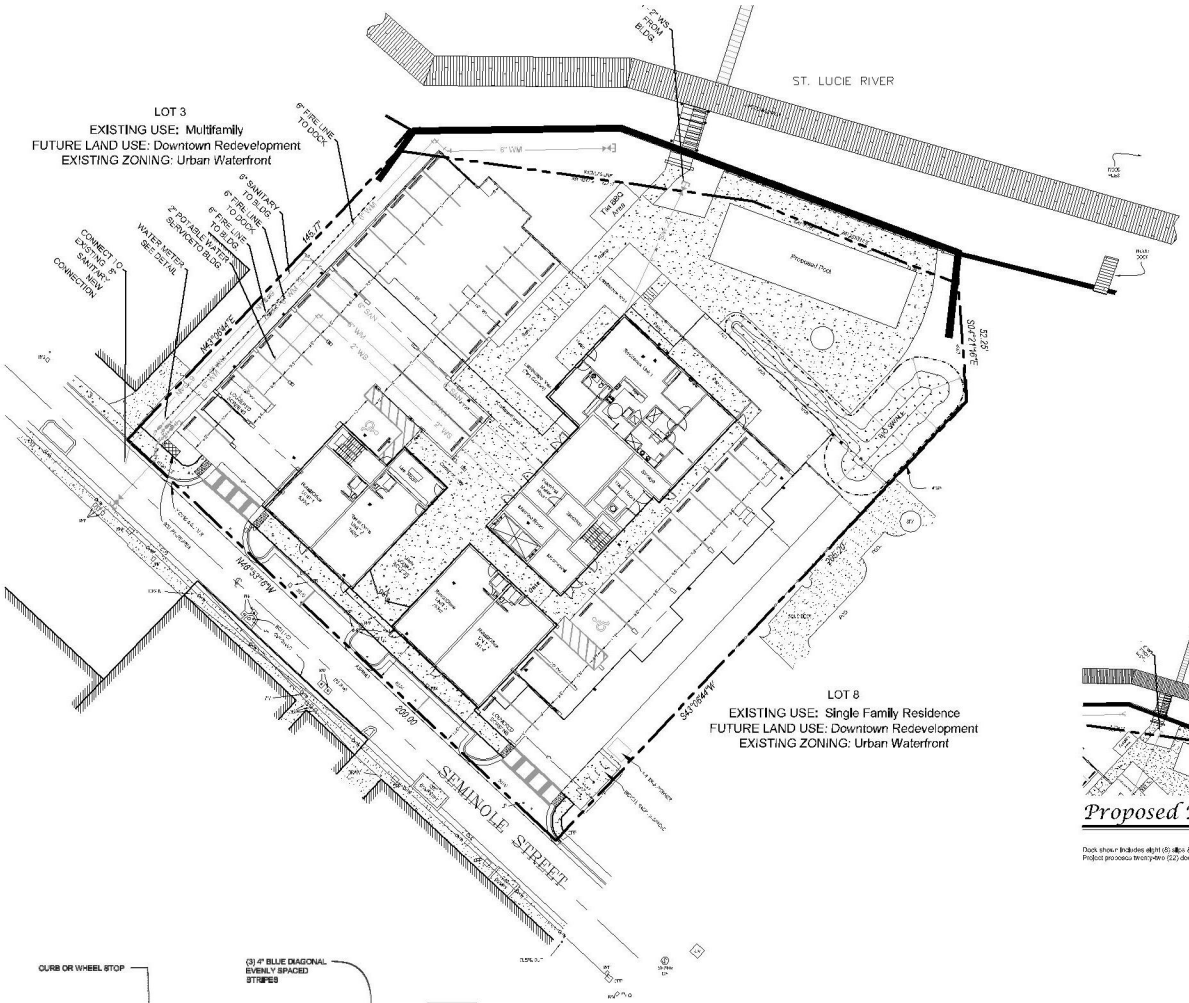
REVISIONS	BY
REVISED TOPO & SEAWALL 03/10/20	S.J.B.

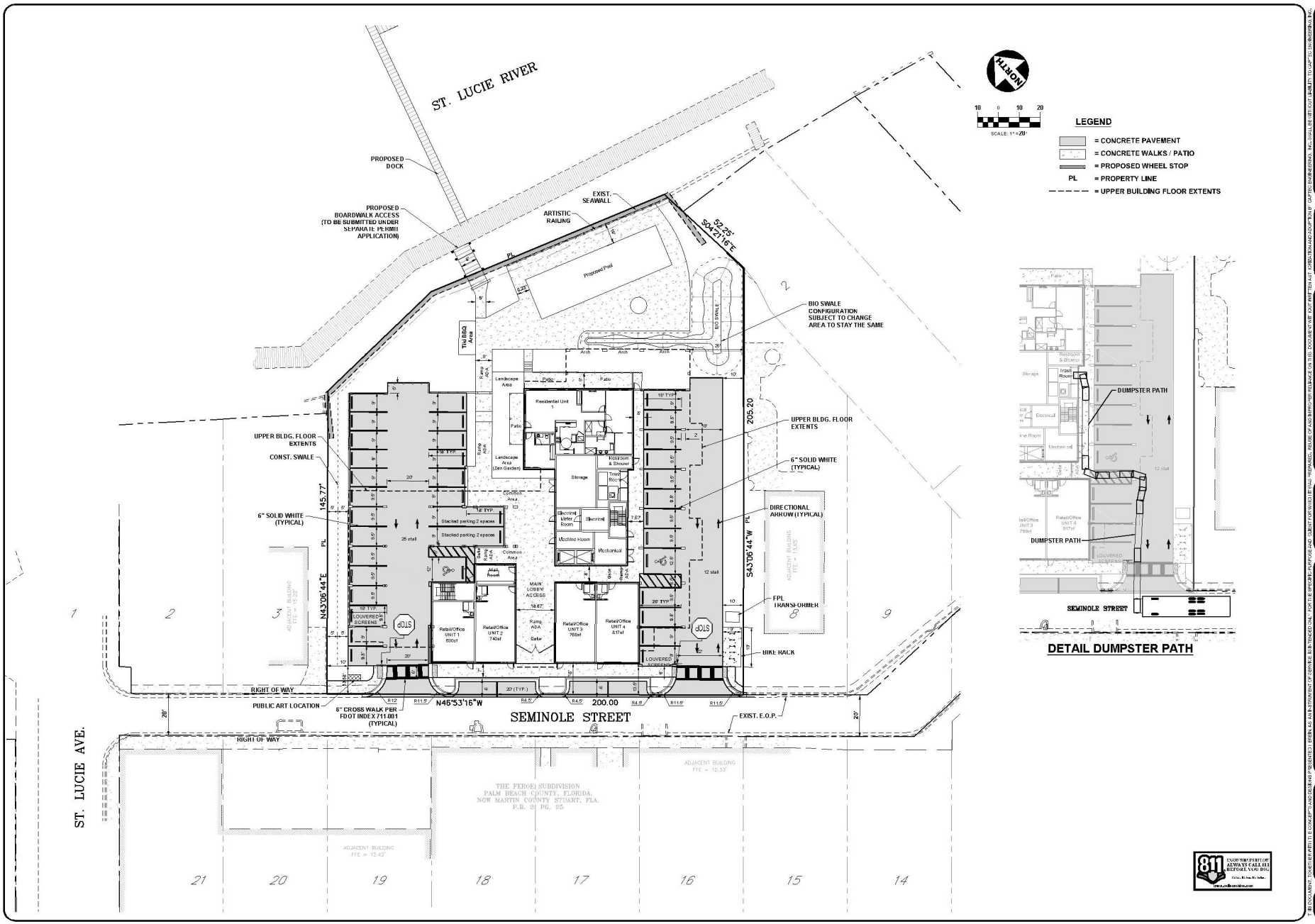
PREPARED FOR: SBS PROPERTIES, LLC

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER: 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-286-2176

TOPOGRAPHIC BOUNDARY SURVEY

DRAWN	R.F.C
CHECKED	S.J.B.
DATE	05/26/2017
SCALE	1" = 20'
JOB NO.	1817-42-04
SHEET	ONE
OF	ONE SHEETS


ST. LUCIE RIVER
LOT 3
EXISTING USE: Multifamily
FUTURE LAND USE: Downtown Redevelopment
EXISTING ZONING: Urban Waterfront
6" FIRELINE TO DOCK
6" SANITARY TO BLDG
6" FIRE LINE TO BLDG
2" POTABLE WATER SERVICE TO BLDG
WATER METER SEE DETAIL
CONNECT TO EXISTING 8" SANITARY SEWER CONNECTION
Proposed Dock
Fire Hydrant
Trash Enclosure
Generator
Transformer
Mailboxes
Laundry
Storage
Restrooms
Lobby
Office
Manager's Unit
Resident Unit
Fitness
Pool Equipment
Pool
Spa
Deck
Lounge
Dining
Kitchen
Bar
Trellis
Gazebo
Fire Pit
Bocce Court
Putting Green
Shuffleboard
Bike Rack
Bench
Lamp Post
Sign
Flagpole
Fence
Hedge
Palm
Tree
Shrub
Grass
Concrete
Asphalt
Pavers
Gravel
Mulch
Water
Sand
Rock
Wood
Metal
Glass
Brick
Stone
Tile
Roof
Window
Door
Stairs
Ramp
Elevator
Column
Beam
Slab
Foundation
Wall
Partition
Ceiling
Floor



DETAIL DUMPSTER PATH

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CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB#0007667
• 301 N.W. Flagler Ave. Stuart, Florida 34994
Phone: (772) 692-4364
Fax: (772) 692-4441

DATE: 8-21-20
DRAWN BY: MHB
DESIGNED BY: MHB
CHECKED BY: JWC
PROJECT No.: 1941
HORZ. SCALE: 1" = 20'
VERT. SCALE: N/A
CADD FILE: 1941DIM

NO.	DATE	BY	REVISIONS
1	7.16.20	MHB	REVISED PER CITY OF STUART

SCALE VERIFICATION
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SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST SCALE AS NEEDED ACCORDINGLY

SAILFISH COVE
CITY OF STUART, FLORIDA

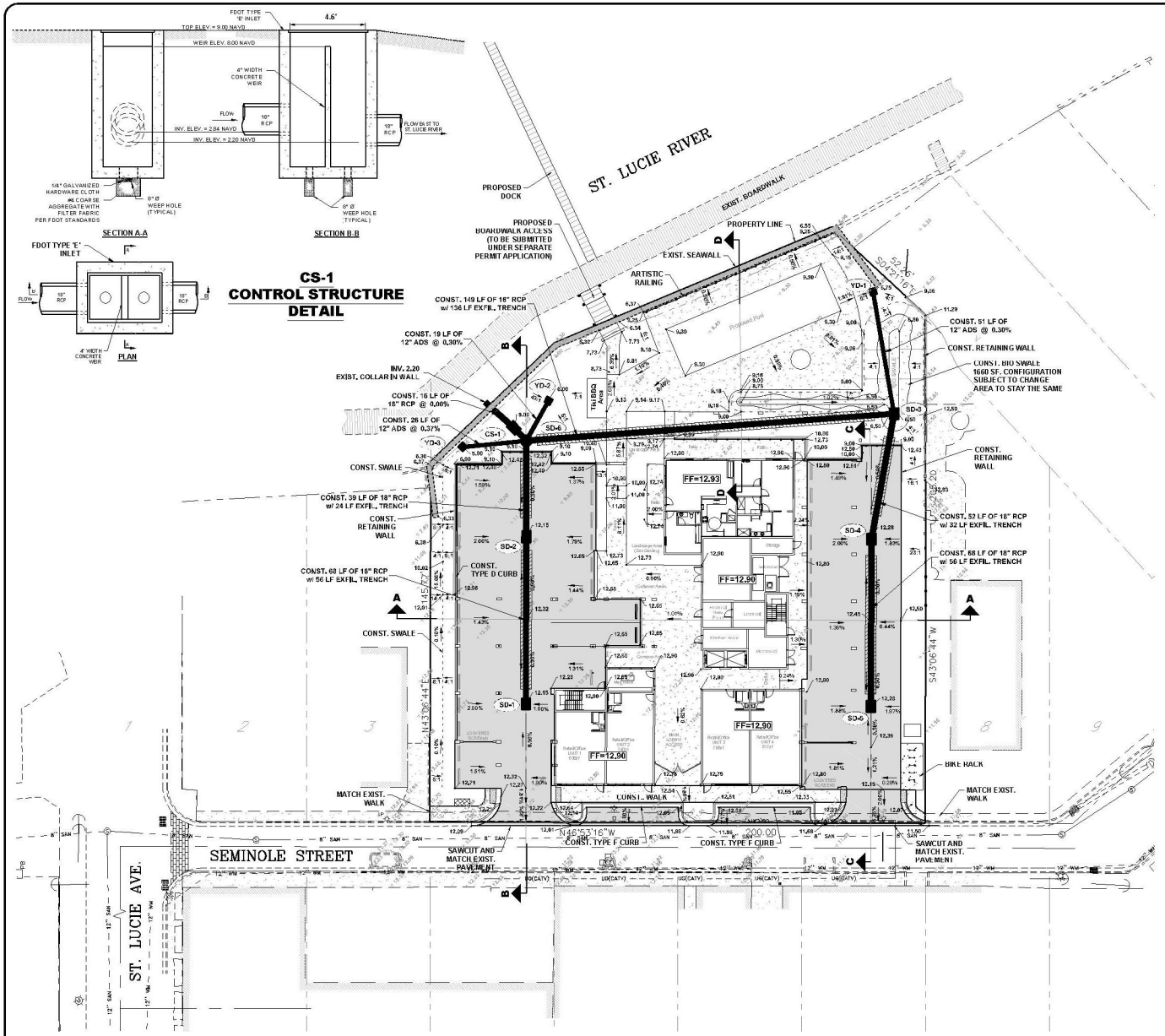
PAVEMENT MARKING AND LAYOUT

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1941
SHEET 4 OF 11

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LEGEND

- = CONCRETE PAVEMENT
- = CONCRETE PATIO / WALKS
- = PROPOSED DRAINAGE
- = RAILING ALONG ELEVATION CHANGE
- = AREA OF RETAINING WALL OR FOOTER

ROOF LEADER & ROOF DRAIN NOTES:

1. INSTALL ROOF LEADERS 3 FT. (MAX.) FROM BUILDING.
2. CONNECT DOWNSPOUTS TO ROOF LEADERS USING ADS N-12 PIPE AND ADS FITTINGS (TEES, ELBOWS, ETC.).
3. DOWNSPOUTS ARE SHOWN FOR INFORMATION PURPOSES - REFER TO ARCHITECTURAL & MEP DRAWINGS FOR EXACT LOCATIONS.
4. ALL ROOF LEADERS SHALL BE INSTALLED WITH 0.5% MIN. SLOPE.
5. ROOF DRAIN CLEAN-OUTS SHALL BE ADS (ADVANCED DRAINAGE SYSTEMS) NYLOPLASTIC 12" GRATE INLINE DRAINS. CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMITTALS FOR ARCHITECT SELECTIONS.
6. ROOF DRAIN LOCATIONS SHALL BE FIELD ADJUSTED TO ACCOMMODATE SIDEWALKS, PLANTERS, AND LANDSCAPE AREAS PER ARCHITECT'S DIRECTION.
7. ROOF DRAIN SHALL BE LOCATED TO MINIMZE CONFLICTS AND WITH A MINIMUM 12" CLEARANCE BETWEEN WATER, SEWER AND STORM UTILITIES.
8. CONTRACTOR TO REFER TO THE LATEST ARCHITECTURAL DRAWING FOR ROOF DRAIN DOWN SPOUT LOCATIONS.
9. ALL PROPOSED YARD DRAINS SHALL BE IN-LINE ADS-N-12 WITH 8" ADS-N12 PIPE.

INLETS TABLE	
NAME	DETAILS
CS-1	CONST. CONTROL STRUCTURE WEIR EL. = 8.00 GRATE EL. = 9.00 N INV. 2.20 S INV. 2.84
SD-1	CONST. TYPE C INLET GRATE EL. = 12.15 NE INV. 4.30
SD-2	CONST. TYPE C INLET GRATE EL. = 12.15 NE INV. 4.30 SW INV. 4.30
SD-3	CONST. TYPE C INLET GRATE EL. = 6.90 NW INV. 4.30 SW INV. 4.30 NE INV. 4.30
SD-4	CONST. TYPE C INLET GRATE EL. = 12.28 NE INV. 4.30 SW INV. 4.30
SD-5	CONST. TYPE C INLET GRATE EL. = 12.28 NE INV. 4.30
SD-6	CONST. STORM MH GRATE EL. = 9.05 SE INV. 4.30 SW INV. 4.30 N INV. 2.84 E INV. 4.24 NW INV. 4.13
YD-1	CONST. ADS N-12 YARD DRAIN GRATE EL. = 6.75 SW INV. 4.45
YD-2	CONST. ADS N-12 YARD DRAIN GRATE EL. = 6.00 W INV. 4.30
YD-3	CONST. ADS N-12 YARD DRAIN GRATE EL. = 6.90 SE INV. 4.22

STORM MANHOLES	
NAME	DETAILS
SD-6	CONST. STORM MH RIM EL. = 9.05 SE INV. 4.30 SW INV. 4.30 N INV. 2.84 E INV. 4.24 NW INV. 4.13

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Civil Engineering Professionals
Engineering Business No. EB#0007667
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Stuart, Florida 34994
Phone: (772) 692-4364
Fax: (772) 692-4441

DATE: 8-21-20
DRAWN BY: MEB
DESIGNED BY: MEB
CHECKED BY: JWC
PROJECT No.: 1941
HORZ. SCALE: 1" = 20'
VERT. SCALE: N/A
CADD FILE: 1941 PAVING DRAINAGE

NO.	DATE	BY	REVISIONS
1	7-14-20	MDB	REVISED PER CITY OF STUART

SCALE VERIFICATION
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SAILFISH COVE
CITY OF STUART, FLORIDA

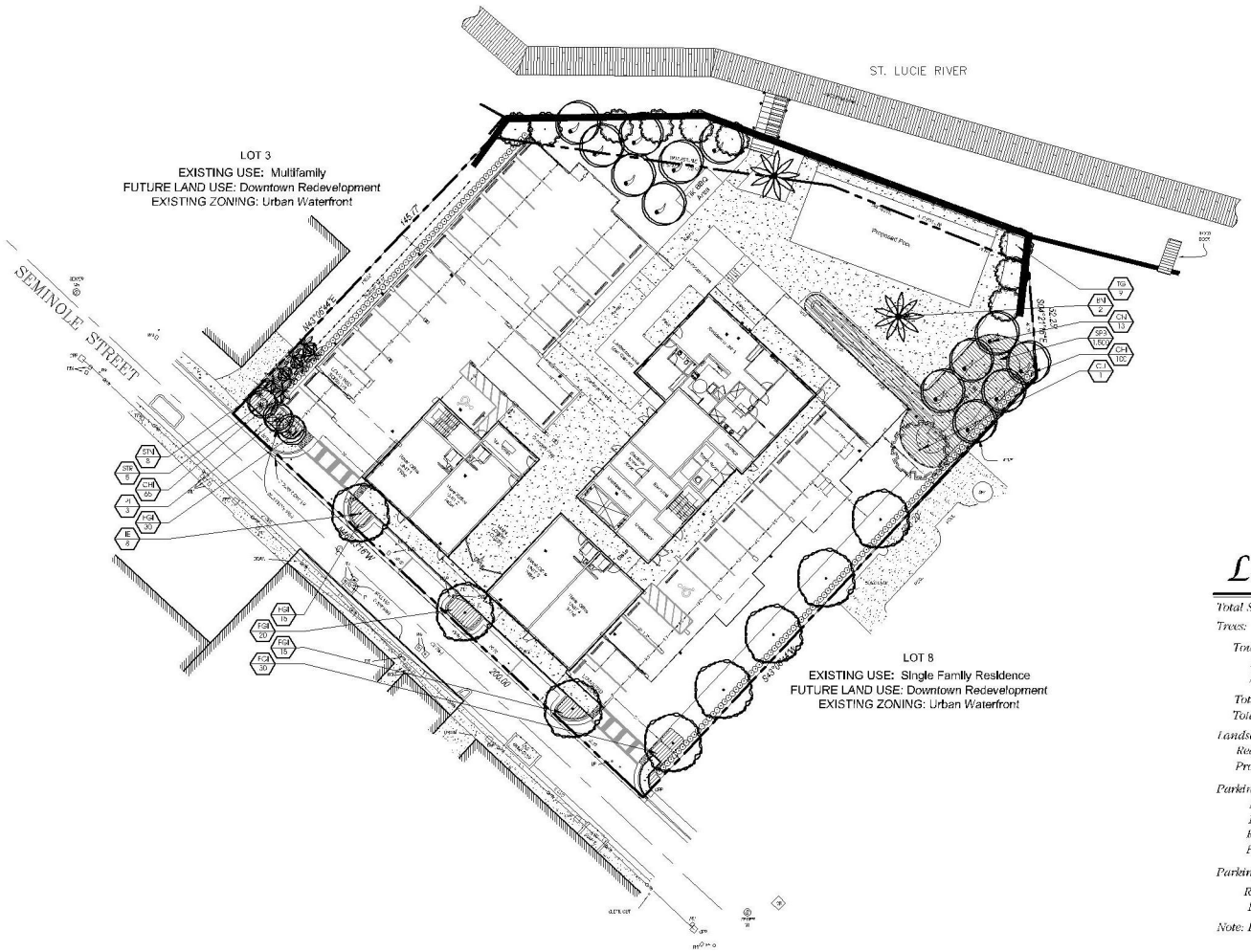
PAVING AND DRAWING

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1941
SHEET 5 OF 11

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Xeriscape Points

Option	Points
Utilization of moisture sensing controller other than rain switch	5
Plan submitted with low, moderate and high water usage zones indicated on the Landscape Plan	5
25% - 50% of the required shrubs are made up of drought tolerant species from the list	5
51% or more of the required trees are made up of drought tolerant species from the list	10
Sod area less than 50% of Landscape area	10
Utilization of mulch other than Cypress mulch	5
Utilization of compacted, mulched planting beds at least three inches deep in all planted areas except Ground Cover	10
Points Required:	50
Points Provided:	50

Landscape Data

Total Site Area:	40,308 s.f.	925 Ac.	100%
Trees:			
Town Homes Area: (6.04.08)			
Required: 1 Tree / 1,500 s.f. = 40,308 / 1,500 = 27			27
Provided: 27 (18 Trees + 18 Palms @ 2:1 = 9 Trees)			27
Total Trees Required: (6.04.08)			27
Total Trees Provided:			27
Landscape Area: (6.04.03.B.1)			
Required: 20% of developed area = 40,308 x 20% = 8,062			8,062
Provided:			10,331
Parking Buffer Adjacent to Right of Way (6.04.07.A)			
Required: 1 Tree / 30 L.F. = 76' / 30' = 3			3
Provided: 4 (2 Trees + 4 Palms @ 2:1 = 2 Trees)			4
Required: 25% of strip in Ground Cover = 190 s.f.			190 s.f.
Provided:			190 s.f.
Parking Buffer Adjacent to Private Property (6.04.07.B.2)			
Required: Shrub Hedge @ 2' O.C. = 150			150
Provided:			165

Note: Low shrubs are used to not block safe sight lines.

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE
CANOPY / ORNAMENTAL TREES							
5	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	5' O.A./3' SPRD.	A.S.	FULL CANOPY	LOW
1	CU*	COCCOLOBA UVIFERA	SEAGRAPE	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
8	IE*	ILEX x ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY, 4' C.T., SPECIMEN	LOW
PALMS							
2	BN	BISMARCKIA NOBILIS	BISMARCK PALM SILVER SELECT	8' C.T.	A.S.	FULL CANOPY, STRAIGHT FAT / THICK TRUNKS, MATCHED SPECIMEN	LOW
13	CN	COCUS NUCIFERA 'MAYPAN'	MAYPAN COCONUT PALM	12' C.T.	A.S.	STRAIGHT TRUCKS, FULL CANOPY	LOW
3	PE	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	12' C.T.	A.S.	FULL CANOPY, STRAIGHT SLENDER TRIPLE TRUNKS, MATCHED	MEDIUM
LARGE SHRUBS / HEDGES / ACCENTS							
166	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	#3, 2'x 2'	2' O.C.	FULL & THICK	LOW
8	STN	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	6' O.A.	A.S.	FULL & THICK	LOW
5	STR	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	#15, 3' x 3'	2' O.C.	FULL & THICK	LOW
1,500	SPB*	SPARTINA BAKERI	SAND CORDGRASS	LINER	1' O.C.	FULL & THICK	HIGH
MED. SHRUBS / GROUNDCOVERS / VINES							
110	FCI	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	#3, 12" x 12"	24" O.C.	FULL & THICK	MEDIUM
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS	HIGH
		* = Florida Native					

Landscape Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 1304
Stuart, Florida 34994
(772) 344-2340
FL: 26000198

Sailfish Cove
City of Stuart, Florida

Job No. 19-1002
Drawn By JWS
Submitted Date 5-21-2020

Revision Dates

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Sheet L-1 2
Page 62 of 461

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) healthy branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area. Call 811 - Sunshine State One Call of Florida, Inc. - www.sunshine811.com
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Pine bark. Cypress mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunk and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, one work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire through flexible hose chafing guards, with wooden stakes across. Immediately after planting. (See Detail)

10. All plant material and sod shall be fertilized in accordance with Martin County's fertilizer ordinance. Soil tests are required from the site to be in compliance with the ordinance and shall be taken from the minimum required areas as stated in the ordinance. Fertilizer shall be a complete natural organic fertilizer and slow release.

Fertilized with a complete natural organic fertilizer with a ratio as allowed by the County.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs., per palm.

Agriform 20-5-5 (if allowed by County) twenty-one gram planting tablets may be substituted for granular fertilizer, if utilized, the following rates shall be utilized: Position plant in hole, Backfill halfway up the rootball, Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
7g Gallon & Multi Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Stop coverings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, mulching, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stakes and guying, and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. No contractor shall begin maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Fine Ring Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrum secundatus Floritam (unless otherwise noted). Machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting to be kept drainage.

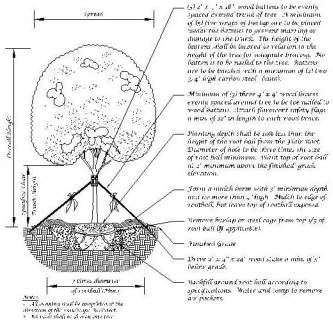
16. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTE:
Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in Item #5 above shall be revised to site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.

General Notes

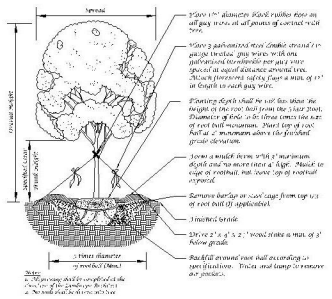
1. No plant item bulletin can be made without City of Stuart approval.
2. All required landscape improvements must be inspected and approved by the City of Stuart prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction activity shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. All planting areas and sod to be irrigated to provide 100% coverage and provide adequate irrigation of landscape areas for the first full growing season and continue the water only as necessary to maintain and allow vegetation in good and healthy condition. Stop coverings to be submitted by the irrigation contractor for approval prior to installation.
6. The irrigation system shall be continuously maintained in working order.
7. An automatic rain sensor shall be placed and be part of the required irrigation system.
8. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 3' from the rear to all landscape material per the Florida Fire Prevention Code.
9. Sod and irrigation will be installed in any adjacent right-of-way, between curbs and curbs.
10. Root barriers shall be installed in accordance with manufacturer specifications adjacent to all trees planted within six feet of curbs or sidewalks in public right-of-way.

Landscape Details



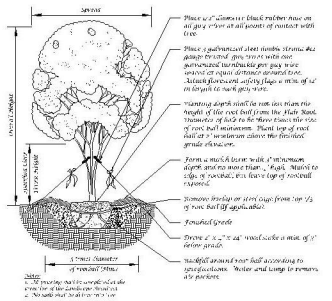
Large Tree Planting Detail (5" Caliper or Greater)

Not to Scale



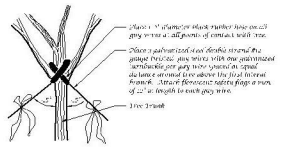
Tree Planting Detail

Not to Scale



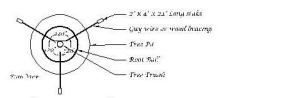
Multi-Trunk Tree Planting Detail

Not to Scale



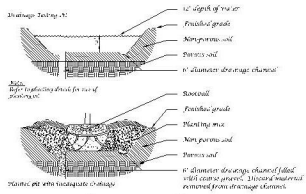
Guy Wire Attachment Detail

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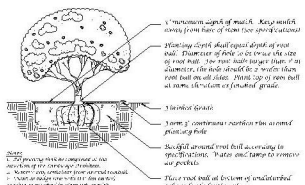
Staking Detail

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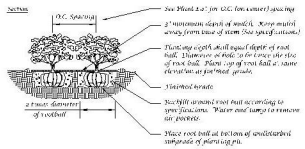
Drainage Testing Detail

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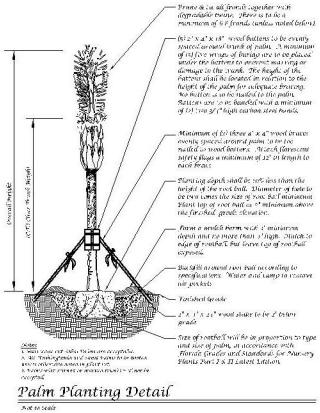
Shrub Detail

Not to Scale



Ground Cover Detail

Not to Scale



Palm Planting Detail

Not to Scale

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 150c
Stuart, Florida 34994
(772) 334 2580
LC. 26000198

Sailfish Cove
City of Stuart, Florida

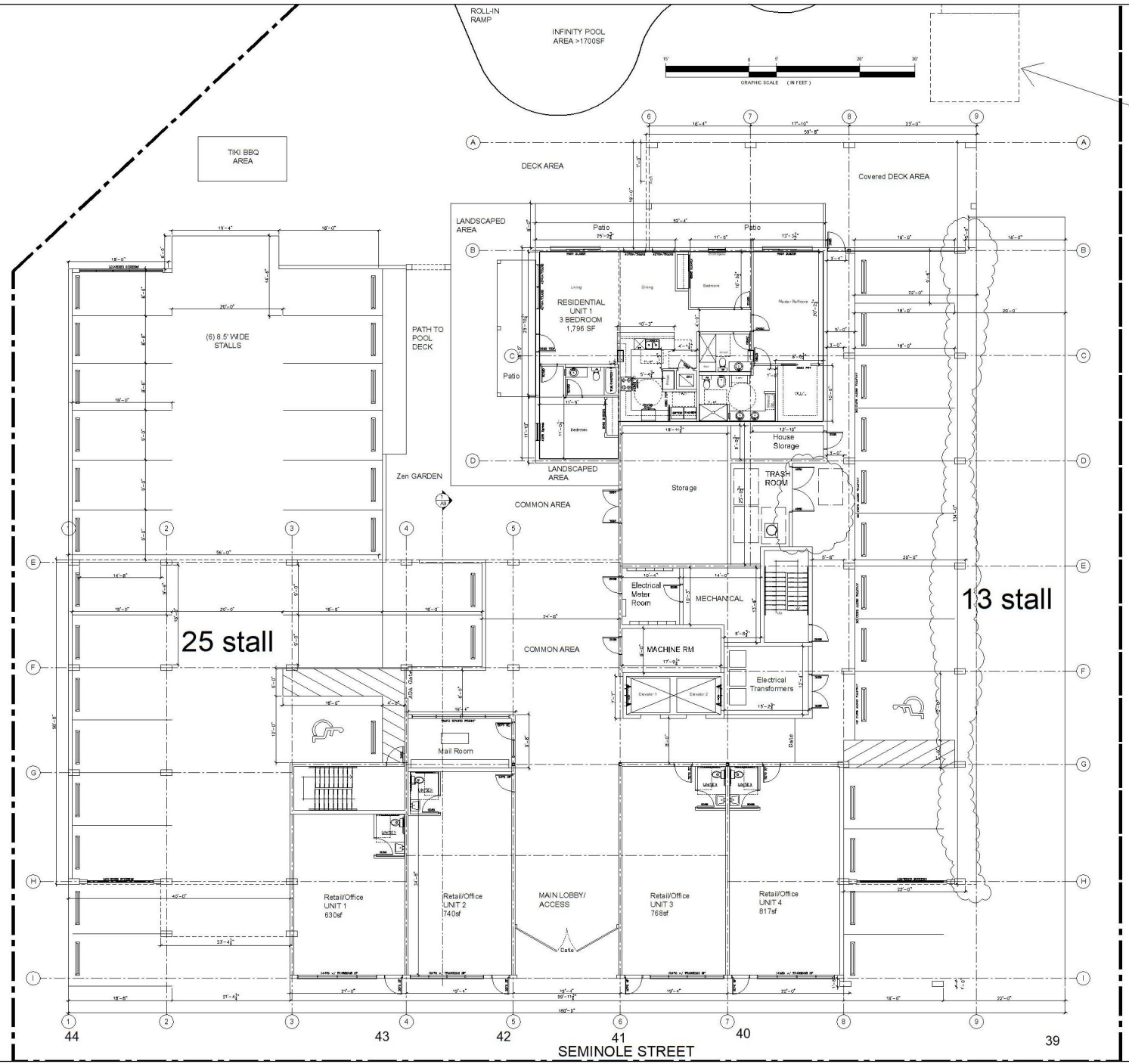
Job No. 19-1007
Drawn By JWS
Submittal Dates 5-21-2020

Revision Dates

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Sheet L-2 2

080420.20 CCM



Ground Floor

SCALE: 1/8"=1'-0"

05 06 20

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Town Planning
Architecture

ADVANCED ARCHITECTURE & Planning
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SAILFISH COVE CONDOS

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2	2ND_REVISION	
3	3RD_REVISION	

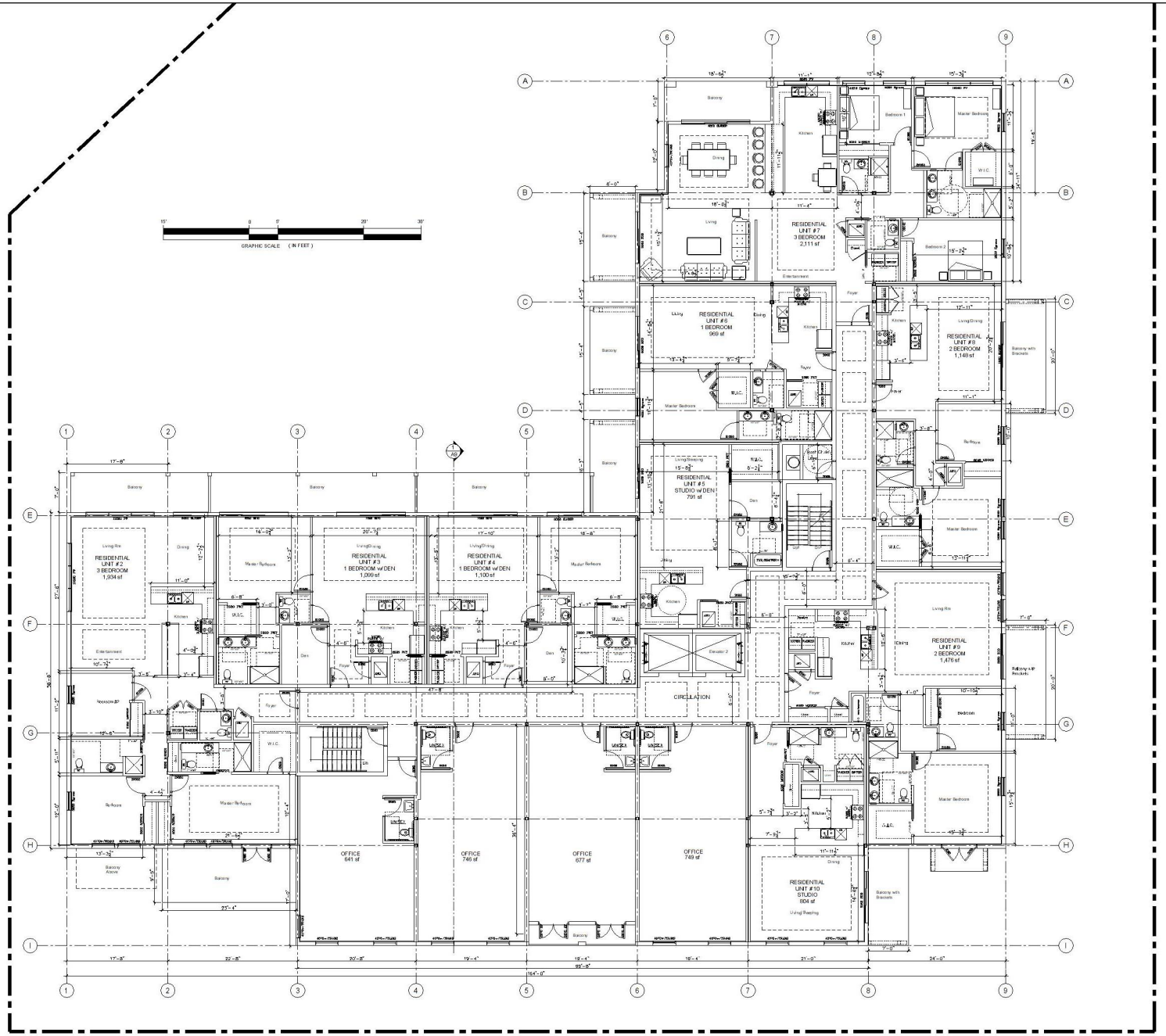
CLIENT:

SAILFISH COVE LLC

LICENSED ARCHITECT
MARCELLA CASHION
LICENSE NO. AR 0017475
STATE OF FLORIDA

A-1

Page 2 of 11



2nd Floor .

SCALE: 1/8"=1'-0"

03 26 20

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NO.	REVISION / ISSUE	DATE
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2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:

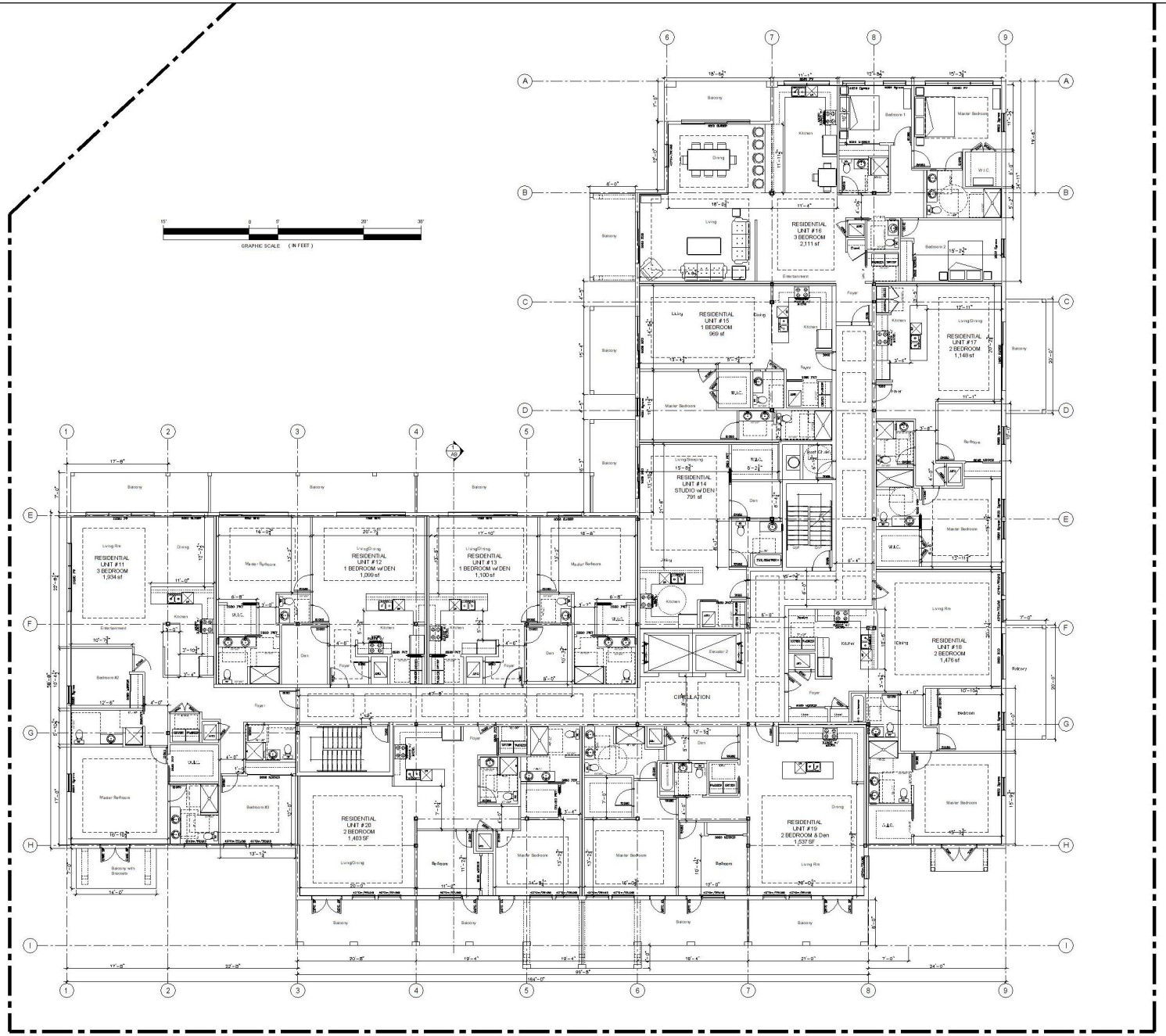
SAILFISH COVE LLC

LICENSED ARCHITECT ROBERT A. CASHION LICENSE NO. AR 0017475 STATE OF FLORIDA

A-2

Page 2 of 461

080420.20 CC M



3rd Floor .

SCALE: 1/8"=1'-0"

03 26 20

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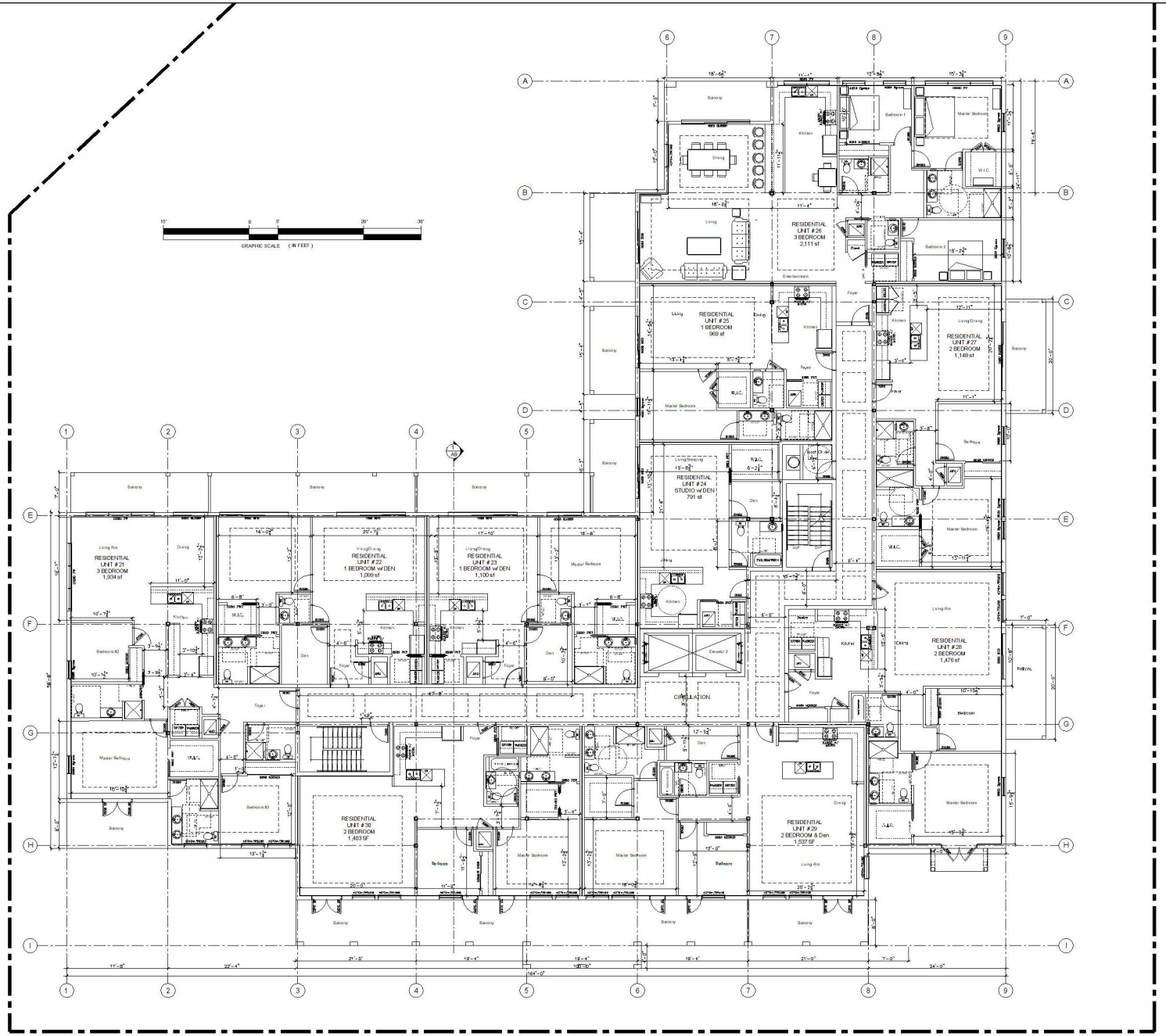
CLIENT:

SAILFISH COVE LLC

LICENSED ARCHITECT
LICENSE NO. AR 0017475
STATE OF FLORIDA

A-3

Page 2 of 461



4th Floor .

SCALE: 1/8"=1'-0"

03 26 20

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Mahaffey Cashion & Associates, Inc.
Town Planning
Architecture

ADVANCED ARCHITECTURE & Planning
(772)631-5709 AA26002573

BAYVIEW CONSTRUCTION SERVICES

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DO NOT SCALE DRAWINGS. ANY QUESTIONS ABOUT DIMENSIONS, CONTACT DESIGNER.

SAILFISH COVE CONDOS

START DATE:	01.19.20
NO. REVISION / ISSUE	DATE
1 1ST_REVISION	
2 2ND_REVISION	
3 3RD_REVISION	

CLIENT:

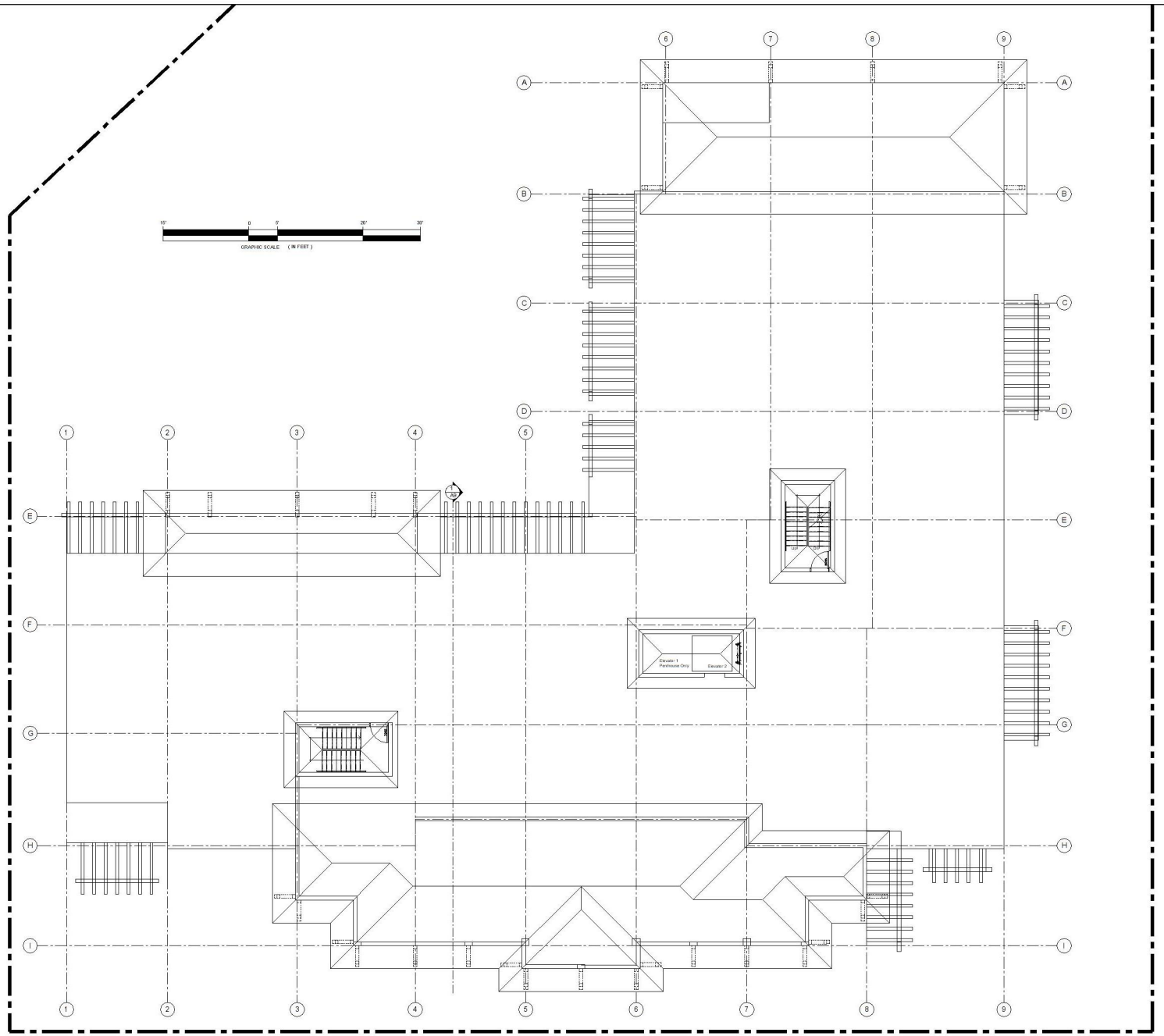
SAILFISH COVE LLC

LICENSED ARCHITECT ROBERT D. CASHION LICENSE NO. AR 0017475 STATE OF FLORIDA

A-4

Page 207 of 461

080420.20 CC M



Roof Level .

SCALE: 1/8"=1'-0"

03 02 20

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SAILFISH COVE CONDOS

START DATE:	01.19.20
NO.	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:

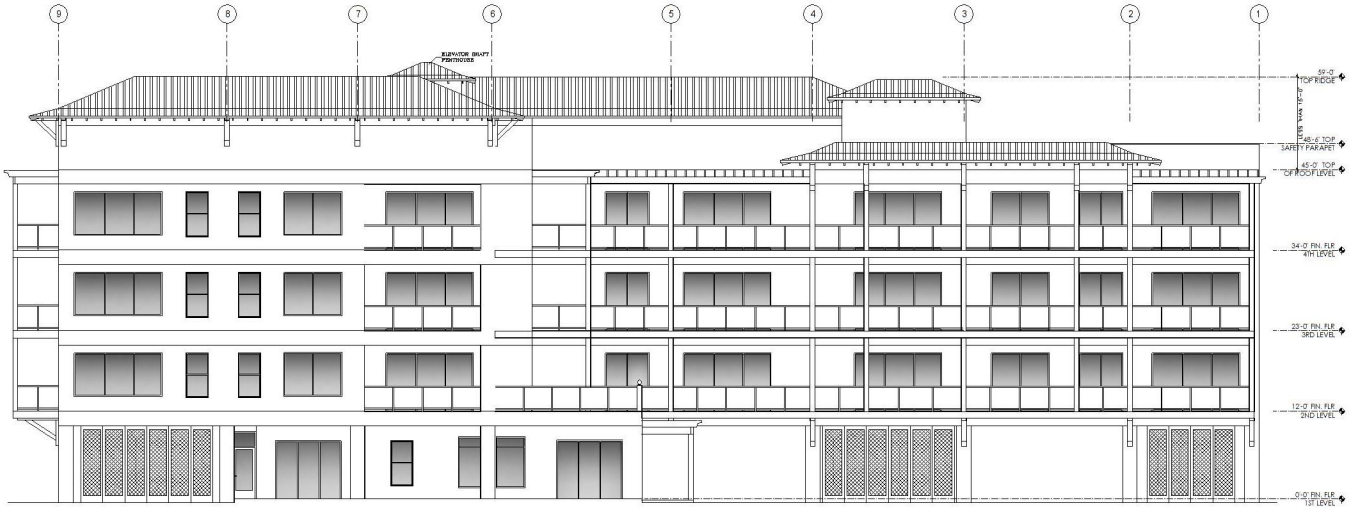
SAILFISH COVE LLC

LICENSED ARCHITECT
ROBERTO A. MARCILLA
LICENSE NO.
AR 0017475
STATE OF FLORIDA



South Elevation

SCALE: 1/8"=1'-0"



North Elevation

SCALE: 1/8"=1'-0"

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SAILFISH COVE CONDOS

START DATE: 01.19.20

NO	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:

SAILFISH COVE LLC

SEAL

LICENSED ARCHITECT BOARD OF FLORIDA
LICENSE NO. AR 0017475
STATE OF FLORIDA

A-6

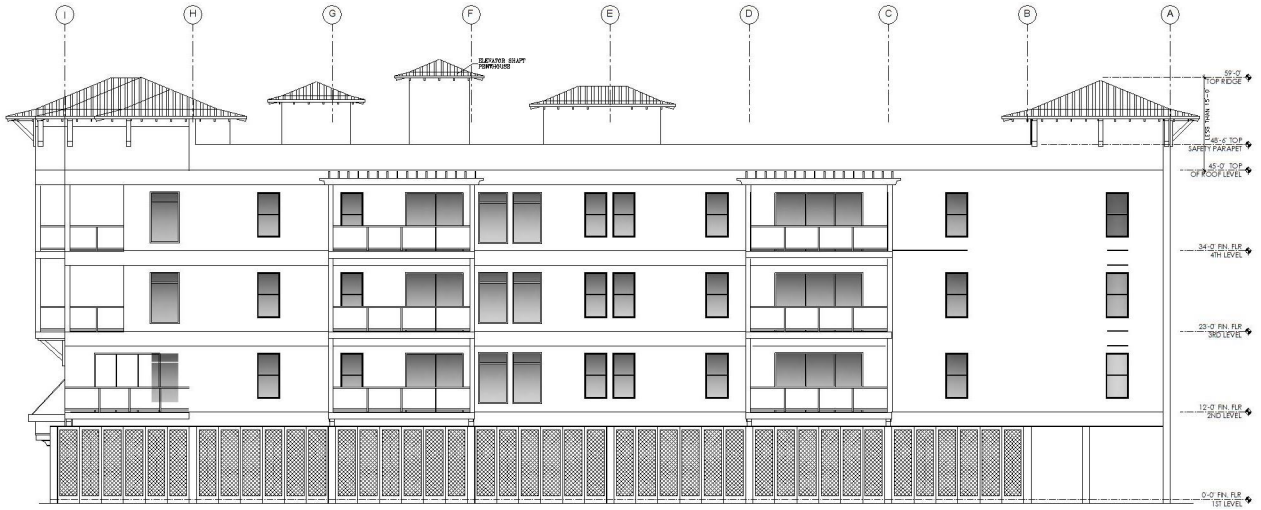
Page 20 of 61

0824.20.20 CC M



West Elevation

SCALE: 1/8"=1'-0"



East Elevation

SCALE: 1/8"=1'-0"

07 13 2020

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SAILFISH COVE CONDOS

START DATE:	01.19.20
NO	REVISION/ISSUE	DATE
1	1ST_REVISION	
2	2ND_REVISION	
3	3RD_REVISION	

CLIENT:

SAILFISH COVE LLC

LICENSED ARCHITECT
MARCELA CABRERA
LICENSE NO. AR 0017475
STATE OF FLORIDA

A-7

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UPUD

Project:	Sailfish Cove RPUD
Date	6.23.2020

Adjacent N	Saint Lucie River
Adjacent S	SW Seminole Street and Commerical
Adjacent E	Vacation rental property and Commercial properties
Adjacent W	Vacation rental units/ quadri-plex Restaurant & City of Stuart Administrative Building
Total Floor Space (sq.ft)	**7,005 sq. ft.bldg footprint tot. (Ground floor)**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation Ord. 2423-2020	COMPLY
2.07.00 D.2 a	Uses Ord. 2423-2020	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	COMPLY
2.07.00.D.2.d	Commercial Uses (<30%) vertical	COMPLY
2.07.00.D.3	Density Ord. 2423-2020	EXCEPTION REQUESTED
2.07.03 D.4.b	Open Space (>30%) Ord. 2423-2020	COMPLY
2.07.03 D.4.c	FAR Ord. 2423-2020	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%) Ord. 2423-2020	NOT APPLICABLE

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	NOT APPLICABLE
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	COMPLY
2.04.06	Certain street setbacks	EXCEPTION REQUESTED
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE
3.01.01	Generally	COMPLY
3.01.03E.1a	Principal building placement	EXCEPTION REQUESTED
3.01.03E.1b	side setbacks	COMPLY
3.01.03E.1c	rear setbacks	COMPLY
3.01.03E.1d	vista	COMPLY
3.01.03E.1e	front building façade	EXCEPTION REQUESTED
3.01.03E.2	Principal building height	COMPLY
3.01.03E.3	Principal building parking	COMPLY
3.01.03E.4	Architectural requirements	COMPLY

3.01.03E.5	Outbuildings	COMPLY
3.01.03E.6	Curbcuts	COMPLY
3.01.04 A-K	Architectural Standards and Regulations	COMPLY
3.01.04 L	Parking located within a building envelope	EXCEPTION REQUESTED
4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	NOT APPLICABLE
5.03.02	Wetland Protection	NOT APPLICABLE
5.04.00	Evironmentally sensitive lands	NOT APPLICABLE
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	NOT APPLICABLE
5.05.02	Tree removal	NOT APPLICABLE
5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	TO BE REVIEWED
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	TO BE REVIEWED
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	TO BE REVIEWED

STORMWATER

6.03.01	Generally	COMPLY
6.03.04	Management	COMPLY
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY

6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE
6.04.03 B.8	Visibility triangles	COMPLY
6.04.06	Land Use Transitions	NOT APPLICABLE

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	COMPLY
6.04.07 B.2a	Parking area adjacent to private property	COMPLY
6.04.07 B.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	COMPLY
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY

6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	COMPLY
6.05.02 C	Building Orientation	COMPLY
6.05.02 D	Façade Design	COMPLY
6.05.02 E	Massing	COMPLY
6.05.02 F	Other Features	COMPLY
6.05.02 G	Transitional Elevations	COMPLY
6.05.03 B	Blank Wall Area	COMPLY
6.05.03 C	Repeating Façade	COMPLY
6.05.04	Additional Façade	COMPLY
6.05.05	Roof Treatments	COMPLY
6.05.06	Entryways and customer entrance	COMPLY
6.05.07	Materials and Color	COMPLY
6.06.00	Green Development	COMPLY
6.07.00	Lighting	TO BE REVIEWED
6.08.00	Dumpster & Recycling	COMPLY
6.09.05	Fences	COMPLY
6.11.00	Signs	TO BE REVIEWED

Trees

	Shade or Canopy
	Palm
	Flowering
	Accent

Tree Species	Name	number	interior
(Ptychosperma elegans)	Alexander Palm*		
(Ilex opaca)	American Holly		
(Cordia boissieri)	Anacahuita, White Corda*		
(Phoenix canariensis)	Canary Island Date Palm*		
(Prunus caroliniana)	Cherry Laurel		
(Livistonia chinensis)	Chinese Fan Palm*		
(Ilex cassine)	Dahoon Holly		
(Ilex attenuata 'EastPalatka')	East Palatka Holly		
(Plumeria acuminata)	Frangipani Plumeria*		
(Cordia sebestena)	Geiger Tree		
(Cassia surattensis)	Glaucous Cassia*		
(Duranta repens)	Golden Dewdrop		
(Koelreuteria formosana)	Golden Rain Tree*		
(Bauhinia blakeana)	Hong Kong Orchid*		
(Capparis cynophallophora)	Jamaica Caper		
(Parkinsonia aculeata)	Jerusalem Thorn*		
(Quercus laurifolia)	Laurel Oak		
(Callistemon lanceolata)	Lemon Bottlebrush*		
(Quercus virginiana)	Live Oak		
(Gordonia lasianthus)	Loblolly Bay		
(Ptychosperma macarthuri)	MacArthur Palm*		
(Swietenia mahagoni)	Mahogany		
(Washingtonia robusta)	Mexican Washington Palm*		
(Myrsine guianensis)	Myrsine		
(Simaruba glauca)	Paradise Tree		
(Acoelorrhaphe wrightii)	Paurotis Palm		
(Tabebuia heterophylla)	Pink Tab or Trumpet Tree*		
(Tibouchina grandiflora)	Princess Flower Tree*		
(Tibouchina grandiflora)	Princess Flower Tree1*		
(Arecastrum romanzoffianum)	Queen Palm*		
(Lagerstromia speciosa)	Queens Crepe Myrtle*		
(Persea borbonia)	Red Bay		
(Acer rubrum)	Red Maple		

(Cocothrinax argentata)	Silver Palm		
(Tabebuia caraiba)	Silver Trumpet*		
(Pinus elliottii)	Slash Pine		
(Magnolia grandiflora)	Southern Magnolia		
(Magnolia virginiana)	Sweet Bay		
(Liquidambar styraciflua)	Sweet Gum		
(Plantanus occidentalis)	Sycamore		
(Myrica cerifera)	Wax Myrtle		
(Callistemon viminallis)	Weeping Bottlebrush*		
(Tecoma stans)	Yellow Elder		
Other			
	TOTALS	**0**	**0**

Shrubs/ground cover

	Shrub
	Ground Cover
	Vine

Shrub/Ground cover Species	Name	number	native
(Antigonon Leptopus)	Coral Honeysuckle		0
(Blechnum serrulatum)	Swamp Fern		0
(Catharanthus roseus)	Periwinkle		0
(Chrysobalanus icaco)	Cocoplum		0
(Conocarpus erectus sericeus)	Silver Buttonwood		0
(Conocarpus erectus)	Buttonwood		0
(Crinum americanum)	Swamp Lilly		0
(Forestiera segregata)	Florida Privet		0
(Glesminum Sempervirens)	Carolina Jessamine		0
(Hamelia patens)	Firebush		0
(Helianthus debilis)	Beach Sunflower		0
(Hymenocallis latifolia)	Spider Lily		0
(Ilex glabra)	Gallberry		0
(Lantana spp.)	Lantana species		0
(Lonicera)	Trumpet Honeysuckle		0
(Myrcianthes fragrans)	Simpson's Stopper		0
(Myrica cerifera)	Wax Myrtle		0
(Myrsine guianensis)	Myrsine		0
(Nephrolepis cordifolia)	Erect Swordfern		0
(Prunus caroliniana)	Cherry Laurel		0
(Spartina bakerii)	Cordgrass		0
(Sysirinchium)	Blue Eyed Grass		0
(Urechites lutea)	Wild Allamanda		0

(Vaccinium myrsinites)	Shiny Blueberry		0
(Viburnum obovatum)	Walter's Virburnum		0
(Zamia floridana)	Coontie		0
Other			0
	TOTALS	0	0

	tree	shrub	shade tree	palms	tree+shrub	Interior Shade
native	0	0	0	0	0	
other	0	0	0	0	0	
Total	0	0	0	0	0	0
interior	0		0			
Perimeter	0		0			

	%
Native	#DIV/0!
Shade	#DIV/0!
Int Shade	#DIV/0!

COMMUNITY REDEVELOPMENT BOARD COMPREHENSIVE PLAN REVIEW

Sailfish Cove UPUD

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Policy A7.1. The City of Stuart has designated the following land use categories and allowed uses for all land within the City of Stuart:
I. Downtown Redevelopment: Includes the land area within the Stuart Community Redevelopment Agency. 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.

Policy A7.3. The term "mixed use project" means one which allows for a mix of residential, non-residential and recreational land uses such that a functional vertical or horizontal mix of uses is achieved. These uses may be mixed within a single building or on a single site, providing that any impacts are mitigated through urban design techniques.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Objective B1. - Compact urban form.
Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Policy 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.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Objective B3. - Desirable pattern of land uses.
Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.
Policy B3.2.All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Policy 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.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

GOAL STATEMENT C

The future land use goal for the Community Redevelopment Area (CRA) [is] to maintain and strengthen the beauty, economic viability, cultural resources and social importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Objective C1. - [Urban Code Overlay Zone.]

The City shall implement the Stuart Urban Code Overlay Zone in the CRA which provides for adequate parking; encourages the ability of people to live, work, and shop without need of a car; defines urban spaces with buildings; creates interesting and pleasant itineraries along sidewalks; conceals parking lots; promotes alternative modes of transportation; and provides for harmony of architectural style.

Policy C1.1.The City of Stuart shall continue to implement the Architectural Regulations and the Stuart Urban Code in the CRA to regulate building size, height, and orientation.

Policy C1.2.The City of Stuart shall continue to implement the Stuart Architectural Regulations which have been adopted based on the Stuart Urban Code for the CRA to regulate materials, colors, and landscaping for buildings. These regulations shall encourage traditional, durable construction with materials that age well and fit with the existing architectural heritage of Stuart.

Comp Plan Review

Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

Objective C3. - Urban redevelopment.

Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:
A. Maintaining or increasing the amount of development and redevelopment.
Policy C3.5. The City shall promote compact urban form and discourage urban sprawl consistent with FLUE Objective B1 and Policy B1.1
Policy C3.4. The City shall implement land use categories in the URA that encourage mixed uses and higher intensities and densities consistent with FLUE Objective A7, its associated policies and the Future Land Use Map.
Policy C3.5. The City shall promote compact urban form and discourage urban sprawl consistent with FLUE Objective B1 and Policy B1.1.
Policy C3.11. The City shall require commercial development in the URA to utilize urban design features consistent with FLUE Policy B3.10 so as to create a more attractive and distinctive environment, promote pedestrian friendly design and establish a "sense of place" and character unique to Stuart that will attract complementary non-residential uses.

Comp Plan Review

Element III - HOUSING ELEMENT Goals, Objectives, and Policies

GOAL STATEMENT A

Ensure the provision of adequate residential sites and housing opportunities for affordable, structurally sound housing in a sufficient quantity to accommodate the housing needs of current and future residents of Stuart.

NOTE THAT PROPOSED AMENDED LANGUAGE IN THE COMP PLAN REPLACES **AFFORDABLE** WITH **ATTAINABLE**

Sailfish Cove UPUD
Justification Statement

Project Name: Sailfish Cove Urban Planned Unit Development.

Project Location: 37 & 41 S.W. Seminole Street, Stuart, Florida.

Request: Rezone the subject property from Urban Waterfront to Urban Planned Unit Development (UPUD) as per Section 11.01.09 of the City of Stuart Land Development Code on lands located within the City of Stuart Community Redevelopment Area. The request is to allow for multi-family development with 30 residential units with a density of 26.75 dwelling units per acre as per City of Stuart LDC Table 2.07.A. UPUD Unit Density. The proposal also includes 8 office/retail units totaling 5,768 square feet on the vacant 0.925-acre waterfront property.

Provision of parking within the building footprint, below the proposed residential units, provides a unique opportunity to ensure enough parking is available on site. The contour of the property dropping towards the water allows the parking to be accommodated within the building and on site and screened under the building.

Public Art: We are proposing a sculpture of jumping sailfish on the northwest corner of the property (see attached image) and a sculpture fence along the sea wall. The art on this fence will be visible both from the private deck area as well as from the public boardwalk. It will create an amenity along this public pedestrian path.

The Site: The property is located on vacant land located at 37 and 41 West Seminole Street, Stuart within the Community Redevelopment Area and is zoned Urban Waterfront and has a Downtown Redevelopment Future Land Use designation. Two single family structures are no longer situated on the subject property.

Table Summary:

	Existing Use(s)	Land Use	Zoning
Site	Vacant	Downtown Redevelopment	Urban Waterfront City of Stuart CRA
North	St. Lucie River	N/A	N/A
South	SW Seminole Street & Commercial Properties beyond	Downtown Redevelopment	Urban Center City of Stuart CRA
East	Vacation rental property and commercial properties	Downtown Redevelopment	Urban Waterfront City of Stuart CRA
West	Vacation rental units/quadri-plex, Restaurant & City of Stuart Administrative Building		

Parcel Control Number	05-38-41-004-000-00040-1
Address	37 and 41 West Seminole Street, Stuart
Site Area	0.925 acres
Proposed Use Summarized	One 4 story building with 30 multi-family residential units and 5,768 s.f. office/retail units with parking on street, on site and within the footprint of the building.
Streets	The Street functional classifications – Seminole Street is a one-way street with westbound traffic. The street is maintained by the City of Stuart.
Utilities	Water and Sewer are provided by the City of Stuart.

The Surrounding Properties: Seminole Street includes a mixture of commercial, office and residential uses along its one-way street. A multi-family mixed use project on the subject property is within walking distance from several bars, restaurants, parks, outdoor dining, shops and civic amenities.

The subject property on the banks of the Saint Lucie River to the north as a waterfront property. To the abutting east is an existing 2,136 square feet residence on a 0.19-acre property. A 0.20-acre property known as the Owl House abuts the proposal site to the east and is now part of a larger vacation rental property complex. Further east is a 3,800 square feet commercial/dental office unit on a 0.46-acre property. To the west is a property consisting of multiple occupancy or vacation rental units measuring over 3,000 square feet in total quadri-plex residential use on 0.16 acres. Further west is the Boathouse restaurant and bar with over 4,000 square feet of floor space and the City of Stuart administrative building beyond that with over 17,000 square feet of office space on a 1.33-acre property. South of the subject property and SW Seminole Street is Osceola Place, a mixed use residential and office and commercial building on 0.29 acres.

History: The property received approval as per Resolution Number 123-2017 for a Major Urban Code Conditional Use to accommodate a four story, twenty condominium unit multi-family development on October 9, 2017 as per Resolution Number 123-2017. Prior to that a portion of the property had received approval for a Major Urban Code Exception for the eastern property to allow for parking under the building envelope. The subject property was cleared of existing residential structures in 2018 and remains vacant and cleared at the time this development application was prepared and submitted.

January 27, 2020 the Land Development Code was amended as per Ordinance Number 2423-2020 and Ordinance Number 2424-2020 to include Urban Planned Unit Development (UPUD) district to amend the review procedures for proposals that involve UPUDs located within the Community Redevelopment Areas. The Sailfish Cove UPUD project is governed by and consistent with the these adopted Ordinances.

Residential density calculation: The proposal consists of 30 multi-family residential units on a 0.925-acre vacant property. Residential density for properties zoned Urban Planned Unit Development (UPUD) is in accordance with Ordinance Number 2423-2020, Chapter II, Section 2.07.00. Subsection I.b. Density.

The proposed density is in accordance with policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities. Table 20.07.A. has been used for the purpose of calculating residential density within the proposed UPUD.

Maximum Size of Proposed Unit	Unit Density Calculation	Number of Units
900 square feet	7 units 900 sf or less (7 x 0.5 = 2 units)	3.5
1,100 square feet	7 units up to 1100 sf (7 x 0.75 = 7.5 units)	5.25
Over 1,100 square feet	16 units over sf (16x1 = 16 units)	16
Density Calculations		24.75 units per acre
Total Density Calculations 24.75/.925		**26.75 units per acre**

Parking Calculation: Ordinance Number 2423-2020, Chapter II, Section 2.07.00. Subsection I.b. Density. Table 2.07.A. UPUD Parking Space Per Unit is applicable to the subject property. The parking calculation has applied the parking thresholds afforded to a property with a UPUD zoning designation. The subject property is located close to commercial amenities, restaurants and public parks and waterfront amenities. On street parking is included as part of the proposal while the intent is to also encourage live/work and lower levels of commute and dependence on motor vehicles.

The UPUD is requested ahead of City of Stuart plans to allow the landowners along Seminole Street to be included in the Parking-Exempt area of Downtown. This was agreed upon in return for property owners along the boardwalk between Riverwalk stage east to the Colorado Avenue pocket-park along the shores of the St. Lucie River granting their Riparian Rights to the City of Stuart to build the boardwalk. Parking calculations for the subject property take into consideration these commitments and apply a shared parking formula to the total number of spaces to be provided as part of the proposal. The calculations have been accommodated as follows:

Maximum Size of Proposed Unit	Parking Space Required Per Unit	Number of Parking Spaces
Under 900 square feet	7 residential units up to 900 s.f. (7 x 1.25 = 9 spaces)	9 spaces
Under 1,100 square feet	7 residential units up to 1,100 s.f. (7 x 1.5 = 11 spaces)	11 spaces
Over 1,101 square feet	16 residential units over 1,100 s.f. (1.5 x 16 = 24 spaces)	24 spaces
5,768 s.f. office/retail units	5,768 s.f. office/retail (1 space per 350 s.f. = 16.48 spaces)	16 spaces
		60 spaces subtotal
Shared Parking Formula	60 spaces/1.4 = 42 spaces required as a total based on a proposed shared parking formula	**42 spaces** to be provided with on street, on site and within the building envelope

Policies & Analysis to support request to rezone from Urban Waterfront to Urban Planned Unit Development:

Policy Support: The Sailfish Cove U PUD is consistent with Comp Plan **Policy A7.1. of the City of Stuart Comp Plan** as a property with a Downtown Redevelopment designation and within the Stuart Community Redevelopment Agency. The proposed multi-family residential and office and commercial uses are general uses permitted and a mix of residential uses and non-residential uses is encouraged and required within this designation.

Facilitating an infill development on the vacant property is consistent with Comp Plan **Objective B1. - Compact urban form.** The proposal is discouraging urban sprawl by facilitating an urban redevelopment and infill

development of the property and achieves a compact urban form.

In accordance with **Housing element Goal Statement A** included in the Comp Plan, approval of the Sailfish Cove UPUD is consistent with ensuring the provision of adequate residential sites and housing opportunities to accommodate the housing needs of current and future residents of Stuart.

The **Economic Development Goal Statement A** requires the City to develop and maintain an economic environment that will encourage the creation, expansion and retention of business within city limits while maintaining a high quality of life for its residents. Including a mix of office and commercial units as part of the Sailfish Cove project will facilitate economic development within the City of Stuart.

Section 2.07.00 PUD: The request to rezone the property to Urban Planned Unit Development is consistent with Section 2.07.00 in that the project is consistent with the overall planning and development goals and objectives of the City. The UPUD provides an alternative means of accommodating a commercial, office and residential project with the required flexibility to achieve a compact urban form of development on a vacant infill property within the City of Stuart Community Redevelopment Area. The project has been designed to establish a resilient living and working environment with imaginative and creative approaches to community planning, stormwater infrastructure and property design.

Specific to the provisions included for properties zoned Urban planned unit development (UPUD), the location is within the defined community redevelopment area of the city. The density proposed is in accordance with the density outlined in policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities of the underlying future land use designation and which is considered of a suitable character and compatible with surrounding uses. Density has been calculated in accordance with table 2.07.A.

The project has been designed with application of UPUD development standards as benchmarked against one of the Urban Waterfront district designation as one of the urban districts as defined in section 3.01.00 urban code. Such design characteristics as building placement, building height, non-residential parking, curb cuts, stormwater, open space, landscaping, architectural standards and the urban district design objectives have been considered throughout the design of the Sailfish Cove UPUD. The project has also carefully considered and applied standards regarding circulation, parking, utilities, drainage, open space and density as described in the City of Stuart Urban Code to achieve a high level of design of the infill project.

Section 11.01.09 Zoning Map Change Application Including PUD.

The proposal has been designed with consideration of the following criteria with responses provided for each to demonstrate compliance and consistency with City Comp Plan and Land Development Codes.

a. The existing land use pattern.

The Future Land Use of all the properties within proximity to the site is Downtown and the property is located within the City of Stuart Community Redevelopment Area (CRA). The list of permitted uses included in the Urban Code are applicable to all property located in the CRA, and include residential, commercial and office uses. The proposed multi-family, commercial/office units are consistent with the list of uses included in the Urban Code and the Urban Planned Unit Development provisions.

b. The possible creation of an isolated district unrelated to adjacent and nearby districts.

A request to rezone to UPUD is an option afforded to all property located with the CRA. The purpose of rezoning to a PUD is to provide alternative zoning procedure to accommodate residential, commercial, public service, industrial or urban planned unit development zoning districts in accordance with the development objectives of the City. The request to rezone to Urban Planned Unit Development (UPUD) district is consistent with the CRA Plan, Urban Code and the Comprehensive Plan provisions and will not create an isolated district.

c. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets.

The density of development proposed on the subject property is consistent with the provisions of policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities. Table 20.07.A. has been used for the purpose of calculating residential density within the proposed UPUD. The proposal would not increase or overtax the load on public utilities and facilities. The effective reuse of a brownfield site at a density and intensity as per the proposal site plan is consistent with the intent of the Comprehensive Plan. A density of 26.33 dwelling units on the subject property meets the intent of providing additional housing within the City as an infill development within proximity to established development patterns of residential, commercial, restaurant office, municipal and public amenities.

d. The possible overloading of the city's sewage collection, treatment and disposal facilities.

The applicant's engineer has prepared preliminary stormwater and engineering plans to demonstrate how the proposal has been designed to effectively accommodate the proposal on site in a way that will not overload the City's sewage collection, treatment and disposal facilities. At the Building Permit stage, the applicant will be required to demonstrate the required drainage and stormwater quality will be obtained, consistent with the conceptual engineers plans and stormwater report.

e. The possible overloading of the city's drainage system.

The development of the subject property will require approval of the conceptual reports prepared by the applicant's engineer, to be reviewed and approved by Public Works staff, and followed up with detailed civil drawings and design details required at the building permit stage in the process. These steps will ensure the project provides sufficient drainage and stormwater quality on the property.

f. The existing district boundaries in relation to existing conditions on the subject property.

There are no proposed changes to the district boundaries.

g. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate.

The subject property is a vacant waterfront property surrounded by a multitude of uses and development patterns within the City of Stuart's CRA and close to the Downtown district. Approving a residential, commercial and office mix of uses on the subject property with a rezone to UPUD provides an opportunity to remove the existing blight on the vacant and cleared property. The provision of an additional 30 residential multi-family units in close

proximity to a host of public and commercial amenities is appropriate in meeting the City of Stuart existing and project population growth to support the use of existing commercial, restaurant, office and public amenity use and expanding the tax base.

h. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.

The waterfront property is within proximity to the established Downtown and its multitude of uses, and is afforded the same opportunities for development patterns, permitted uses, scale, density as those existing properties. A request to rezone the property to UPUD has been achieved with a site plan designed to meet setback requirements, maintain an unobstructed view from Seminole Street to the St. Lucie River on both ends of the site. Existing residents within proximity to the proposal site will benefit from the proposed addition of office and commercial use.

i. The impact of the rezoning upon the flow of light and air to adjacent areas.

The proposed four (4) story apartments with office/retail units including parking within the building envelope, will not significantly reduce light or air to adjacent properties and areas. Compliance with side setbacks, provision of landscaping, and the incorporation of a building that has balconies to break up the façades and allow them to undulate and not overpower the adjacent properties. The view corridors/vistas to the St. Lucie River are intended to be maintained as part of the development proposal.

j. The impact of the proposed rezoning upon property values in the adjacent area.

This infill project will occupy a currently vacant waterfront property at a level of design, scale and use that will add value and increase the tax base for the City of Stuart.

k. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.

The proposed rezoning to UPUD offers assurances in development terms beyond a project that would be approved under the straight zoning (Urban Waterfront). Sailfish Cove is a project that has been designed to be consistent with the Downtown land use designation and apply the setbacks and Urban Waterfront zoning district development standards. The project has achieved a high standard of design with a scale and placement off Seminole Street that fits well with the adjacent properties.

l. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

Consistent with City of Stuart Comp Plan, CRA Plan and LDC policies, the proposal utilizes a vacant brownfield property and will achieve an urban redevelopment and infill development in a compact urban form. Population projections applicable to the City of Stuart anticipate a growth from 16,906 in 2020 to 19,465 by 2045 according to Florida Office of Demographic Research data and the Growth and Development Trends, February 2019. Consistent with the City of Stuart Comprehensive Plan Housing Element Goal Statement A, approval of the Sailfish Cove UPUD is consistent with ensuring the provision of adequate residential sites and housing opportunities to accommodate the housing needs of current and future residents of Stuart.

2. **Municipalities (2017)**

Municipalities City/County	2010	2016	2020	2025	2030	2035	2040	2045
Total County	**146,318**	**150,870**	**157,481**	**164,293**	**169,749**	**174,300**	**178,077**	**181,312**
Jupiter Island	817	810	810	810	810	810	810	810
Ocean Breeze Park	355	343	1,030	1,030	1,030	1,030	1,030	1,030
Sewalls Point	1,996	2,002	2,099	2,109	2,119	2,121	2,123	2,125
Stuart	15,593	16,197	16,906	17,638	18,224	18,712	19,118	19,465
Unincorporated	127,557	131,518	136,636	142,706	147,567	151,627	154,997	157,882

Source: Florida Office of Demographic Research, adjusted locally.

Procedural Requirements

A pre-application meeting was held February 5, 2020 with City staff ahead of the submittal of the request to rezone. Conceptual site plans, architectural elevations and renderings were discussed.

It is understood the project will be reviewed by City staff, considered by the CRB Board for recommendations and then by the City Commission with a first and second reading.

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

Hand Delivery
7.17.2020

Tom Reetz
Senior Planner
City of Stuart
121 SW Flagler Avenue
Stuart, FL
34994

RE: Sailfish Cove Rezoning, 41 SW Seminole St. Stuart. City Permit Ref #Z20050006

Dear Tom,

Please find attached the applicable updated information in support of the issues raised by staff:

1. CADD file and PDF of the site plan, including on street parking details.
2. Updated elevation sheets.
3. Updated justification statement.
4. Updated Engineering plans.
5. Seawall Certificate letter.
6. Updated Architectural Elevations.

We are in receipt of the review comments and provide the following responses and attached updated information to address all outstanding issues.

FIRE DEPARTMENT REVIEW– M. CAWLEY

Review Comment: NFPA 1 18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20 feet.

Response: *The access road is a public street and the applicant has no control over the width of Seminole Street. Parking access lanes are 20 (west) and 22 (east) feet wide.*

Review Comment: NFPA 1 18.2.3.4.1.2 Fire department access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches.

Response: *There are no roads into the project. There are two garage entrances. The building dimensions are such that emergency response can occur from the street. In this urban scenario, entering the project would equate to entering the building. There appear to be no other circumstances where the fire department requires to drive into a building.*

Review Comment: Fire line is a Fire Service Main.

Response: Acknowledged and accepted.

CRA DEPARTMENT – P.GANDHI

Review Comment 1: The proposed on-street parking improvements will be incorporated in the CRA proposed streetscape improvements plan for Seminole Street. Please provide revised CADD files to confirm dimensions of proposed on-street parking.

Response: *Agreed. The applicant has been in communication with the CRA to coordinate the ROW improvements effort.*

Review Comment 2: Please confirm that the developer agrees to pay the CRA for the construction costs associated with on-street parking improvements adjacent to the development site. The developer contribution for construction costs will be provided prior to the CRB meeting and will be part of the PUD condition. The amount will be due prior to site permits are issued.

Response: Agreed as per documentation provided by CRA Department on June 25th, 2020. The applicant would like to address interim on-street parking options until the CRA project is completed.

Review Comment 3: FPL is in the process of finalizing the design for undergrounding of utilities on Seminole Street. Since there is limited right-of-way on Seminole Street, the CRA will be coordinating with private property owners to acquire easement to install FPL transformer boxes. Please confirm if the applicant agrees to provide an easement for FPL transformer pad, if requested. This will be part of the PUD condition.

Response: *The applicant agrees to provide an easement for an FPL transformer pad, if requested provided that this transformer is intended to serve solely this project. There appear to be other open sites along Seminole Street to locate general distribution transformers.*

Review Comment 4: Based on our conversation today, I have drafted the following conditions for the PUD agreement:

a. Applicant agrees to contribute in the amount of $39,003 for all the elements associated with the on-street parking and sidewalk improvements.
b. Applicant agrees to provide 15 feet easement in fee simple rights-of-way dedication to the City for the sidewalk and on-street parking improvements.
c. Applicant agrees to enter into a license agreement with the City to use private property no more than 10 feet beyond the 15 feet of rights-of-way dedication for harmonization during the construction of Seminole Street.
d. Applicant agrees to maintain the proposed public art to be installed in the City's right-of-way.
e. Applicant agrees to provide easement for FPL transformer pad, if requested. (FPL is in the process of finalizing the design – hopefully we will know if easement is required or not prior to the CC public hearing).

Response: Subject to the review of the draft PUD conditions once incorporated into the UPUD zoning agreement, the applicant agrees to the conditions as suggested by CRA staff as follows:

a. *Agreed. Applicant would like to discuss interim on-street parking options given that the commercial proposed on the ground floor would benefit from daytime on-street parking along the frontage.*
b. *Agreed Wherever possible. Applicant agrees to provide an easement that will range between 13' to 15' as depicted in the Cad files submitted to the City. Proposed public art by the applicant will be within said setback.*
c. *Agreed.*
d. *Agreed.*
e. *See response to comment 3.*

PD POLICE DEPARTMENT

Review Comment: NONE

Response: *Staff to confirm the Police Department is an N/A, no comments required or pending review.*

PW PUBLIC WORKS DEPARTMENT REVIEW – M.ROGOLINO

Review Comment: In reviewing the above referenced project, this Department does approve the proposed UPUD only. Please address the following comments:

1. This review is not for construction.
2. Sanitation Service– to be reviewed during the site permit review process.
3. The Developer is responsible for all costs associated with the construction of proposed utilities (water, sanitary sewer) & Public Right–of–Way improvements.
4. The City of Stuart Utility Availability Fees, all fees must be paid prior to the activation of utility service.

Response: *Acknowledge and accept comments provided by the Public Works Department. Sanitation Service has, however, been reviewed by Kimley-Horn and Associates and the project team has responded.*

ZONING DEPARTMENT REVIEW – T. REETZ

Review Comment 1: Please submit an outline of the Master Homeowners Association that shall be the entity responsible for accepting notices from the City and correction any violations of the approving Ordinance.

Response: *An outline of the Master Homeowners Association will be forwarded under a separate cover.*

Review Comment 2: The seawall has not been completed and finally inspected by the City Building Official, the ends of the seawall are leaking sediment onto abutting properties and river. A Development Condition will require the seawall to be complete before site and building permits are issued.

Response: *The seawall has been completed.*

Review Comment 3: Sec. 2.04.05 All waterfront properties shall conform to the Comprehensive Plan and Code section 5.06.00 mandated waterside setbacks of 10 feet in the CRA. The pool needs to hold 10 feet from the waterside lot line or perpendicular to the mean high–water line as established by the survey.

Response: *Acknowledged. The site plan indicates the pool will be designed and submitted with construction documents. Compliance with the required 10 ft. setback from the waterside lot line will be ensured*.

Review Comment 4: If a sculpture in a water fountain and decorative fence is being proposed as the required public art for the project, then provide value, artist, details, etc. per sec.3.01.08 of the City Land Development Code.

Response: *The sculpture in a water fountain, water fountain and decorative fence are proposed as the public art provision in accordance with Section 3.01.08- Public Art.*

In accordance with Section 3.01.08.C. the professional artist(s) is unknown, the value of the work of art is estimated to be $125,000, and intended to be not less than 1% if the vertical construction cost of the development. Additional art will be incorporated into the railing facing the rear of the property, along the public boardwalk.

Review Comment 5: Section 3.01.03E.2. the maximum building height for a 4−story building is 45 feet to the building's eave. Show building elevation markers on elevation sheets.

Response: *Acknowledged. The attached elevation sheets have been revised to include the building elevation markers showing the maximum height of the building as 45 feet, and in compliance with Comp Plan Objective A5.6.*

Review Comment 6: Section 3.01.03E.f. If a building façade is 100 feet or more in width, an additional vista shall be provided. The 22−foot louvered screen that abuts the east side of the building is visually considered part of the façade. Provide an additional 12−foot vista within the building's façade. Vista: A visual corridor at ground level with an unobstructed view from any public right−of−way to the St. Lucie River.

Response: *The central volume of the building is 100' wide. There are two 20' and 22' wide unobstructed view corridors on both sides of this central volume where cars access parking. Additionally, the applicant has amended the front elevation (as shown in 3D render) to show the potential increased view resulting from the suggested removal of the louvered screen. However, the team of professionals involved in the design feel that eliminating this detail only exposes parked cars to the pedestrian realm and don't necessarily increase the view of the waterfront. The proposal achieves a satisfactory level of protection of public health, safety and welfare of citizens without triggering a need to achieve additional view corridors.*

Review Comment 7*:* Sec. 6.01.12 − Shared parking. Please submit ITE calculations and justification for shared parking by meeting the following City Land Development Code criteria including parking spaces that are in close proximity and readily accessible to uses served and uses having different peak parking demands and operating hours, (residential, office, retail) a reduction in vehicle movements by the users of shared parking spaces and 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. It is the responsibility of the applicant for shared parking approval to provide a description of the uses, plan document or civil plan as appropriate, trip generation report, parking study and other information necessary to permit a finding by the City Development Director regarding the request for shared parking.

Response:
Specific to parking provisions with a proposed UPUD, Section2.07.00.A. parking requirements may depart from and provide alternative means of development standards as part of a proposed PUD.

Parking has been calculated in conformity with best practices for authentic mixed use districts,
Downtown Stuart has a very limited number of residential units. Existing residential units and projected residential supply (assuming all vacant properties develop at highest possible density) still results in an excess provision of commercial parking needs vs. residential parking needs. This overage results in an opportunity to increase residential parking reliability in shared parking strategies. Shared parking on the subject property includes a commitment to utilize the proposed office and retail parking space provision outside of core business hours when businesses will be closed.

Properties close to subject development are mostly commercial. There are less than 10 residential units and a public parking lot within a 600' radius of this proposed development, and while parking is limited to 3 hours during the day it is available for overnight parking for residential uses.

The attached Urban Land Institute Shared Parking Values table can be applied to demonstrate that the current ratio of residential to retail and office in the Downtown district has excess capacity to support off-hours parking for residential uses for this building as well as at residential build-out.

Table 4
Urban Land Institute Shared Parking Model
Hourly Parking Demand Ratios -- Default Values
Weekday

Hour	Office Per 1,000 sf	Retail Per 1,000 sf	Restaurant Per 1,000 sf	Residential Per Dw. Unit	Hotel Per Room	Cinema Per Seat
6:00 a.m.	0.1	0.0	0.0	1.00	1.00	0.00
7:00 a.m.	0.6	0.3	0.5	0.87	0.85	0.00
8:00 a.m.	1.9	0.7	1.0	0.79	0.65	0.00
9:00 a.m.	2.8	1.6	2.0	0.73	0.55	0.00
10:00 a.m.	3.0	2.6	4.0	0.68	0.45	0.00
11:00 a.m.	3.0	3.3	6.0	0.59	0.35	0.00
12 Noon	2.7	3.7	10.0	0.60	0.30	0.10
1:00 p.m.	2.7	3.8	14.0	0.59	0.30	0.15
2:00 p.m.	2.9	3.7	12.0	0.60	0.35	0.15
3:00 p.m.	2.8	3.3	12.0	0.61	0.35	0.15
4:00 p.m.	2.3	3.5	10.0	0.66	0.45	0.15
5:00 p.m.	1.4	3.0	14.0	0.77	0.60	0.15
6:00 p.m.	0.7	3.1	18.0	0.85	0.70	0.20
7:00 p.m.	0.2	3.4	20.0	0.94	0.75	0.25
8:00 p.m.	0.2	3.3	20.0	0.96	0.90	0.25
9:00 p.m.	0.1	2.3	20.0	0.98	0.95	0.25
10:00 p.m.	0.1	1.2	18.0	0.99	1.00	0.25
11:00 p.m.	0.0	0.5	14.0	1.00	1.00	0.20
12 Mid	0.0	0.0	10.0	1.00	1.00	0.15
Persons/Veh	1.2	1.8	2.0	1.0	1.4	2.0
Mode	Assumes 100% Auto Usage for all Land uses.					

Source: Source: Urban Land Institute, *Shared Parking*. Exhibit C1.

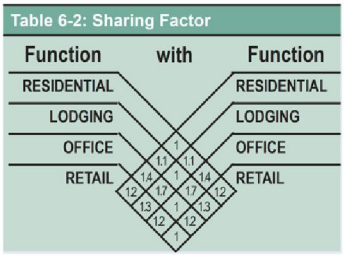
In addition, under Section 11.6.2.A Parking Requirements of the Martin County PMUV this same building has a requirement of 35 parking spaces if elements in table 6-1 and 6-2 below are applied. The applicant is providing 42 as it is only applying the sharing parking factor outlined in table 6-2

Table 6-1: Automobile Parking Requirement Chart

Use	Number of Parking Spaces T5[1]	T4[2]	T3/T2[2]	C[2]	SD-W[2]
Residential	2 / dwelling	1 / dwelling	2 / dwelling	---	1.5 / dwelling
Lodging	1 / guest room				
Office	2 / 1,000 sq. ft.				
Retail	3 / 1,000 sq. ft.				
Civic	TBD by Warrant				
Education	1 per 12 students				
Other: General	TBD by Warrant				
Other: Agricultural / Industrial	1 per employee on largest shift				

[1]Maximum number of spaces permitted
[2]Minimum number of spaces required

Table 6-2: Sharing Factor



Of note as well is that this UPUD is requested ahead of City of Stuart plans to allow the landowners along Seminole Street to be included in the Parking-Exempt area of Downtown. This was agreed upon in return for property owners along the boardwalk between Riverwalk stage east to the Colorado Avenue pocket-park along the shores of the St. Lucie River granting their Riparian Rights to the City of Stuart to build the boardwalk. Staff are requested to consider this information when reviewing the parking calculations for the subject property.

Finally, the Applicant has agreed to contribute $39,003 and a 13' to 15' easement for all elements associated with the on-street parking and improvements of Seminole Street.

Review Comment 8: Sec. 6.01.19 Should the shared parking approval not be enough to satisfy required on−site parking; an option would be to make payment in lieu of parking for up to three parking spaces to be paid into to the Stuart Parking Trust Fund.

Response: *The Applicant has agreed to donate a 13' to 15' easement along the entire ROW and to contribute $39,003 for all elements associated with the on-street parking and sidewalk improvements and provide additional commitments to support the City of Stuart's Seminole Street parking and pedestrian improvements.*

KIMLEY-HORN AND ASSOCIATES – KEVIN ROBERSON, P.E.

Review Comment: Justification Statement - 1. On Page 3 under the History Section, it references 20 boat slips from the original approval will be kept however the boat slips are not shown on any of the drawings in the submittal.

Response: *The proposed boat slips are now shown on the drawings to be permitted separately as per State Statutes.*

Review Comment: Justification Statement - 2. On Page 4, update the breakdown of the parking spaces to match the site plan, or verify which one needs to be updated.

Response: *The justification statement has been updated to reflect the breakdown of parking spaces to match the site plan.*

Review Comment: Justification Statement - 3. Page 4, it states 43 parking stalls are provided, however only 42 are shown on the Site plan.

Response: *The justification statement has been updated to reflect the proposed parking provision, consistent with the site plan.*

Review Comment: Site Plan - 1. Describe trash collection for this site. A Trash Room is shown on the east side of the building. What size trash containers will be used? Please describe the path these bins will be rolled to Seminole Street for pick up without interfering with car overhangs.

Response: *The proposed trash collection details are detailed on the Construction Plans in accordance with City code provisions.*

Review Comment: Site Plan - 2. Show location of bicycle parking spaces.

Response: *The site plan has been updated to show the proposed location of bicycle parking spaces on the subject property*.

Review Comment: Site Plan - 3. In the parking table, update 1.4 circled below to 1.5 and 300 to 350 also circled below. This does not change the calculated number.

Parking Calculations (Table 2.07.A.):

	Required:
UPUD - 1.5 Spaces per unit over 1,101 s.f. 16 Units x 1.4 = 24 Spaces	24
UPUD - 1.4 Spaces per unit under 1,100 s.f. 7 Units x 1.4 = 10 Spaces	10
UPUD - 1.25 Spaces per unit under 900 s.f. 7 Units x 1.25 = 9 Spaces	9
Retail & Office Ground Floor - 1 Space per 350 s.f. 2,955 s.f. / 300 = 9 Spaces	9
Office Second Floor - 1 Space per 350 s.f. 2,813 s.f. / 350 = 8 Spaces	8
Sub-Total:	60
Total: (Including Martin County parking	42

Response: *The site plan has been updated to include the suggested modification to the parking calculation numbers as per those highlighted in the review comments.*

Review Comment: Engineering Plans - Engineering plans are acceptable for this submittal.

Response: *Acknowledged and accepted.*

Review Comment: Engineering Plans - Below are a few comments for Building permit submittal:

1. Update the north arrow orientation on Sheet 3.

Response: *Acknowledged. The north arrow orientation has been corrected on Sheet* 3.

Review Comment: Engineering Plans Building permit submittal:

2. Several retaining walls are identified in the Section on Sheet 6 but are not called out on Paving and Drainage Plan Sheet 5.

Response: *The Paving and Drainage Plan Sheet 5 has been updated to include the retaining walls identified in the Section on Sheet 6.*

Review Comment: Engineering Plans Building permit submittal –
3. On Sheet 8, there are callouts for a fire line to the dock on the north side of the site, however the pipeline work is not shown connecting to the meter detail along the west side of the site.

Response: *Engineering Plans have been updated to show the proposed fire line to the dock on the north side of the site as per the attached modifications.*

Review Comment: Engineering Plans Building permit submittal –
4. Update the plan view of the water meter area to match the water meter detail with the final utility plans.

Response: *The plan view of the water meter area has been updated to match the water meter detail.*

Review Comment: Stormwater Management Report 1. Reviewed - no comments.

Response: *Acknowledged and accepted.*

Kimley-Horn and Associates – Traffic Impact Statement Review Nicholas J. Mora, P.E.

Review Comment: Kimley-Horn has reviewed the Traffic Impact Statement (dated April 29, 2020) prepared by Captec Engineering, Inc. related to the above-mentioned project. The subject project is located generally on the north side of Seminole Street, east of St. Lucie Avenue and consists of 30 multifamily (mid-rise) dwelling units. Access to the project will be provided via one full access onto Seminole Street. Based on the analysis provided, the project has the potential to generate 162 net new daily trips, 11 net new AM peak hour trips (3 in / 8 out), and 14 net new PM peak hour trips (9 in / 5 out). The analysis demonstrates that adjacent impacted roadways will operate acceptably upon buildout of the development. We have no further comments at this time.

Response: *Acknowledged and accepted.*

We trust the above response comments and attached supporting and updated information addresses all the issues raised. Should you require any additional information please do not hesitate to call.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.
Encl.



Sailfish Cove

Proposed Rendering







Sailfish Cove

37 West Seminole Street, Stuart, Florida
Project No. 1941

STORMWATER MANAGEMENT REPORT

PREPARED FOR:

City of Stuart



Joseph Capra, P.E.
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
EB-0007657

April 2020

JOSEPH W. CAPRA, P.E.
FLORIDA P.E. LICENSE NO. 37638

Table of Contents

1.0 INTRODUCTION 1

2.0 BACKGROUND 1

2.1 Project Location 1

2.2 Project Description 1

3.0 EXISTING CONDITIONS 1

3.1 Existing Land Use 1

3.2 Flood Zone 1

3.3 Soils 1

3.4 Seasonal High Groundwater Elevation 2

3.5 Topography 2

4.0 SURFACE WATER MANAGEMENT SYSTEM 2

4.1 Drainage Basin and Rainfall 2

4.2 Water Quality Treatment Volume 2

4.3 TMDL Treatment 3

4.4 Parking Elevations 3

5.0 CONCLUSION 3

6.0 REFERENCE MATERIAL 3

JOSEPH W. CAPRA, P.E.
FLORIDA P.E. LICENSE NO. 37638

List of Attachments

Exhibits:

Exhibit 1 - Location Map

Exhibit 2 - Site Aerial Image

Exhibit 3 – FEMA Firmette Flood Map

Exhibit 4 – USDA / NRCS Soil Survey Map

Exhibit 5A – SFWMD Rainfall Record (10 year / 1-day)

Exhibit 5B – SFWMD Rainfall Record (25 year / 3-day)

Exhibit 5C – SFWMD Rainfall Record (100 year / 3-day)

Exhibit 6 – Proposed Stormwater System Layout

Appendices:

1. Drainage Calculations
2. BMP Train Calculations
3. USDA / NRCS Custom Soil Resource Report
4. Geotechnical Engineering Evaluation (GFA International – July 2017)

JOSEPH W. CAPRA, P.E.
FLORIDA P.E. LICENSE NO. 37638

1.0 INTRODUCTION

The purpose of this report is to present the surface water management system design intended to serve the proposed Sailfish Cove Condominium Building. The proposed building will consist of Single-Family Condominiums and will be located in the City of Stuart, within Martin County, Florida. The report also describes related information discovered during site reconnaissance and project research.

2.0 BACKGROUND

2.1 Project Location

The project site is located at longitude 80°15'13" West and latitude 27°11'60" North, within Section 5, Township 38 South, Range 41 East in Martin County. It is located in the City of Stuart along SW Seminole Street. It is bordered to the northwest by Harbor House Hotel, to the north by St. Lucie River, to the southeast by a Private Residence, and to the south by SW Seminole Street. Refer to the attached Location Map on **Exhibit 1**.

2.2 Project Description

The existing Total Site Area is **0.925** acres. The site improvements consist of a proposed Condominium Building, on-site paved surfaces (under building parking area, sidewalks), a pool / common area, and the development of an on-site surface water management system consisting of exfiltration trench, storm inlets, and a pipe conveyance system to a control structure that will ultimately outfall to the St. Lucie River.

3.0 EXISTING CONDITIONS

3.1 Existing Land Use

The existing site previously contained two single family homes. The site has been cleared and the two single family residences have been removed. The site is currently vacant and cleared. The Site naturally grades away from Seminole Street toward the seawall. Drainage occurs predominantly by overland sheet flow towards the existing sea wall / St. Lucie River. Please refer to the attached Site Aerial Image on **Exhibit 2**.

3.2 Flood Zone

The site area contains a very minimal portion of the FEMA Flood Zone "VE" on the northeast side along the existing seawall as shown on the attached FEMA Firmette Flood Map (**Exhibit 3**) obtained from FEMA Map Number 12085C0134H, updated February 19, 2020. This portion of the Flood Zone shown on the FEMA Flood Zone Map is most likely present because the old sea wall had a breech allowing water past the property line. The old sea wall has since been removed and replaced with a functioning sea wall designed to remove any threat of flooding to the site; therefore, no Floodplain Compensation is required. Refer to the attached FEMA Firmette Flood Map on **Exhibit 3**.

3.3 Soils

The Soil Survey of the Martin County Area, Florida (USDA, SCS 1981) indicates that the surficial soil is Urban Land 0 to 2 percent slopes (23). Refer to **Exhibit 4** for the USDA Soil Survey Map. The USDA / NRCS Custom Soil Resource report for the subject area is also included in **Appendix 3**.

A geotechnical report was conducted by GFA International, Inc. dated July 17, 2017 **(Refer to Appendix 4)**. This limited subsurface soil exploration and preliminary geotechnical engineering evaluation report consisted of standard penetration tests, auger borings, soil hydraulic conductivity testing, and engineering analysis.

3.4 Seasonal High Groundwater Elevation

The groundwater elevations were encountered 6.5 to 12.1 feet blow the existing ground surface (ground elevation 6.00 NAVD & 12.00 NAVD respectively). The groundwater table will fluctuate seasonally depending on local rainfall and other site-specific influences including the water levels in the nearby St. Lucie River with tidal influences. The Geotechnical report puts the groundwater at elevation 3.50+/- NGVD or 2.00+/- NAVD. Refer to **Appendix 4** for the soil boring data. A control elevation (MHW) of 2.00 NAVD was used.

3.5 Topography

The project parcel was surveyed by Stephen J. Brown, Inc. The survey prepared is entitled, "Topographic Boundary Survey" prepared for SBS Properties, LLC dated May 26, 2017.

According to the topographic information provided on this survey, natural ground elevations range from approximately EL 3.20 to EL 12.80, North American Vertical Datum of 1988 (NAVD88). This survey was conducted prior to the installation of the new sea wall. The overall site drains predominantly by overland sheet flow from Seminole Street to the St. Lucie River.

4.0 SURFACE WATER MANAGEMENT SYSTEM

4.1 Drainage Basin and Rainfall

Currently, a standard General Permit No. 43-00946 known as Confusion Corner Drainage Improvements is in effect for the surface water management system serving 24.6 acres of residential and commercial developments including the project site.

Storm event rainfall was determined using the South Florida Water Management District (SFWMD) Rainfall Records **(Exhibit 5A-5C)**.

4.2 Water Quality Treatment Volume

The Sailfish Cove development will provide water quality treatment for the proposed site via a storage volume in exfiltration that will be placed within the Parking area and ultimately discharge through a control structure into the St. Lucie River.

The Water Quality Volume of **0.73 ac-ft** provided on the plans and calculations meets the pollutant reduction volume of **0.08 ac-ft** required per the BMPTrains calculations. Refer to **Appendix 1.3** for Water Quality Treatment calculations. Refer to **Appendix 2** for BMPTrains Calculations.

4.3 TMDL Treatment

Nitrogen and Phosphorous removal will take place in the proposed Bio-swale. See **Appendix 2** for BMP Train Calculations. Required Nitrogen reduction was established at 57% and the Bio-swale was found to provide a 93% reduction. Required Phosphorous reduction was established at 69% and the Bio-swale was found to provide a 93% reduction.

4.4 Parking Elevations

The exfiltration system will provide storage volume to prevent any flooding that would occur at the ground level under building parking due to rainfall on-site. Any flow occurring over green areas will be picked up by yard drains that will connect to the outfall structure. The proposed FFE / Parking elevation will be set above the adjacent road crown elevation that was witnessed to range from 12.00 to 12.30.

5.0 CONCLUSION

The proposed Sailfish Cove is located in the City of Stuart along SW Seminole Street. It is bordered to the northwest by Harbor House Hotel, to the north by St. Lucie River, to the southeast by a Private Residence, and to the south by SW Seminole Street. The site is currently cleared and vacant with a recently constructed and improved sea wall. The site improvements consist of a proposed Condominium Building, on-site paved surfaces (under building parking area, sidewalks), a pool / common area, and the development of an on-site surface water management system consisting of exfiltration trench, storm inlets, and a pipe conveyance system to a control structure that will ultimately outfall to the Indian River. Please see the attached drainage calculations and construction plans. As described above, the proposed design meets and exceeds the site requirements to successfully treat, store, and safely discharge stormwater amounts established by historical rainfall benchmarks witnessed in the area.

6.0 REFERENCE MATERIAL

1. SFWMD ERP Applicant's Handbook Volume II, October 2013
2. Soil Survey of Martin County, Florida (USDA, NRCS)
3. Martin County Land Development Regulations
4. FEMA Flood Map

Sailfish Cove

City of Stuart, Martin County, Florida

Project No. 1941

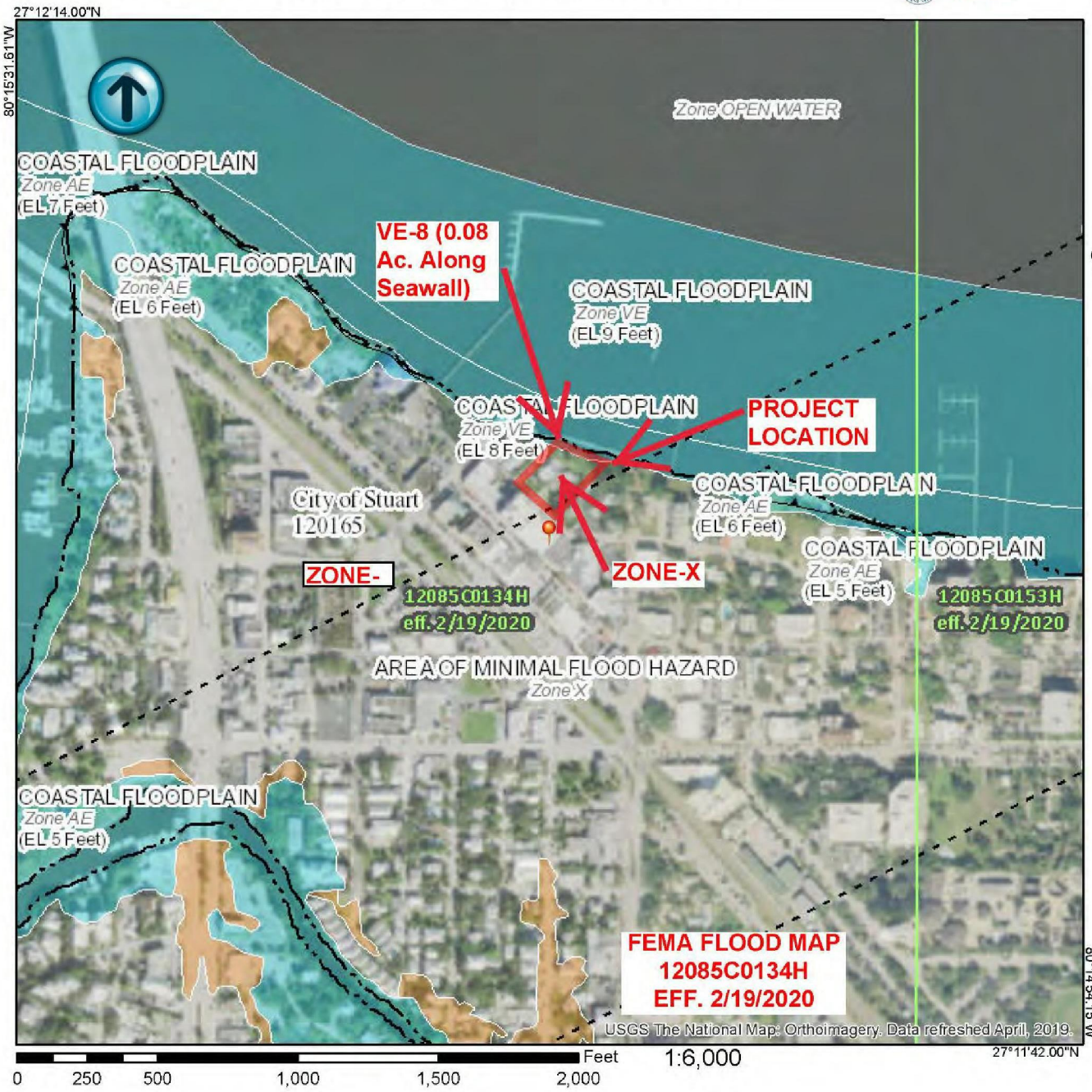
EXHIBITS

Exhibit 1	Location Map
Exhibit 2	Site Aerial Image
Exhibit 3	FEMA Firmette Flood Map
Exhibit 4	USDA / NRCS Soil Survey Map
Exhibit 5A	SFWMD Rainfall Record (10-year / 1-day)
Exhibit 5B	SFWMD Rainfall Record (25-year / 3-day)
Exhibit 5C	SFWMD Rainfall Record (100-year / 3-day)
Exhibit 6	Proposed Stormwater System Layout


NW DIXIE HIGHWAY
NW FEDERAL HIGHWAY (U.S. 1)
ST. LUCIE RIVER
Sailfish Cove
S DIXIE HIGHWAY
CITY OF STUART
SE OCEAN BLVD
SHEPARD PARK
S COLORADO AVE
SW FEDERAL HIGHWAY (U.S. 1)


ST LUCIE RIVER
CITY HALL COS
SW FLAGLER AVE
S DIXIE HWY
SW ST LUCIE AVE
SW SEMINOLE ST
SW OSCEOLA ST
Sailfish Cove
SW JOAN JEFFERSON WAY
COLORADO AVE
SE SEMINOLE ST
SE OSCEOLA ST
SW 3rd ST
AKRON AVE
CALIFORNIA AVE
SW OCEAN BLVD.
SE OCEAN BLVD

National Flood Hazard Layer FIRMette



FEMA

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 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- 513 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 4/17/2020 at 9:05:02 AM 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.

EXHIBIT 3 – FEMA FIRMETTE FLOOD MAP
1941 – Sailfish Cove Drainage Report

CAPTEC Engineering, Inc. 04/24/2020 GCM
Civil Engineering Professionals



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 66 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, ridges on marine terraces, rises on marine terraces, hills on marine terraces, knolls on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, riser, talf, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: No parent material

Minor Components

Mattacha
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
Hydric soil rating: No

St. augustine
Percent of map unit: 2 percent
Landform: Marine terraces
Landform position (three-dimensional): Tread, rise
Down-slope shape: Linear
Across-slope shape: Convex
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: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

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: 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): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Linear, convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Boca
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: Linear, concave
Other vegetative classification: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

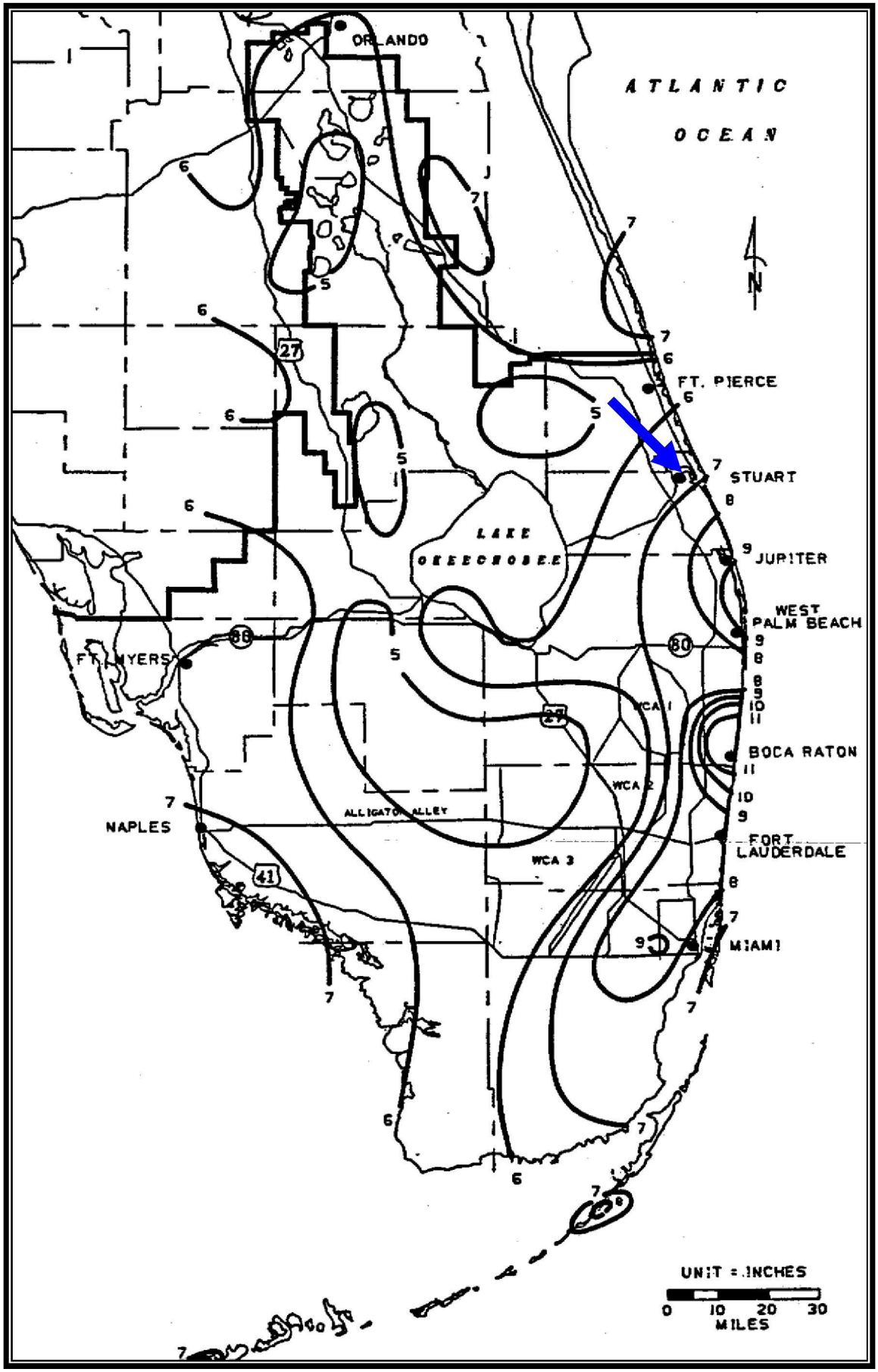
Myakka
Percent of map unit: 1 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Other vegetative classification: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

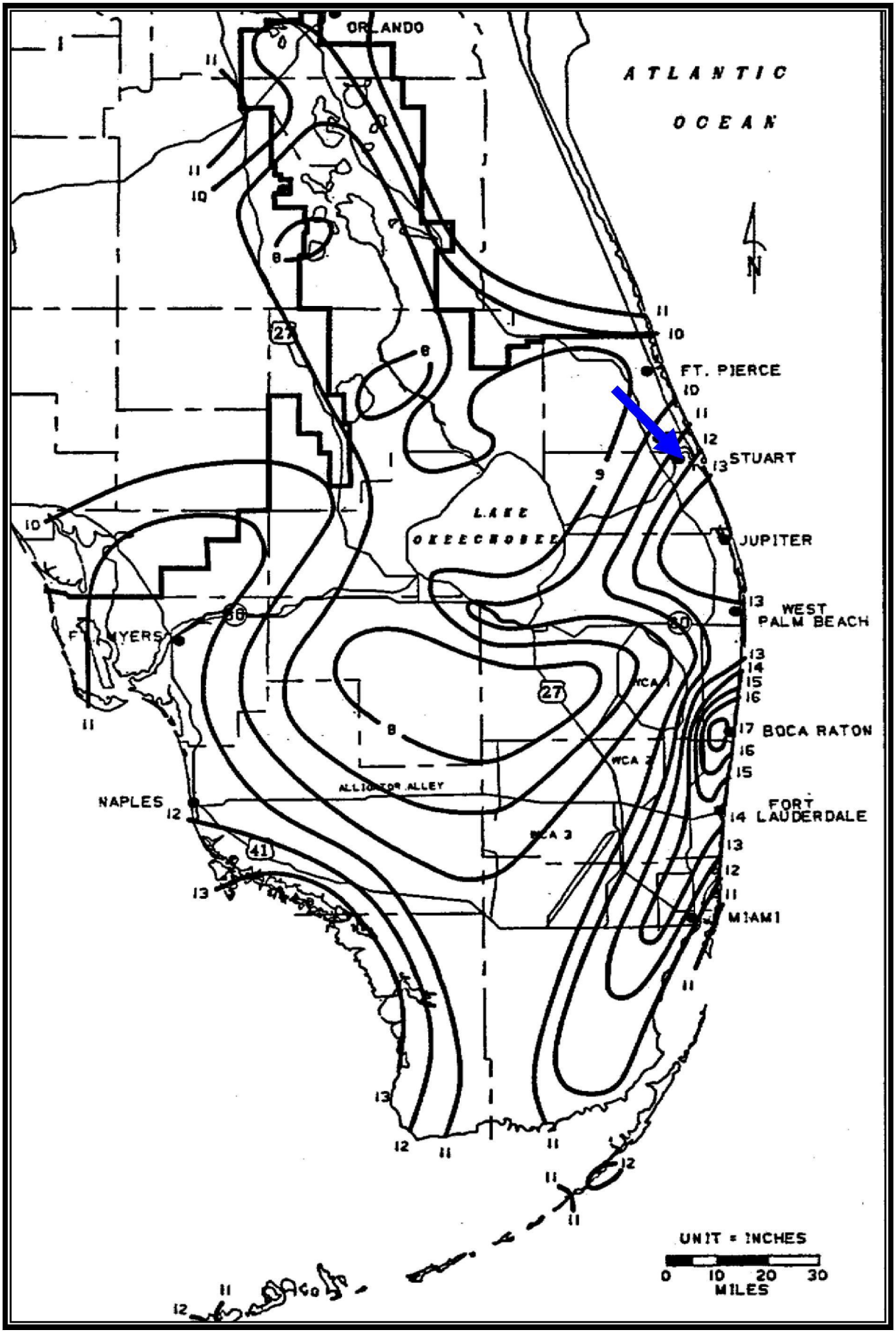
Paola
Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

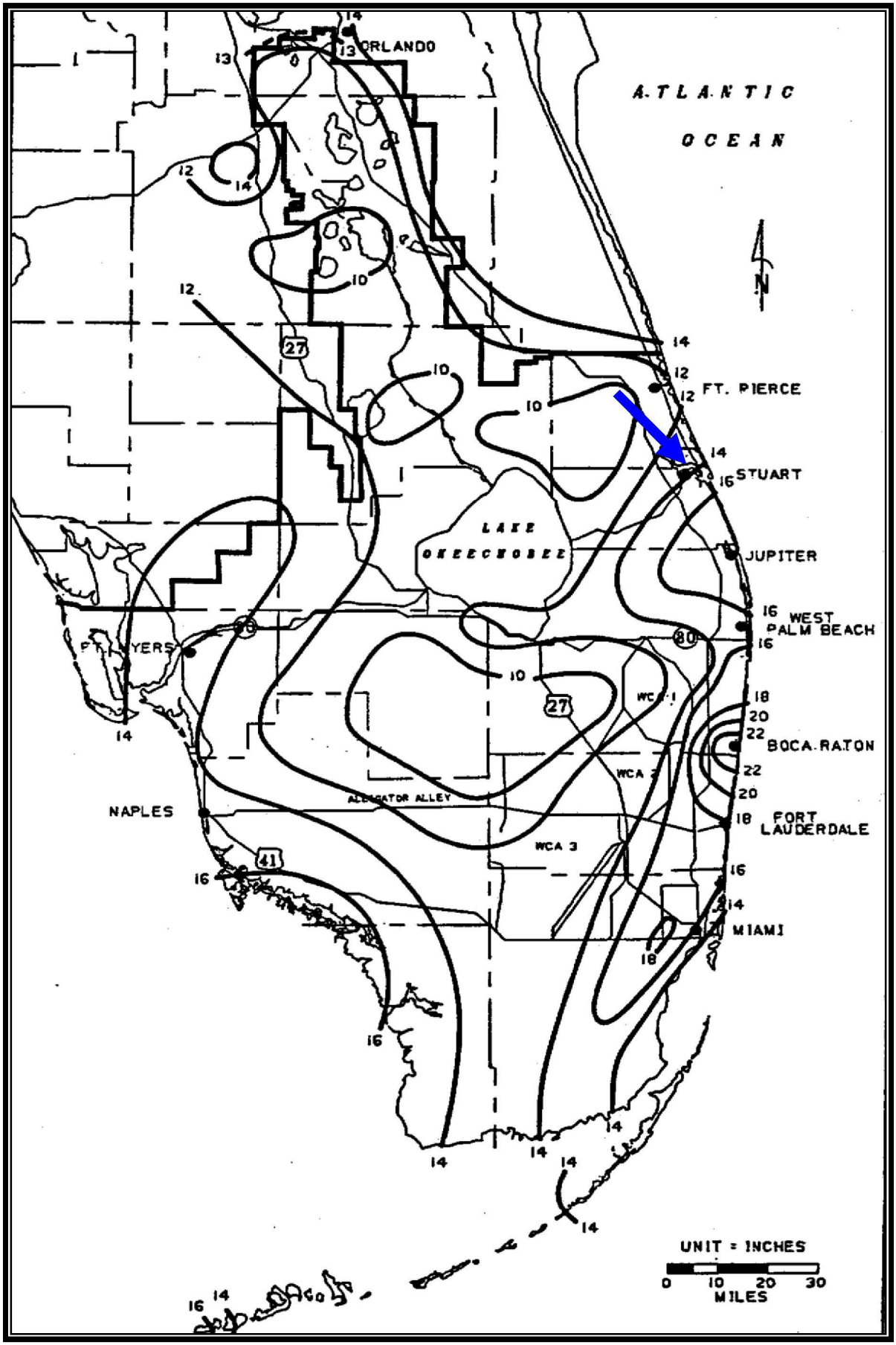
Hallandale
Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

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: Upland Hardwood Hammock (R155XY008FL)
Hydric soil rating: No

Apopka
Percent of map unit: 1 percent
Landform: Hills on marine terraces, ridges 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: Longleaf Pine-Turkey Oak Hills (R155XY002FL)
Hydric soil rating: No


ORLANDO
ATLANTIC
OCEAN
N
FT. PIERCE
STUART
JUPITER
WEST
PALM BEACH
LAKE
OKEECHOBEE
FT. MYERS
BOCA RATON
WCA 1
WCA 2
WCA 3
ALLIGATOR ALLEY
NAPLES
FORT
LAUDERDALE
MIAMI
27
80
41
UNIT = INCHES
0 10 20 30
MILES


ORLANDO
ATLANTIC
OCEAN
N
FT. PIERCE
STUART
LAKE
OKEECHOBEE
JUPITER
WEST
PALM BEACH
BOCA RATON
FORT
LAUDERDALE
MIAMI
NAPLES
ALLIGATOR ALLEY
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WCA 2
WCA 3
27
41
UNIT = INCHES
0 10 20 30
MILES


ORLANDO
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PALM BEACH
FT. MYERS
BOCA RATON
NAPLES
ALLIGATOR ALLEY
WCA 1
WCA 2
WCA 3
FORT
LAUDERDALE
MIAMI
UNIT = INCHES
0 10 20 30
MILES

Sailfish Cove

City of Stuart, Martin County, Florida

Project No. 1941

APPENDIX 1

Drainage Calculations

1.1 Site Data

1.2 Design Storm

1.3 Water Quality

1.4 Exfiltration

CAPTEC Engineering, Inc.
Sailfish Cove
Project No. 1941

Drainage Calculations

Site Data

Calculate Basin Area

Total Site Area	=	0.92 Ac.
Wetland Area	=	0.00 Ac.
Non Contributing Site Area	=	0.00 Ac.
Total Proposed Developed Basin Area	=	0.92 Ac.

Calculate Impervious Area

Building	=	0.16 Ac.
Other Misc. Impervious Areas	=	0.53 Ac.
Total Impervious Area	=	0.69 Ac.
Total Pervious Area	=	0.23 Ac.

Fema Areas

VE-8	=	0.08 Ac.
Zone-X (Note the proposed building and parking is in Zone X) *	=	0.84 Ac.

* Finished Floor Elevation set at Elevation 12.90 NAVD.

Calculate CN

Land Type	Hydrologic Soil Group	Area	CN
Green Area	D	0.23 Ac.	80
Building		0.16 Ac.	98
Other Misc. Impervious Areas		0.53 Ac.	95
Total Composite CN			91

Soil Storage[1]

Depth to Water Table		>	*4.00 Ft.*
Soil Storage (4.0 depth to Water Table) for	Coastal	=	***10.90 In.***
Compaction Reduction (25%) For Developed Area		=	***8.18 In.***
Pervious Area (Developed)		=	***0.23 Ac.***
S = 8.18 * (Dev. Perv. / 0.92)		=	***2.04 In.***

1.) South Florida Water Management District Environmental Resource Permit Applicants Handbook Volume II Effectie October, 2013 Appendix C pages A-12 to A-19

Design Storm (Zero Discharge)

3 Yr. - 1 Day	P = *4.20*		
V=(((4.2-.2*2.04)^2)/(4.2+.8*2.04))*1'/12"*0.92		=	***0.19 Ac.-Ft.***
5 Yr. - 1 Day	P = *5.50*		
V=(((5.5-.2*2.04)^2)/(5.5+.8*2.04))*1'/12"*0.92		=	***0.28 Ac.-Ft.***
10 Yr. - 1 Day	P = *6.50*		
V=(((6.5-.2*2.04)^2)/(6.5+.8*2.04))*1'/12"*0.92		=	***0.35 Ac.-Ft.***
10 Yr. - 3 Day	P = *9.10*		
V=(((9.1-.2*2.04)^2)/(9.1+.8*2.04))*1'/12"*0.92		=	***0.54 Ac.-Ft.***
25 Yr. - 1 Day	P = *7.80*		
V=(((7.8-.2*2.04)^2)/(7.8+.8*2.04))*1'/12"*0.92		=	***0.44 Ac.-Ft.***
25 Yr. - 3 Day	P = *10.80*		
V=(((10.8-.2*2.04)^2)/(10.8+.8*2.04))*1'/12"*0.92		=	***0.67 Ac.-Ft.***
100 Yr. - 1 Day	P = *10.00*		
V=(((10.0-.2*2.04)^2)/(10.0+.8*2.04))*1'/12"*0.92		=	***0.61 Ac.-Ft.***
100 Yr. - 3 Day	P = *13.00*		
V=(((13.0-.2*2.04)^2)/(13.0+.8*2.04))*1'/12"*0.92		=	***0.83 Ac.-Ft.***

Water Quality Storage

South Florida Water Management District

1.) Water Quality Treatment Volume Required

a) First inch of runoff

Va = 0.92 * 1 In. * (1 Ft./12 In.) = ***0.04 Ac.-Ft.***

b) Runoff from 2.5" * % net impervious

Site Area for Water Quality (S_{WQ}) = Basin - Building - Wtr Mgmt =

= 0.92 Ac. - 0.16 Ac. - 0.00 Ac. = ***0.76 Ac.***

Impervious Area for Water Quality (I_{WQ})= S_{WQ} - Pervious Area =

= 0.76 Ac. - 0.23 Ac. = ***0.53 Ac.***

% Impervious Area for Water Quality = I_{WQ} / S_{WQ}

= 0.53 Ac. / 0.76 Ac. = ***69.74%***

Vb (SFWMD) = % Impervious Area for WQ * (Total Basin Area - Wtr Mgmt) =

= 2.5" * 0.70 * (0.92 - 0.00) * (1 Ft./12 In.) = ***0.08 Ac.-Ft.***

e) Since Vb > Va the water quality volume required

Vc (sfwmd) = Total Water Quality Volume Required = ***0.08 Ac.-Ft.***

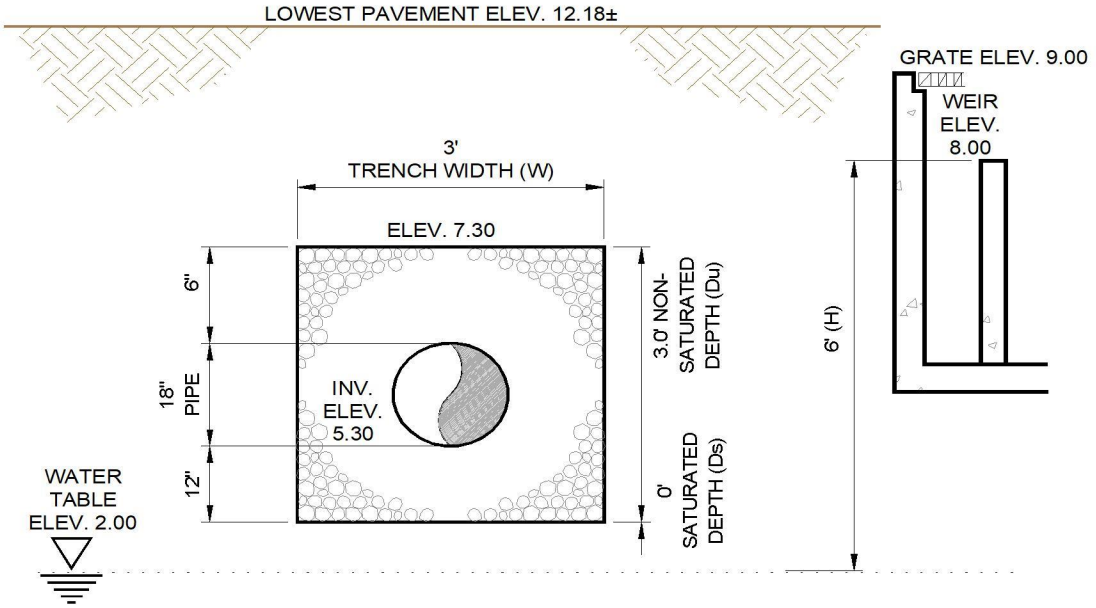
d) TMDL Treatment Volume provided in bio-swale (see **Appendix 2** - BMPTrains)

2.) Water Quality Treatment Volume Provided

Wet Retention (Exfiltration)*	=	***0.61 Ac.-Ft.***	100% Credit	=	***0.61 Ac.-Ft.***
Dry Detention (Bio-Swale)	=	***0.09 Ac.-Ft.***	75% Credit	=	***0.12 Ac.-Ft.***
			Total		***0.73 Ac.-Ft.***
Nutrient Loading Elevation	=	***8.00 Ft.-NAVD***			
WQ Elevation	=	***8.00 Ft.-NAVD***			

Exfiltration Design

a) ** $V = L * (k * (H*W + 2*H*D_U - D_U*D_U + 2*H*D_S) + (0.000139*W*D_U)) / FS$



Where:

V = Volume (Ac.-In.)		
FS = Factor of Safety	=	*2.00*
L = Length of Exfiltration (FT.)	=	*304.00 Ft.*
k = Hydraulic Conductivity (cfs/Ft^2-Ft-Hd) *	=	*1.04E-03*
H = Water Table Depth	=	*6.00 Ft.*
W = Width of Trench	=	*3.00 Ft.*
D_U = Unsaturated Depth	=	*3.00 Ft.*
D_S = Saturated Depth	=	*0.00 Ft.*

*V = 304 * (0.001040 * (6*3 + 2*6*3 - 3^2 + 2*6*0) + (0.000139*3*3)) / 2* = *7.30 Ac.-In.*

Exfiltration Trench Volume Provided: = *7.30 Ac.-In.*
= *0.61 Ac.-Ft.*

** Note: See Exfiltration Test in Appendix A - Geotechnical Report.

Sailfish Cove

City of Stuart, Martin County, Florida

Project No. 1941

APPENDIX 2

BMP Train Calculations

Sailfish Cove BMPTrains (TMDL)
Complete Report (not including cost) Ver 2.0.2

Project: Sailfish Cove
Date: 4/27/2020 9:51:37 AM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Sailfish Cove
Rainfall Zone	Florida Zone 5
Annual Mean Rainfall	59.00

Pre-Condition Landuse Information

Landuse	Single-Family: TN=2.070 TP=0.327
Area (acres)	0.92
Rational Coefficient (0-1)	0.16
Non DCIA Curve Number	80.00
DCIA Percent (0-100)	0.00
Nitrogen EMC (mg/l)	2.070
Phosphorus EMC (mg/l)	0.327
Runoff Volume (ac-ft/yr)	0.710
Nitrogen Loading (kg/yr)	1.813
Phosphorus Loading (kg/yr)	0.286

Post-Condition Landuse Information

Landuse	Multi-Family: TN=2.320 TP=0.520
Area (acres)	0.92
Rational Coefficient (0-1)	0.32
Non DCIA Curve Number	91.00
DCIA Percent (0-100)	0.00
Wet Pond Area (ac)	0.00
Nitrogen EMC (mg/l)	2.320
Phosphorus EMC (mg/l)	0.520
Runoff Volume (ac-ft/yr)	1.459
Nitrogen Loading (kg/yr)	4.174
Phosphorus Loading (kg/yr)	0.936

Catchment Number: 1 Name: Sailfish Cove

Project: Sailfish Cove
Date: 4/27/2020

Swale Design	
Swale Top Width for Flood Conditions - **W** (ft)	24.000
Swale Bottom Width - **B** (ft)	4.000
Swale Length - **L** (ft)	35.000
Average Impervious Length (ft)	0.000
Average Impervious Width (ft)	0.000
Average Pervious Width (ft)	24.000
Swale Slope (foot drop/foot length) - **S**	4.000
Mannings N	0.035
Soil Infiltration Rate (in/hr)	45.000
Side Slope of Swale horizontal/vertical - **Z**	4.000

Watershed Characteristics

Catchment Area (acres)	0.92
Contributing Area (acres)	0.920
Non-DCIA Curve Number	91.00
DCIA Percent	0.00
Rainfall Zone	Florida Zone 5
Rainfall (in)	59.00

Surface Water Discharge

Required TN Treatment Efficiency (%)	57
Provided TN Treatment Efficiency (%)	93
Required TP Treatment Efficiency (%)	69
Provided TP Treatment Efficiency (%)	93

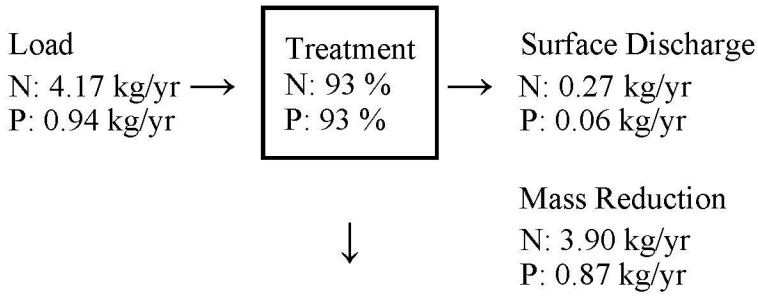
Media Mix Information

Type of Media Mix	Not Specified
Media N Reduction (%)	
Media P Reduction (%)	

Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr)	0.444
TN Mass Load (kg/yr)	3.901
TN Concentration (mg/L)	0.000
TP Mass Load (kg/yr)	0.874
TP Concentration (mg/L)	0.000

Load Diagram for Swale (stand-alone)



Sailfish Cove

City of Stuart, Martin County, Florida

Project No. 1941

APPENDIX 3

USDA / NRCS Custom Soil Resource 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 City of Stuart

Sailfish Cove



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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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
References 16

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

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.

Soil Map


80° 15' 15" W
80° 15' 10" W
27° 12' 1" N
27° 11' 58" N
573870
573880
573890
573900
573910
573920
573930
573940
573950
573960
573970
573980
573990
3008840
3008830
3008820
3008810
3008800
3008790
3008780
3008770
3008760
23
Sw Seminole St
Soil Map may not be valid at this scale.
N
Map Scale: 1:603 if printed on A landscape (11" x 8.5") sheet.
Meters
0 5 10 20 30
Feet
0 25 50 100 150
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

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 18, Sep 17, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 8, 2019—Mar 28, 2019

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	0.9	100.0%
Totals for Area of Interest		**0.9**	**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, ridges on marine terraces, rises on marine terraces, hills on marine terraces, knolls on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, riser, talf, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: No parent material

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
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
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: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

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: 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): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Linear, convex
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Boca

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: Linear, concave
Other vegetative classification: 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: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Paola

Percent of map unit: 1 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Other vegetative classification: Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Hallandale

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: South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

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: Upland Hardwood Hammock (R155XY008FL)
Hydric soil rating: No

Apopka

Percent of map unit: 1 percent
Landform: Hills on marine terraces, ridges 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: Longleaf Pine-Turkey Oak Hills (R155XY002FL)
Hydric soil rating: No

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Sailfish Cove

City of Stuart, Martin County, Florida

Project No. 1941

APPENDIX 4

Geotechnical Engineering Evaluation

(GFA International. – *July 2017*)

July 17, 2017

SBS Properties, LLC.
Attention: Jamie Mix
7991 SE Asaro Street
Hobe Sound, Florida 33455

Subject: Geotechnical Services for Stormwater Management Planning
Seminole Bluff
34 and 41 W Seminole Street
Stuart, Martin County, Florida
GFA Project No. 17-4486.00

Dear Ms. Mix:

We are pleased to submit this geotechnical report for the referenced project. This letter describes the project, field explorations, results of testing, findings, and information from outside references. The scope of services was completed in accordance with our Geotechnical Engineering Proposal (17-4486.00) dated June 12, 2017, planned in conjunction with and authorized by you.

PROJECT DESCRIPTION

Based on a site plan prepared by Gerald Belgrave Designs, LLC latest revision dated 5/3/2017 (reproduced as the Test Location Plan) and conversations with the client, the project consists of constructing a 4-story residential building with underground parking and stormwater treatment below the parking. GFA assumes the top of the parking level floor elevation will be on the order of +4 feet NGVD or more. Details of stormwater treatment methods considered for the project are not available.

Based on elevations from nearby projects, GFA estimates the current grade at about +10 to +12 feet NGVD for the majority of the site except for the north area which slopes sharply down to a seawall and the St. Lucie River with elevation on the order of 0 to +2 feet NGVD.

FIELD EXPLORATIONS

The subsurface conditions at the site were explored on May 24 & 25, 2017, with four (4) Standard Penetration Test (SPT) borings and one (1) auger boring. Subsequently an Exfiltration (EX) test was conducted in the auger borehole. The upper 4 feet of the SPT borings were drilled with a hand auger in order to avoid damaging utilities. Hand Cone

Penetrometer (HCP) readings were taken at one-foot intervals in the auger borings. The HCP test, in conjunction with information about the soil type, is empirically correlated to the relative density of subsurface soils. The SPT borings were performed in general compliance with ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils", the auger boring in general compliance with ASTM D 1452, "Practice for Soil Investigation and Sampling by Auger Borings", and the exfiltration test with the SFWMD Usual Open Hole Test procedure. The samples obtained from the borings were classified in general accordance with ASTM D 2488, "Description and Identification of Soils" (Visual-Manual Procedure).

The borings were completed at the approximate locations noted on the Test Location Plan. The boring logs are attached. The depths on the boring logs are below the existing ground surface at the time the borings were performed. The borings were located based on the provided plans and estimated distances to distinguishable landmarks. GPS coordinates obtained at boring locations are noted on logs.

In addition to the present exploration, our firm performed a geotechnical exploration for the proposed building. The results are presented in the GFA Engineering Report No. 17-4486.00 dated on June 12, 2017.

FINDINGS

The project site was generally uneven and grassy with miscellaneous landscaping. The property consists of two lots with existing one and two-story residences. The grade at the site was generally even with, to 2 feet below, the adjacent road at the time of drilling except for the for the north area which slopes sharply down to a seawall and the St. Lucie River. Residential structures were adjacent to the property. The St. Lucie River bordered the north side of the property. Structures were adjacent to the property. There were drainage improvements along the adjacent roadway and properties.

The ground surface elevations at the boring locations were estimated to be about +10 to +12 feet NGVD. The subsurface soil conditions encountered at the boring locations generally consist of:

- +12 to +4 feet NGVD: Very loose to loose sand (SP)
- +4 to -8 feet NGVD: Loose to medium dense sand (SP) with occasional clayey sand (SC) layers
- -8 to depths of -24 to -30 feet NGVD: very loose to medium dense sand (SP)
- -24 to -30 to boring termination depths of -33 to -43 feet NGVD: Medium dense to very dense/hard cemented sand (GP)

The hydraulic conductivity (K-values) at exfiltration test location EX-1 (elevation at test location was 0 to 2 feet below adjacent roadway estimated to be about +10 to +12 feet NGVD) was 1.04×10^{-03} (cfs/ft^2-ft).

Ground water was encountered at depths ranging from 6.5 to 12.1 feet below top of boring elevations at the boring locations.

LABORATORY TESTS

Laboratory permeability tests were run on two (2) selected samples from the borings. The samples were compacted in the permeameter mold to densities that approximated the existing field conditions. After saturating the samples, falling head permeability tests with an initial head of 1½ feet were performed. We consider the test results present a good order of magnitude approximation of the in situ permeabilities. The results are as follows:

Boring	Sample Depth (feet)	Sample Description Summary	Dry Density (pcf)	Coefficient of Permeability, k	
				(cm/sec)	(ft/day)
SPT-1	8 - 11	Brown fine sand, some silt and clay (SC)	91.6	3.9×10^{-4}	1.1
SPT-2	6 - 13	Light brown fine sand (SP)	91.9	5.3×10^{-3}	15.0

*The vertical permeabilites provided should be multiplied by 2 to obtain horizontal permeability values.

Most naturally occurring soils and many man-placed soils are anisotropic soils, which means they have greater horizontal permeabilities than vertical permeabilities, as well as greater horizontal hydraulic conductivities than vertical hydraulic conductivities. Based on the literature and our experience with these types of soil, we recommend using a horizontal permeability value that is twice the vertical permeabilities reported above.

Laboratory tests were performed on selected clayey samples for soil classification purposes. The samples were tested for moisture content (ASTM D 2216) and gradation sieve analysis for clay/silt content determination (ASTM D 422). The moisture contents ranged from 12.4 to 20.1 percent and the silt/clay content passing the No. 200 sieve ranged from 17.1 to 18.4 percent. The test results are shown on the boring logs.

USGS TOPOGRAPHICAL AND USDA SOIL SURVEY INFORMATION

We reviewed the USGS 7.5-minute series quadrangle topographic map of the area, entitled Palm City, FLA. Revisions to this map were based on aerial photographs taken in 1983. The USGS map showed the project site is located on a broad area with an elevation between 0 and 15 feet NGVD. The site property is surrounded by commercial and/or residential development with corresponding drainage improvements. The St. Lucie River borders the east side of the property.

The site is shown on sheet number 9 of the Soil Survey of the Martin County Area, Florida, issued by the U.S. Dept. of Agriculture in April 1981. According to the Soil Survey, Waveland sand (4) occur at the site.

The Soil Survey describes Waveland sand (4) as nearly level, poorly drained soil in broad areas of flatwoods. The soil profile consists of fine sand to fine sand with little silt (SP,SP-SM)(A-3) to a depth of 3½ feet, weakly cemented fine sand with little to some silt (SP-SM,SM)(A-2-4) from 3½ to 7½ feet, then and fine sand with little silt (SP-SM,SM)(A-3,A-2-4) from 7½ to 8¼ feet. With unimproved drainage, under natural conditions the water table is at a depth of less than 10 inches for 2 to 4 months and within a depth of 40 inches for 6 months or more during most years. Permeability is rapid in the surface and subsurface layers and very slow to moderately slow in the subsoil. The high water table is perched and at the ground surface to 1 foot below the ground surface.

It should be noted that the Soil Survey generally extends to a maximum depth of 80 inches (approximately 6¾ feet) below ground surface and is not indicative of deeper soil conditions.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT RAINFALL INFORMATION

According to the SFWMD web site the rainfall in Martin and St. Lucie Counties from May 1 to 24, 2017 was 2.15 inches (80% of normal for that time of month, normal monthly total for all of May is 3.62 inches), for the month of April 2017 was 2.01 inches (74% of monthly normal), for the month of March 2017 was 1.03 inches (29% of monthly normal), for the month of February 2017 was 1.52 inches (66% of monthly normal), for the month of January 2017 was 1.25 inches (55% of monthly normal), for the month of December 2016 was 1.15 inches (50% of monthly normal), for the month of November 2016 was 0.32 inches (11% of monthly normal), for the month of October 2016 was 4.78 inches (92% of monthly normal), for the month of September 2016 was 6.72 inches (95% of monthly normal), for the month of August 2016 was 8.37 inches (105% of monthly normal), for the month of July 2016 was 3.16 inches (48% of monthly normal), for the month of June 2016 was 7.17 inches (104% of monthly normal), and for the month of May 2016 was 8.19 inches (226% of monthly normal).

DISCUSSION AND CONCLUSIONS

The subsurface soils encountered in the borings corresponded somewhat well with the information presented in the Soil Survey. The recent rainfall history indicates that the observed water table level should be about normal for this time of year. Drainage improvements in the vicinity indicate the average wet season high water table should be below that stated in the Soil Survey. The presence of the existing stormwater improvements in the vicinity lowers the surrounding water tables. The presence of the St. Lucie River that borders the east side of the property lowers the surrounding water tables.

The groundwater table will fluctuate seasonally depending upon local rainfall and other site specific and/or local influences including the water level in the nearby St. Lucie River with tidal influences. Brief ponding of stormwater may occur across the site after heavy rains. Due to the proximity of the St. Lucie River on the east side of the property, we anticipate fluctuation of the water table will be due to rain events and the water level in the nearby St.

Lucie River with tidal influences and rain events. The wet season high water table can be taken as at +3.5 feet NGVD for the property.

The soil survey and the soil samples obtained from the borings indicate there are silty and clayey layers with very low permeability. It should be noted for drainage system design that the soils described by the soil survey and boring logs as sand with little/some silt/clay has a low permeability. The Soil Survey generally gives the coefficient of permeability for this material as less than 0.4 feet per day (1.4×10^{-4} cm/sec). Based on our experience the coefficient of permeability ranges from 0.01 to 0.1 feet per day (10^{-4} to 10^{-5} cm/sec) for these low permeability soils. "Perching" of the ground water on top of these layers after rainfall should be expected.

CLOSURE

This consulting report has been prepared for the exclusive use of the current project owners and other members of the design team for the project. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty is expressed or implied. The evaluation submitted in this report, is based in part upon the data collected during a field exploration, however, the nature and extent of variations throughout the subsurface profile may not become evident until the time of construction. If variations then appear evident, it may be necessary to reevaluate information and professional opinions as provided in this report. In the event changes are made in the nature, design, or locations of the proposed structure, the evaluation and opinions contained in this report shall not be considered valid, unless the changes are reviewed and conclusions modified or verified in writing by GFA International.

The analysis and recommendations submitted in this report are based on the data obtained from the tests performed. This report does not reflect any variations, which may occur between borings. While the borings are representative of the subsurface conditions at their respective locations and for their vertical reaches, local variations characteristic of the subsurface soils of the region are anticipated and may be encountered. The delineation between soil types shown on the soil logs is approximate and the description represents our interpretation of the subsurface conditions at the designated boring locations on the particular date drilled.

Any third party reliance of our geotechnical report or parts thereof is strictly prohibited without the expressed written consent of GFA International. Any third party reliance of our geotechnical report or parts thereof is strictly prohibited without the expressed written consent of GFA International. The applicable SPT methodology (ASTM D-1586), CPT methodology (ASTM D-3441), and Auger Boring methodology (ASMT D-1452) used in performing our borings/soundings and for determining penetration resistance is specific to the sampling tools utilized and does not reflect the ease or difficulty to advance other tools, equipment or materials.

We appreciate the opportunity to be of service to you on this project and look forward to a continued association. Please contact the undersigned if you have any questions or comments, or if we may further assist you as your plans proceed.

Respectfully Submitted,
GFA INTERNATIONAL, INC.
FBPE Certificate No. 4930

DONALD W. MOLER LICENSE No 60675 STATE OF FLORIDA PROFESSIONAL ENGINEER

Donald W. Moler, P.E.
Senior Geotechnical Engineer
Florida Registration No. 60675

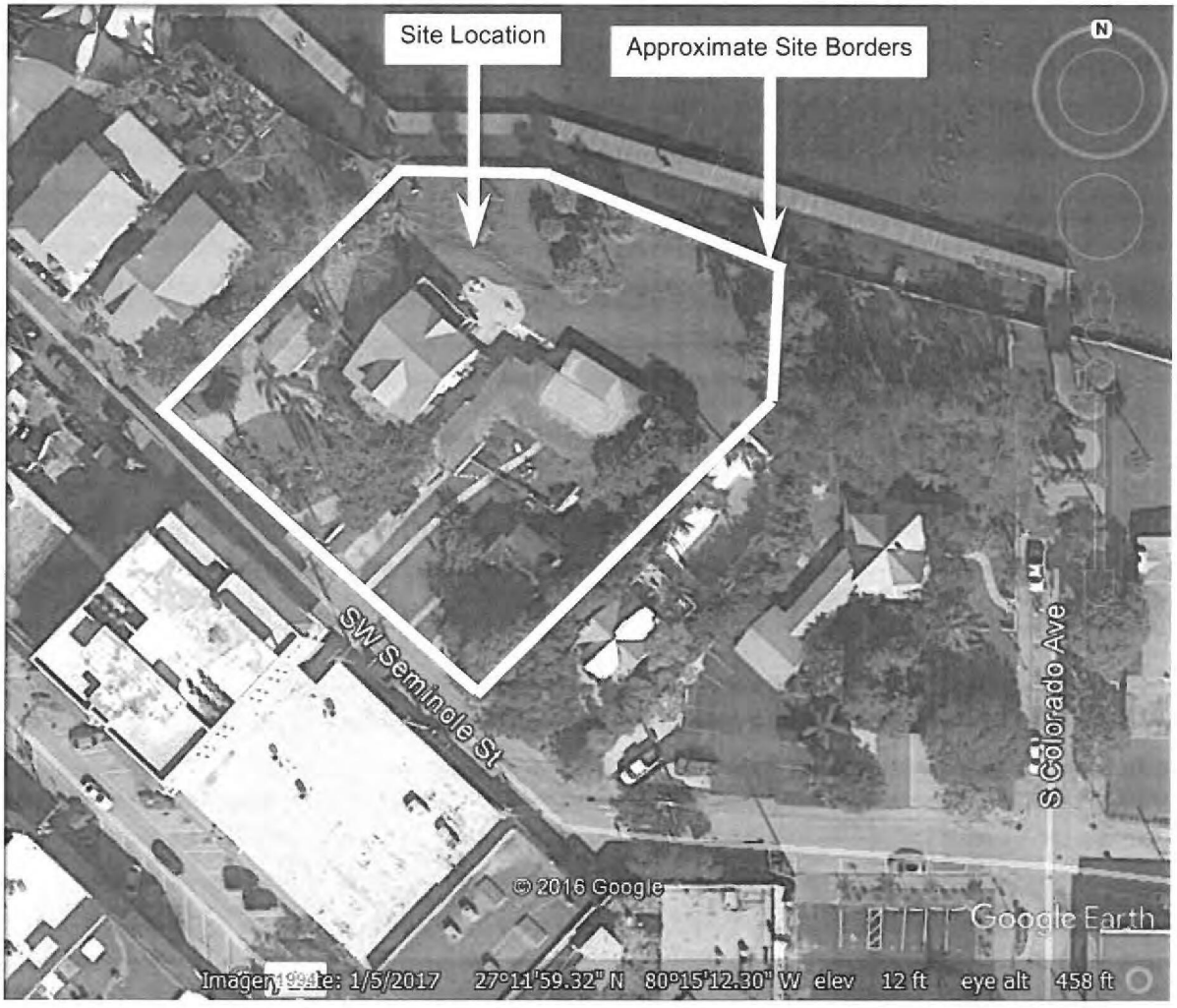
Craig Van Collie, E.I.
Project Manager

Attachments: Vicinity Map
Test Location Plan
SPT Boring Logs (4)
Exfiltration Test Report (1)
Notes Related to Test Borings

Copies: Client (2)

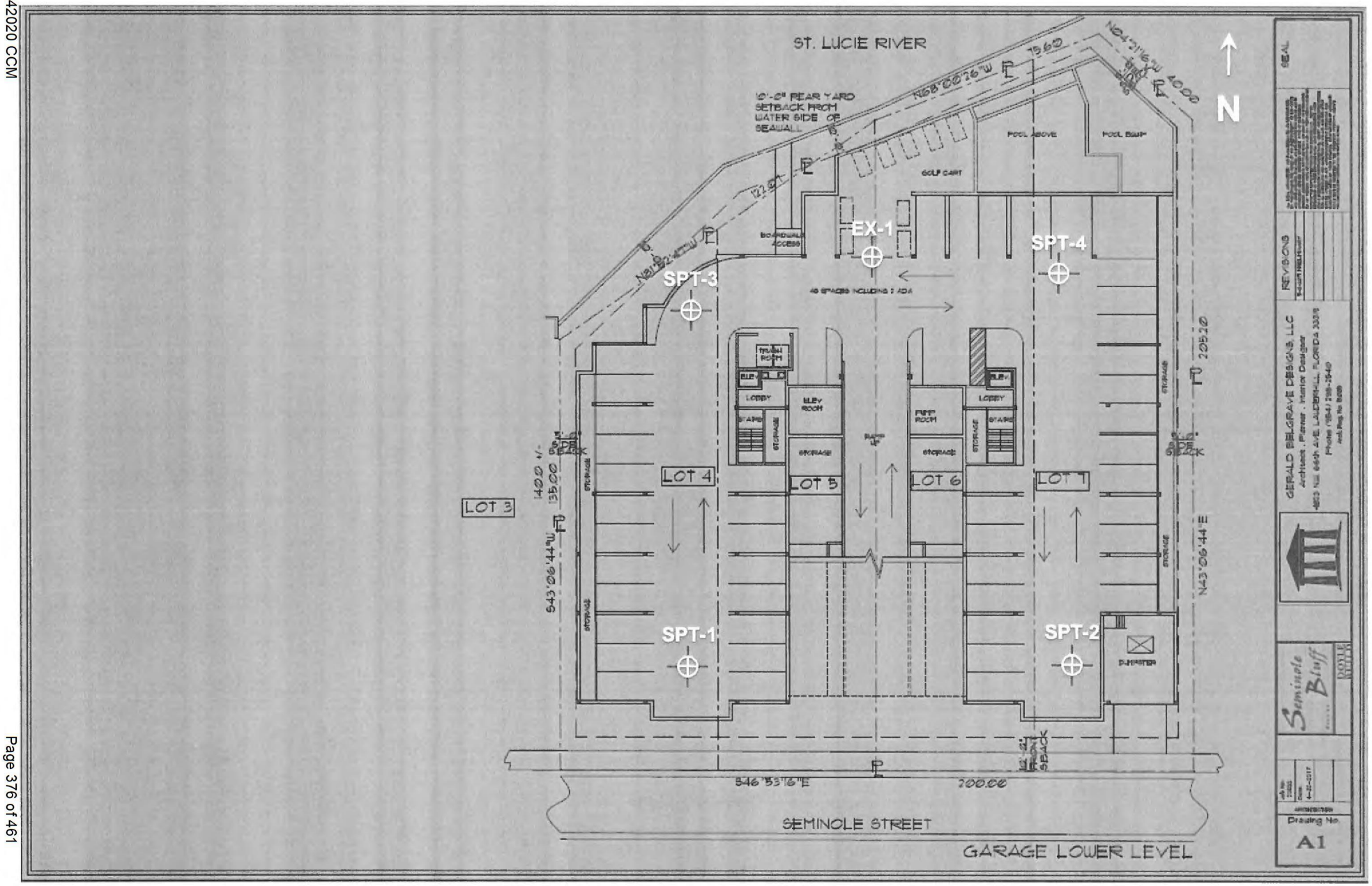
Vicinity Map

37 and 41 W Seminole Street
Stuart, FL
GFA Project No. 17-4486.00



Note: Aerial Photograph from GoogleEarth Website

Test Location Plan: 37 and 41 W Seminole Street, Stuart, FL



Approximate Standard Penetration Test (SPT) Boring & Exfiltration Test (EX) Locations

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PHONE: (772) 924-3575 - FAX: (772) 924-3580

STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Hand Auger with Hand Cone Pentrometer Test (HCP in ksf) performed in top 4 feet

Project No.: **17-4486.00**
Lab No.:
Page: **1 of 2**
Date: **5/25/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: SPT - 1 N27.19991° W80.25381°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
0									
1	HCP=	80+	1	0 - 2	SP	Gray fine sand			
2	HCP=	50							
3	HCP=	80+	2	2 - 8	SP	Light gray fine sand			
4	HCP=	80+							
5	4 4								
6	5 6	9	3						
7	4 4								
8	6 7	10	4						
9	4 5			8 - 11	SC	Brown fine sand, some silt and clay	17.4%	12.4%	
10	6 7	11	5						
11	8 6								
12	5 5	11	6	11 - 15	SP	Light brown fine sand			
13	4 4								
14	3 3	7	7						
15	3 3								
16	5 6	8	8	15 - 18½	SP	Gray fine sand			
17	3 3								
18	4 4	7	9						
19	4 5			18½ - 20	SC	Gray fine sand, some silt and clay	18.4%	19.7%	
	4 5	9	10						

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Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Project No.: **17-4486.00**
Lab No.:
Page: **2 of 3**
Date: **5/25/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: SPT - 1 N27.19991° W80.25381°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
20									
21									
22									
23									
24	3			23½ - 25	SP	Light brown fine sand			
25	1 1	2	11						
26									
27									
28									
29	2			28½ - 30	SP	Light brown fine sand			
30	1 3	4	12						
31									
32									
33									
34	12			33½ - 35	SP	Light brown fine sand, some cemented sand and shell fragments			
35	8 8	16	13						
36						Drilled hard from 37 to 38½ feet			
37									
38									
39	25			38½ - 40	(GP)	Light gray cemented sand and shell			
	20 20	40	14						

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Project No.: **17-4486.00**
Lab No.:
Page: **3 of 3**
Date: **5/25/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: **SPT - 1** N27.19991° W80.25381°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
40									
41						Drilled hard from 40 to 43½ feet			
42									
43									
44	32			43½ - 45	(GP)	Light gray cemented sand and shell			
	25								
45	10	35	15						
46						Drilled hard from 45 to 48½ feet			
47									
48									
49	26			48½ - 50	(GP)	Light gray cemented sand and shell			
	23								
50	23	46	16						
						Terminated boring at 50 feet			
51									
52									
53									
54									
55									
56									
57									
58									
59									

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project No.: **17-4486.00**
Lab No.:

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Page: **1 of 2**
Date: **5/25/2017**

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Drill Rig: **CME45**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Field Party: **PM/MM**

Hand Auger with Hand Cone Pentrometer Test (HCP in ksf) performed in top 4 feet

TEST LOCATION: SPT - 2 N27.19961° W80.25363°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
0				0 - 2	SP	Gray fine sand			
1	HCP=	30	1						
2	HCP=	30							
3	HCP=	30	2	2 - 6	SP	Light gray fine sand			
4	HCP=	30							
5	2 2								
6	2 1	4	3						
7	3 2			6 - 13	SP	Light brown fine sand			
8	2 1	4	4						
9	3 3								
10	5 6	8	5						
11	4 4								
12	5 6	9	6						
13	3 4								
14	4 5	8	7	13 - 20	SP	Gray fine sand			
15	1 2								
16	3 5	5	8						
17	3 2								
18	2 3	4	9						
19	3 3								
	4 4	7	10						

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Project No.: **17-4486.00**
Lab No.:
Page: **2 of 3**
Date: **5/25/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: SPT - 2 N27.19961° W80.25363°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
20									
21									
22									
23									
24	7			23½ - 25	SP	Light brown fine sand			
25	8 9	17	11						
26									
27									
28									
29	5			28½ - 30	SP	Light brown fine sand			
30	7 5	12	12						
31									
32									
33									
34	7			33½ - 35	SP	Light brown fine sand			
35	7 9	16	13						
36									
37									
38									
39	9			38½ - 40	SP	Light brown fine sand			
	7 4	11	14						

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project No.: **17-4486.00**

Lab No.:

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Page: **3 of 3**

Date: **5/25/2017**

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Drill Rig: **CME45**

Water Level: **12.1 feet after 0 hours** Drilling Fluid commenced at depth of 16 feet

Field Party: **PM/MM**

TEST LOCATION: SPT - 2 N27.19961° W80.25363°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
40									
41						Drilled hard from 42 to 43½ feet			
42									
43									
44	15			43½ - 45	(GP)	Light gray cemented sand and shell			
45	30 20	50	15						
46						Drilled hard from 45 to 47 feet Drilled moderately hard from 47 to 48½ feet			
47									
48									
49	17			48½ - 50	SP	Gray fine sand, little cemented sand and shell			
50	10 9	19	16						
51						Drilled moderately hard from 45 to 48½ feet			
52									
53									
54	30			53½ - 55	SP	Gray fine sand, little cemented sand and shell			
55	26 7	33	17						
56						Terminated boring at 55 feet			
57									
58									
59									

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **6.5 feet after 0 hours** Drilling Fluid commenced at depth of 10 feet

Project No.: **17-4486.00**
Lab No.:
Page: **1 of 2**
Date: **5/24/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

Hand Auger with Hand Cone Pentrometer Test (HCP in ksf) performed in top 4 feet

TEST LOCATION: SPT - 3 N27.20021° W80.25360°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
0				0 - 4	SP	Gray fine sand			
1	HCP=	20	1						
2	HCP=	20							
3	HCP=	10	2						
4	HCP=	10							
5	2 1			4 - 6	SM	Dark brown organically stained fine sand, some silt			
6	2 4	3	3						
7	4 4			6 - 8½	SP	Light gray fine sand			
8	4 4	8	4						
9	3 4			8½ - 10	SP	Light gray fine sand, trace clay			
10	4 8	8	5						
11	6 6			10 - 12	SP	Light gray fine sand			
12	8 8	14	6						
13	9 9			12 - 14	SC	Light gray fine sand, some silt and clay	17.1%	20.1%	
14	10 9	19	7						
15	10 9			14 - 20	SP	Light brown fine sand			
16	14 14	23	8						
17	7 13								
18	15 18	28	9						
19	6 5								
	7 9	12	10						

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **6.5 feet after 0 hours** Drilling Fluid commenced at depth of 10 feet

Project No.: **17-4486.00**
Lab No.:
Page: **2 of 3**
Date: **5/24/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: SPT - 3 N27.20021° W80.25360°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
20									
21									
22									
23									
24	7			23½ - 25	SP	Light brown fine sand			
25	8 10	18	11						
26									
27									
28									
29	10			28½ - 30	SP	Light brown fine sand			
30	9 11	20	12						
31									
32									
33									
34	4			33½ - 35	SP	Brown fine sand			
35	2 2	4	13						
36						Drilled hard from 36 to 38½ feet			
37									
38									
39	50/3"			38½ - 40	(GP)	Light gray cemented sand and shell			
		50/3"	14						

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **6.5 feet after 0 hours** Drilling Fluid commenced at depth of 10 feet

Project No.: **17-4486.00**
Lab No.:
Page: **3 of 3**
Date: **5/24/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: **SPT - 3** N27.20021° W80.25360°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
40									
41						Drilled hard from 40 to 43½ feet			
42									
43									
44	31			43½ - 45	(GP)	Light gray cemented sand and shell			
	12								
45	16	28	15						
						Terminated boring at 45 feet			
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									

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STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project No.: **17-4486.00**

Lab No.:

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Page: **1 of 2**

Date: **5/24/2017**

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Drill Rig: **CME45**

Water Level: **10.0 feet after 0 hours** Drilling Fluid commenced at depth of 10 feet

Field Party: **PM/MM**

Hand Auger with Hand Cone Pentrometer Test (HCP in ksf) performed in top 4 feet

TEST LOCATION: SPT - 4 N27.19993° W80.25316°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
0				0 - 2	SP	Gray fine sand			
1	HCP=	30	1						
2	HCP=	40		2 - 10	SP	Light gray fine sand			
3	HCP=	50	2						
4	HCP=	50							
5	3 3								
6	3 3	6	3						
7	3 4								
8	4 5	8	4						
9	5 4								
10	5 6	9	5						
11	10 7			10 - 12	SP	Brown fine sand			
12	8 8	15	6						
13	4 5			12 - 18	SP	Light gray fine sand			
14	7 8	12	7						
15	7 5								
16	6 6	11	8						
17	5 5								
18	6 7	11	9						
19	6 4			18 - 20	SP	Gray fine sand			
	2 2	6	10						

GFA INTERNATIONAL

521 N.W. ENTERPRISE DRIVE. PORT ST. LUCIE. FLORIDA 34986
PHONE: (772) 924-3575 - FAX: (772) 924-3580

STANDARD PENETRATION TEST BORING (ASTM D-1586)

Client: **SBS Properties, LLC.**

Project: **37 and 41 W Seminole Street**
Stuart, Florida

Elevation: **0 to 2 feet below adjancent roadway (estimated +10 to + 12 feet NGVD)**

Water Level: **10.0 feet after 0 hours** Drilling Fluid commenced at depth of 10 feet

Project No.: **17-4486.00**
Lab No.:
Page: **2 of 3**
Date: **5/24/2017**
Drill Rig: **CME45**
Field Party: **PM/MM**

TEST LOCATION: SPT - 4 N27.19993° W80.25316°							Laboratory Tests		
Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Passing No. 200	Moisture Content	Organic Content
20									
21									
22									
23									
24	9			23½ - 25	SP	Light brown fine sand			
25	10 10	20	11						
26									
27									
28									
29	8			28½ - 30	SP	Light brown fine sand			
30	10 15	25	12						
31									
32									
33									
34	9			33½ - 35	SP	Light brown fine sand			
35	11 15	26	13						
36									
37									
38									
39	12			38½ - 40	SP	Light brown fine sand			
	15 16	31	14						

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TEST LOCATION: SPT - 4 N27.19993° W80.25316°

Depth (feet)	Blows/ 6 in.	N Value	Sample No.	Layer: From/to	USCS	Description	Laboratory Tests: Passing No. 200	Moisture Content	Organic Content
40									
41						Drilled hard from 42 to 43½ feet			
42									
43									
44	50/1"			43½ - 45	(GP)	Light gray cemented sand and shell			
45		50/1"	15						
46						Drilled hard from 45 to 48½ feet			
47									
48									
49	50/1"			48½ - 50	SP	Gray fine sand, little cemented sand and shell			
50		50/1"	16						
51						Terminated boring at 50 feet			
52									
53									
54									
55									
56									
57									
58									
59									

Since 1988

Florida's Leading Engineering Source

EXFILTRATION TEST
South Florida Water Management District - Usual Open Hole Test

Client: John J Doyle Builder
1314 East Las Olas Blvd.
Ft. Lauderdale, Florida 33301

Site: 37 and 41 W Seminole Street
Stuart, Florida

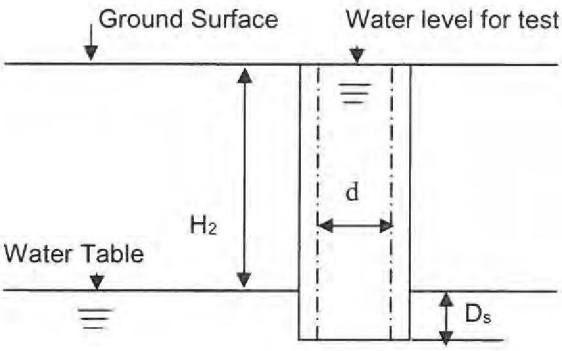
Project No: 17-4486.00
Report No: -----

Test Date: 5/24/2017
Technicians: CC/PM/MM

SOIL PROFILE

Test Location:	EX-1 (see Test Location Plan)	Depth (feet)	Soil Description
N27.20005° W80.25348°			Note: Elevation at test location was 0 to 2 feet below adjacent
			roadway (estimated to be +10 to +12 feet NGVD)
		0 - 1½	Gray fine sand (SP)
		1½ - 4½	Light gray fine sand (SP)
		4½ - 6	Brown fine sand (SP)
		Depth to Water Table from Ground Surface (feet)	>6

CALCULATION OF HYDRAULIC CONDUCTIVITY



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_S + H_2d)}$$

K	Hydraulic Conductivity (cfs/ ft² – ft head)	**1.04 x 10^{-03}**
Q	Stabilized Flow Rate (cubic ft per second)	**2.01 x 10^{-02}**
d	Diameter of Test Hole (feet)	**0.33**
H_2	Depth to Water Table (feet)	**6.0***
D_S	Saturated Hole Depth (feet)	**0.0**
Notes: * Used for calculations – Actual Water Table >6 feet		

Distribution:
Client

Reviewed by:
GFA INTERNATIONAL

Donald W. Moler, P.E.
Florida Registration No. 60675

DONALD W. MOLER LICENSE No. 60675 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOTES RELATED TO RECORDS OF TEST BORING AND GENERALIZED SUBSURFACE PROFILE

1. Groundwater level was encountered and recorded (if shown) following the completion of the soil test boring on the date indicated. Fluctuations in groundwater levels are common; consult report text for a discussion.

2. The boring location was identified in the field by offsetting from existing reference marks and using a cloth tape and survey wheel.

3. The borehole was backfilled to site grade following boring completion, and patched with asphalt cold patch mix when pavement was encountered.

4. The Record of Test Boring represents our interpretation of field conditions based on engineering examination of the soil samples.

5. The Record of Test Boring is subject to the limitations, conclusions and recommendations presented in the Report text.

6. "Field Test Data" shown on the Record of Test Boring indicated as 11/6 refers to the Standard Penetration Test (SPT) and means 11 hammer blows drove the sampler 6 inches. SPT uses a 140-pound hammer falling 30 inches.

7. The N-value from the SPT is the sum of the hammer blows required to drive the sampler the second and third 6-inch increments.

8. The soil/rock strata interfaces shown on the Records of Test Boring are approximate and may vary from those shown. The soil/rock conditions shown on the Records of Test Boring refer to conditions at the specific location tested; soil/rock conditions may vary between test locations.

9. Relative density for sands/gravels and consistency for silts/clays are described as follows:

SPT	CPT	SANDS/GRAVELS	SPT	CPT	SILTS/CLAYS
BLOWS/FOOT	KG/CM^2	RELATIVE DENSITY	BLOWS/FOOT	KG/CM^2	CONSISTENCY
0-4	0-16	Very loose	0-1	0-3	Very soft
5-10	17-40	Loose	2-4	4-6	Soft
11-30	41-120	Medium Dense	5-8	7-12	Firm
31-50	121-200	Dense	9-15	13-25	Stiff
50+	over 200	Very Dense	16-30	25-50	Very stiff
			>30	>50	Hard

10. Grain size descriptions are as follows:

NAME	SIZE LIMITS
Boulder	12 Inches or more
Cobbles	3 to 12 Inches
Coarse Gravel	¾ to 3 Inches
Fine Gravel	No. 4 sieve to ¾ inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines	Smaller than No. 200 sieve

11. Definitions related to adjectives used in soil/rock descriptions:

PROPORTION	ADJECTIVE	APPROXIMATE ROOT DIAMETER	ADJECTIVE
<5%	Trace	Less than 1/32"	Fine roots
5% to 12%	Little	1/32" to ¼"	Small roots
12% to 30%	Some	¼" to 1"	Medium roots
30% to 50%	And	Greater than 1"	Large roots
Organic Soils: Soils containing vegetable tissue in various stages of decomposition that has a fibrous to amorphous texture, usually a dark brown to black color, and an organic odor. Organic Content <25%: Slightly to Highly Organic; 25% to 75%: Muck; >75%: Peat			

SAILFISH COVE

Project No. 1941

CITY OF STUART, FLORIDA

TRAFFIC STATEMENT

Prepared for:

Stuart

By

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007657

CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FLORIDA 34994
(772) 692-4344 OFFICE
(772) 692-4341 FAX

April 29, 2020

JOSEPH W. CAPRA, P.E.
FLORIDA P.E. LICENSE NO. 37638

Table of Contents

Introduction 1
Site Data 1
Trip Generation 1
  Daily Weekday 1
  AM Peak Hour of Adjacent Street 1
  PM Peak Hour of Adjacent Street 1
Trip Distribution 2
  Background Traffic 2
  Future Traffic 3
Results 3
Conclusion 3

Introduction

The SAILFISH COVE project is located in the heart of Downtown Stuart 100 feet east of St. Lucie Avenue on the north side of Seminole Street in the City of Stuart, Florida. CAPTEC Engineering, Inc. (CAPTEC) has prepared this updated traffic statement for the City of Stuart to determine the impact associated with the current project.

Site Data

The existing site consists of 4 lots:

- Parcel ID 05-38-41-004-000-00040-1 FEROE Lots 4 & 5 mixed use/store/office
- Parcel ID 05-38-41-004-000-00060-6 FEROE Lots 6 & 7 single family transitional

The proposed site is a residential condominium with 30 Dwelling Units. The proposed revised site plan depicts a four-story apartment building overlooking the St Lucie River. The site previously existed as two single family residential homes.

Trip Generation

The daily, AM peak-hour and PM peak hour trips for this site were derived from the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition

- Multifamily Housing (Mid-Rise): Land Use #221

Daily Weekday

ITE Land Use Code	Units		ITE Rate	AM Peak Hour	Pass-By		Entering Site		Exiting Site	
223: Mid-Rise Apartment	30	Dwelling Units	T = 5.45(X) - 1.75	162	0%	0	50%	81	50%	81

AM Peak Hour of Adjacent Street

ITE Land Use Code	Units		ITE Rate	AM Peak Hour	Pass-By		Entering Site		Exiting Site	
223: Mid-Rise Apartment	30	Dwelling Units	Ln(T) = 0.98 Ln(X) - 0.98	11	0%	0	26%	3	74%	8

PM Peak Hour of Adjacent Street

ITE Land Use Code	Units		ITE Rate	PM Peak Hour	Pass-By		Entering Site		Exiting Site	
223: Mid-Rise Apartment	30	Dwelling Units	Ln(T) = 0.96 Ln(X) - 0.63	14	0%	0	61%	9	39%	5

The greatest peak hour peak direction trips to be analyzed for distribution in this report are the (9) PM entering trips.



Trip Distribution

The project traffic will utilize the one-way street circulation found in the downtown City of Stuart area to enter and exit the site. Entering trips will arrive via Colorado Ave (north of Confusion Corner) to Seminole Street (one-way). Exiting trips will utilize Seminole St (one-way) to St Lucie Ave. Regional trips will first utilize Dixie Hwy (north-south) and Ocean Blvd (east-west). Local destinations are available within downtown Stuart can but were not counted in the trip distribution analysis.

Background Traffic

Road Name	From	To	2019 LOS Capacity	Peak Hour Directional	Annual Growth	2024 Background Traffic
Dixie Hwy	Joan Jefferson Way	Wright Blvd	750	605	0.5%	617
Ocean Blvd	Flagler Ave	Palm Beach Rd	790	565	0.5%	576
Colorado Ave	Confusion Corner (Dixie/Ocean)	Seminole St	575	n/a	n/a	n/a

Future Traffic

Road Name	From	To	Direction	LOS Capacity	2019 Background Traffic	ProjectTrips	Distribution Percent	Project vs. Capacity	Total Traffic Volume
Dixie Hwy	Joan Jefferson Way	Wright Blvd	NB/SB	750	490	5	50%	0.67%	495
Ocean Blvd	Flagler Ave	Palm Beach Rd	EB/WB	790	565	4	50%	0.51%	569
Colorado Ave	Confusion Corner (Dixie/Ocean)	Seminole St	NB Entering	575	n/a	9	100%	1.57%	n/a

The peak hour peak direction trips have been equally distributed:

- Dixie Hwy Northbound/Southbound 5 trips
- Ocean Blvd Eastbound/Westbound 4 trips
- Colorado Avenue Total Entering Trips 9 trips

The percent impact upon the generalized service capacity:

- Dixie Hwy 0.67% Impact upon LOS
- Ocean Blvd 0.51% Impact upon LOS
- Colorado Avenue 1.57% Impact upon LOS

Results

The worst-case percent impact upon the existing LOS is the section of Colorado Avenue from Confusion Corner to Seminole Street with a 1.57% impact of 9 peak hour distributed trips (14 net peak hour trips). The traffic analysis results have found there is no significant impact upon the existing level of service (LOS) capacity for any of the adjoining roadway segments.

Conclusion

Based upon the above calculations, CAPTEC Engineering, Inc. considers the traffic impact of SAILFISH COVE to be insignificant and concurrency is requested with this traffic statement per the City of Stuart Land Development Code (Section 4.00.00).

Kimley»Horn

PROJECT: SEMINOLE STREET ROADWAY IMPROVEMENTS
CLIENT: CITY OF STUART **PROJECT #: 147496044**
Monday, August 3, 2020

OPINION OF PROBABLE CONSTRUCTION COSTS
Streetscape Improvements - 60% Submittal

"The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs."

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	ROADWAY PAY ITEMS				
101-1	MOBILIZATION / DEMOBILIZATION	LS	1	$35,000	$35,000
102-1	MAINTENANCE OF TRAFFIC	LS	1	$20,000	$20,000
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$12,500	$12,500
110-1-1	CLEARING AND GRUBBING	LS	1	$45,000	$45,000
120-1	REGULAR EXCAVATION	CY	364	$12.00	$4,368
120-6	EMBANKMENT	CY	10	$15.00	$150
160-4	TYPE 'B' STABILIZATION	SY	1,270	$5.00	$6,350
327-70-12	MILLING EXIST. ASPH. PAVT. (1.25" AVG. DEPTH)	SY	150	$5.00	$750
334-1-12	SUPERPAVE ASPHALT CONCRETE (SP-9.5) (TRAFFIC C) (1.25")	TN	11	$180	$1,980
425-1-201	INLET - DRAINAGE (TYPE P-9) (<10')	EA	4	$7,000	$28,000
425-1-203	INLET - DRAINAGE (TYPE J-9) (<10')	EA	1	$12,000	$12,000
425-1-533	INLET - DRAINAGE (TYPE C DBI W/ J-BOTTOM) (<10')	EA	1	$7,500	$7,500
425-2-71	MANHOLE (J-7) (<10')	EA	1	$8,500	$8,500
425-5	MANHOLE ADJUST	EA	5	$850	$4,250
425-6	VALVE BOX, ADJUST	EA	8	$225	$1,800
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	$4,500	$4,500
430-175-118	POLYPROPYLENE PIPE CULVERT (ROUND) (18") (S/CD)	LF	26	$175	$4,550
430-175-215	CONCRETE PIPE CULVERT (ELLIPTICAL) (12"x18" ERCP) (S/CD) (CL III)	LF	60	$175	$10,500
430-964-3	PVC PIPE FOR NON-STANDARD DRAINAGE	LF	80	$65.00	$5,200
520-1-7	TYPE 'B' CONCRETE CURB	LF	323	$18.00	$5,814
520-1-10A	MODIFIED TYPE 'E' CONCRETE CURB AND GUTTER	LF	461	$25.00	$11,525
520-2-2	TYPE 'F' CONCRETE CURB AND GUTTER	LF	159	$25.00	$3,975
520-2-5	CONCRETE CURB (RIBBON, MOD.)	LF	366	$25.00	$9,150
520-2-10	CONCRETE CURB (HEADER)	LF	90	$25.00	$2,250
520-3A	MODIFIED CONCRETE VALLEY GUTTER	LF	237	$25.00	$5,925
522-1	CONCRETE SIDEWALK, 4" THICK	SY	689	$40.00	$27,560
522-2	CONCRETE DRIVEWAY, 6" THICK	SY	268	$55.00	$14,740
526-1-1	PERMEABLE ARTICULATED BLOCK	SY	838	$160	$134,080
526-1-2	ARCHITECTURAL PAVERS (REMOVE & RESET)	SF	40	$35.00	$1,400
527-2	DETECTABLE WARNINGS	SF	101	$30.00	$3,030
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	100	$3.75	$375
570-1-2A	PERFORMANCE TURF (SOD) (ST. AUGUSTINE)	SY	100	$4.75	$475
1050-15-224	UTILITY PIPE (ADJUST/MODIFY) (12" PVC) (WM)	LF	80	$185	$14,800
1644-800	FIRE HYDRANT RELOCATION	EA	1	$3,500	$3,500
	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION) (18' MH)	EA	11	$7,500	$82,500
	LANDSCAPE PAY ITEMS				
162-1-3	PREPARED SOIL LAYER	CY	10	$45.00	$450
580-1	MULCH (EARTHWISE MULCH)	CY	3.5	$75.00	$263
580-4-234	LANDSCAPE PALM (PHOENIX SYLVESTRIS - WILD DATE PALM)	EA	6	$2,250	$13,500
580-4-56-4	LANDSCAPE PALM (WODYETIA BIRFURCATA - FOXTAIL PALM)	EA	4	$1,200	$4,800
580-7-733	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	EA	23	$15.00	$345
580-7-743	LIRIOPE MUSCAI 'VARIEGATA' / VARIEGATED LILY TURF	EA	75	$15.00	$1,125
580-10	TREE GRATE	EA	6	$1,600	$9,600
590-1	IRRIGATION (COMPLETE SYSTEM, F&I)	LS	1	$30,000	$30,000

Kimley»Horn

PROJECT: SEMINOLE STREET ROADWAY IMPROVEMENTS
CLIENT: CITY OF STUART **PROJECT #: 147496044**
Monday, August 3, 2020

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PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	SIGNING AND MARKING PAY ITEMS				
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	6	$350	$2,100
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	1	$1,200	$1,200
711-11-121	6" WHITE THERMOPLASTIC	LF	130	$2.00	$260
711-11-122	8" WHITE THERMOPLASTIC	LF	38	$2.00	$76
711-11-124	18" WHITE THERMOPLASTIC	LF	13	$4.00	$52
711-11-125	24" WHITE THERMOPLASTIC	LF	12	$5.00	$60
			SUB-TOTAL =		**$597,828**
			CONTINGENCY (10%) =		**$59,783**
			SAILFISH COVE DEVELOPMENT =		**$47,559**
			CONSTRUCTION ENGINEERING & INSPECTION (12%) =		**$84,620**
			PROJECT TOTAL =		**$789,789**

SAILFISH COVE DEVELOPMENT

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	ROADWAY PAY ITEMS				
110-1-1	CLEARING AND GRUBBING	LS	1	$5,000	$5,000
120-1	REGULAR EXCAVATION	CY	200	$12.00	$2,400
120-6	EMBANKMENT	CY	1	$15.00	$15
520-1-7	TYPE 'B' CONCRETE CURB	LF	145	$18.00	$2,610
522-1	CONCRETE SIDEWALK, 4" THICK	SY	91	$40.00	$3,640
522-2	CONCRETE DRIVEWAY, 6" THICK	SY	72	$55.00	$3,960
526-1-1	PERMEABLE ARTICULATED BLOCK	SY	68	$160	$10,880
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	246	$3.75	$923
590-1	IRRIGATION (COMPLETE SYSTEM, F&I)	LS	1	$1,500	$1,500
711-1-121	6" WHITE THERMOPLASTIC	LF	15	$2.00	$30
	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION) (18' MH)	EA	1	$7,500	$7,500
580-1	MULCH (EARTHWISE MULCH)	CY	1.5	$75.00	$113
580-4-56-4	LANDSCAPE PALM (WODYETIA BIRFURCATA - FOXTAIL PALM)	EA	3	$1,200	$3,600
580-7-733	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	EA	23	$15.00	$345
580-7-743	LIRIOPE MUSCAI 'VARIEGATA' / VARIEGATED LILY TURF	EA	48	$15.00	$720
			SUB-TOTAL=		**$43,235**
			CONTINGENCY (10%)		**$4,324**
			SAILFISH COVE DEVELOPMENT =		**$47,559**

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Kev Freeman

Title of Item:

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

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

Summary Explanation/Background Information on Agenda Request:

Amendments have been incorporated following first reading and comments made by City Commission at the August 10th, 2020 meeting and further staff review. The purpose of the ordinance is to provide guidelines to demonstrate public benefit when developers are seeking to deviate from code restrictions.

Summary
In order to allow the quantification of the benefits provided through a Planned Unit Development (PUD) application process staff are proposing the incorporation of a PUD amenity criteria table.

The table provides a 'menu' of optional but measurable items that applicants may use to meet a minimum level of public benefit. The draft amenity criteria table is attached to this item.

The item was presented to the Local Planning Agency (LPA) on July, 16th 2020. The item was approved unanimously. Comments from the LPA have been incorporated where appropriate.

Funding Source:

N/A

Recommended Action:

Motion to approve ordnance 2446-2020 at second reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Ord 2446-2020	8/14/2020	Ordinance add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2446-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J ENTITLED "PLANNED UNIT DEVELOPMENT (PUD) AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

* * * * *

WHEREAS, the purpose of this Land Development Code amendment is to support the Goals, Objectives and Policies of the City's Comprehensive Plan; and

WHEREAS, the purpose of this Land Development Code amendment is to establish a methodology for measuring and establishing a minimum level of public benefit delivered by Planned Unit Development; and

WHEREAS, the Land Planning Agency reviewed the proposed amendments to the Land Development Code at a public hearing on July 16th, 2020; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on _____, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The Stuart Land Development Code is hereby amended as follows:

Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

*****

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

*****

J. Planned unit Development (PUD) Amenity Criteria. All applications for new PUDs submitted [after date of adoption date of this Ordinance], shall provide at least one, or combination of, PUD amenities that total at least 7 points from the PUD amenity option table below. An applicant may petition for adjustment of points and/or credit for a PUD amenity not included in the PUD amenity option table that is not described herein.

1. Definition: PUD amenity: A feature or facility that is added to a PUD development project that enhances the project beyond the standards that are required under the City's zoning regulations.

PUD Amenity Option Table		
Points	Amenity	Standards
5	Attainable Housing units	An option to provide attainable housing. The three options of attainability are: • 5 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Very Low-Income category. • 7 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Low-Income category.

		• 10 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Workforce Income category.
5	Job Creation	Create at minimum 5 new jobs, new jobs are those which are not existing jobs or those that are relocated from an existing use within the City
5	Wetlands	Provide an average of 75ft of wetland buffer.
5	Land Donation	A donation of land or property to the City that contributes to public infrastructure including, but not limited to, sidewalks, parks, multi-modal infrastructure, conservation and preserve areas.
4	Emergency Generator	Provide for the installation and operation of an emergency generator not otherwise required by code that is sufficient to maintain a minimum level of operation at a location within the development during an emergency.
4	Stormwater Retention or Detention	Provide a 5% increase in stormwater capacity on the development site.
4	Stormwater treatment	Provide an 85% removal of Nitrate and Phosphate loading in stormwater through incorporation of Bio-swales, vegetative mats and/or other innovative stormwater treatment systems.
4	Public open space	Contiguous ground level outdoor open space that is greater than 10% of the amount of open space required by code. The space shall incorporate the opportunity for members of the public to interact with the natural habitat using walkways, benches, or other mechanisms.
4	Utilization of a renewable energy source	Use of a photovoltaic or solar thermal system for at least 50 percent of the annual energy demand in new and existing buildings. The applicant must demonstrate that the quantity of energy generated by the renewable energy system meets the required percentage through a whole building energy simulation.
3	Shade Trees	Provide for greater than 30% of tree canopy coverage on site.
3	Green Roof	Installation of an integrated green roof system that covers a minimum of 50 percent of the total roof area proposed for the

		development.
3	Community Garden	Permanent and viable growing space in the form of a garden, which provides fencing, watering systems, soil, secured storage spaces for tools, solar access, and pedestrian access as applicable. The facility shall be designed to be architecturally compatible with the development to minimize the visibility of mechanical equipment.
3	Public recreation area	An active, safe, and secure outdoor recreation area open and visible to the public that includes equipment or natural features suitable for recreational use.
3	Public plaza	Plazas shall be open to the public during daylight hours and provide opportunities for the public to interact with the space using outdoor furniture, art, or other mechanisms.
3	Public Eco Art	The art shall be maintained in good order for the life of the principal structure. The art shall be located where it is highly visible to the public. (in addition to any required CRA art contribution).
3	Creation or preservation of significant/historic architecture	Creation, preservation, rehabilitation, or restoration of historic buildings or significant architectural features as a part of the development.
2	Enhanced bicycle and pedestrian facilities	Eligible facilities may include a combination of the following: wayfinding signs, shaded walkway and other amenities that increase the convenience and encourage the use of public walkways and bikeways beyond what is otherwise required.
2	Enhanced Multi modal facilities	Eligible facilities (on or off-site) may include the following: transit shelter and seating area and other amenities, that increase the convenience and encourage the use of public transportation systems beyond what is otherwise required.
2	Electric Vehicle Charging	Install a minimum of two level 2 electric vehicle (EV) charging stations accessible to residents, visitors and/or employees.
1	Water feature publicly usable	A water feature, including but not limited to, a reflecting pond, a children's play feature, or a fountain located where it is highly visible and accessible to the public.

1	Shared vehicle or bicycle facilities	Accommodation for shared vehicles or shared bicycles on site. The shared service provider must be committed in writing to the use of the space in order to be eligible

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the 10th day of August 2020.

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

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

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____

MARY R. KINDEL

CITY CLERK

_____

MICHAEL J. MEIER

MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

Stuart City Commission
August 24th, 2020

Land Development Code Amendment
Ordinance 2448-2020

Planned Unit Development Amenity Criteria

Ordinance 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J. ENTITLED "PLANNED UNIT DEVELOPMENT (PUD) AMENITY CRITERIA" TO CHAPTER II ENTITLED “ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY” TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Definition

PUD Amenity: A feature or facility that is added to a PUD development project that enhances the project beyond the standards that are required under the City's zoning regulations.

Criteria

Points	Amenity	Standards
5	Attainable Housing units	An option to provide attainable housing. The three options of attainability are: • 5 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Very Low-Income category. • 7 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Low-Income category. • 10 percent of residential units within the development are rented or sold at a cost that is attainable with incomes within or less than the City's defined Workforce Income category.
5	Job Creation	Create at minimum 5 new jobs, new jobs are those which are not existing jobs or those that are relocated from an existing use within the City

Criteria

Points	Amenity	Standards
5	Wetlands	Provide an average of 75ft of wetland buffer.
5	Land Donation	A donation of land or property to the City that contributes to public infrastructure including, but not limited to, sidewalks, parks, multi-modal infrastructure, conservation and preserve areas.
4	Emergency Generator	Provide for the installation and operation of an emergency generator not otherwise required by code that is sufficient to maintain a minimum level of operation at a location within the development during an emergency.
4	Stormwater Retention or Detention	Provide a 5% increase in stormwater capacity on the development site.

Criteria

Points	Amenity	Standards
4	Stormwater treatment	Provide an 85% removal of Nitrate and Phosphate loading in stormwater through incorporation of Bio-swales, vegetative mats and/or other innovative stormwater treatment systems.
4	Public open space	Contiguous ground level outdoor open space that is greater than 10% of the amount of open space required by code. The space shall incorporate the opportunity for members of the public to interact with the natural habitat using walkways, benches, or other mechanisms.
4	Utilization of a renewable energy source	Use of a photovoltaic or solar thermal system for at least 50 percent of the annual energy demand in new and existing buildings. The applicant must demonstrate that the quantity of energy generated by the renewable energy system meets the required percentage through a whole building energy simulation.

Criteria

Points	Amenity	Standards
3	Shade Trees	Provide for greater than 30% of tree canopy coverage on site.
3	Green Roof	Installation of an integrated green roof system that covers a minimum of 50 percent of the total roof area proposed for the development.
3	Community Garden	Permanent and viable growing space in the form of a garden, which provides fencing, watering systems, soil, secured storage spaces for tools, solar access, and pedestrian access as applicable. The facility shall be designed to be architecturally compatible with the development to minimize the visibility of mechanical equipment.
3	Public recreation area	An active, safe, and secure outdoor recreation area open and visible to the public that includes equipment or natural features suitable for recreational use.

Criteria

Points	Amenity	Standards
3	Public plaza	Plazas shall be open to the public during daylight hours and provide opportunities for the public to interact with the space using outdoor furniture, art, or other mechanisms.
3	Public Eco Art	The art shall be maintained in good order for the life of the principal structure. The art shall be located where it is highly visible to the public. (in addition to any required CRA art contribution).
3	Creation or preservation of significant/historic architecture	Creation, preservation, rehabilitation, or restoration of historic buildings or significant architectural features as a part of the development.
2	Enhanced bicycle and pedestrian facilities	Eligible facilities may include a combination of the following: wayfinding signs, shaded walkway and other amenities that increase the convenience and encourage the use of public walkways and bikeways beyond what is otherwise required.

Criteria

Points	Amenity	Standards
2	Enhanced Multi modal facilities	Eligible facilities (on or off-site) may include the following: transit shelter and seating area and other amenities, that increase the convenience and encourage the use of public transportation systems beyond what is otherwise required.
2	Electric Vehicle Charging	Install a minimum of two level 2 electric vehicle (EV) charging stations accessible to residents, visitors and/or employees.
1	Water feature publicly usable	A water feature, including but not limited to, a reflecting pond, a children's play feature, or a fountain located where it is highly visible and accessible to the public.
1	Shared vehicle or bicycle facilities	Accommodation for shared vehicles or shared bicycles on site. The shared service provider must be committed in writing to the use of the space in order to be eligible

Recommendation

Staff recommend approval at Second Reading.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** Kev Freeman

Title of Item:

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (RC):

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

Summary Explanation/Background Information on Agenda Request:

This item was discussed by City Commission at first hearing on August 10th, 2020. Staff have incorporated revisions based on that discussion and further staff review:

1. Remove applicability to Commercial uses. Recommended because of the difficulty in identifying specific criteria where customers would be visiting a use for an amount of time where EV charging becomes viable.
2. Quantify charging rate minimums per range in miles at Level 1, Level 2 and Level 3.

SUMMARY

The lack of readily available opportunities to charge Electric Vehicles (EV)'s is frequently cited by potential EV buyers and is one of the primary barriers to market adoption of EV's. Consumers need to feel confident that they can re-fuel EV's as easily as they can do with gasoline-powered vehicles.

In general this EV program is intended to:

- Benefit City residents.
- Help to overcome barriers to adoption of EV use.
- Reduce the emission of Greenhouse gases.
- Contribute to the progression of advanced mobility.

City of Stuart Comprehensive Plan
Objective 17. - [Greenhouse gas emission reduction.]
The City shall pursue and support transportation systems (e.g. high-speed rail, express buses, high-occupancy vehicles, bike-ways) that reduce air quality degradation and help conserve energy.

The proposed Code amendment uses the following definitions based on best practice recommendations:

Electric Vehicle (EV): Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS): A parking space that is equipped to allow an EV to re-charge.

Electric Vehicle Charging Infrastructure (EVCI): Equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder / branch circuits, the installation of raceways, both underground and surface mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:
Level-1 is considered slow charging. Voltage including the range up to 120v. Providing up to 5 miles of range per charging hour.
Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v. Providing more than 5 and up to 25 miles of range per charging hour.
Level-3 is considered fast or rapid charging. Voltage is greater than 240v. Providing greater than 25 miles of range per charging hour.

It is proposed that a minimum EVCI requirement shall be required for all new residential development greater than 50 dwelling units.

This ordinance was reviewed by the Local Planning Agency (LPA) at their July 16th, 2020 meeting. The LPA approved the item unanimously. Comments from the LPA have been taken into account and where appropriate incorporated into the ordinance.

Funding Source:

N/A

Recommended Action:

Move to Approve ordinance # 2448-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A. Ord 2448-2020	8/14/2020	Ordinance add to Y drive
🗋	B. EV Best practice Guide	6/30/2020	Backup Material
🗋	C. EVCS Guide	7/1/2020	Backup Material
🗋	D. Staff Presentation	8/14/2020	Staff Report

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW DEVELOPMENTS HAVING GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

* * * * *

WHEREAS, the purpose of this Land Development Code amendment is to support the objectives of the City's Comprehensive Plan; and

WHEREAS, the purpose of this Land Development Code amendment is to establish minimum criteria for provision of Electric Vehicle Charging Infrastructure (EVCI) in new residential developments greater than 50 dwelling units; and

WHEREAS, the Land Planning Agency reviewed the proposed amendments to the Land Development Code at a public hearing on July 16th, 2020; and

WHEREAS, the City Commission duly scheduled, advertised, and held a public hearing on _____, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The Stuart Land Development Code is hereby amended as follows:

Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

*****

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

*****

2.06.00. – SUPPLEMENTAL USE STANDARDS

*****

~~**Sec. 2.06.22. - Twelve-month moratorium on the placement of wireless communication facilities within public rights-of-way.**~~

~~Notwithstanding provisions elsewhere in this Code, effective September 29, 2016, there shall be a 12-month moratorium on the placement of wireless communication facilities within public rights-of-way within the city during which no permit(s), licenses or other development orders of any kind shall be issued for wireless communications facilities within public rights-of-way.~~

~~(Ord. No. 2335-2016, § 1, 11-28-2016)~~

~~**Sec. 2.06.23. - Twelve-month moratorium on uses allowed in each zoning district specifically regarding medical marijuana treatment centers, their consideration of use, desirable locations, and other development regulations.**~~

~~Notwithstanding provisions elsewhere in this Code, effective November 7, 2016, there shall be a 12-month moratorium on the placement of medical marijuana treatment centers and facilities with similar functions within the city during which no permit(s), licenses or other development orders of any kind shall be issued for medical marijuana treatment centers and facilities with similar functions.~~

Sec. 2.06.22. – EV Charging Infrastructure

A. *Definitions:*

Electric Vehicle (EV): A vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and which produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS): A parking space that is equipped to allow an EV to re-charge.

Electric Vehicle Charging Infrastructure (EVCI): Equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder / branch circuits, the installation of raceways, both underground and surface mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v. Providing up to 5 miles of range per charging hour.
2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v. Providing greater than 5 miles and up to 25 miles of range per charging hour.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v. Providing greater than 25 miles of range per charging hour.

B. *EV Charging Station (EVCS) requirement:* All new development having greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).
   a. A minimum of 2 or 10%, whichever is the greater, of the required non-EV parking spaces (excluding required ADA spaces) shall be EVCI equipped spaces.
   b. A minimum of 2 or 10%, whichever is the greater, of required EVCI equipped spaces shall be provided at a level 2 EVCR.
   c. At minimum one (1) required EVCI equipped space shall be ADA accessible and shall be installed and marked in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).

C. *Standards:* The EVCI shall be installed per the requirements of the current edition of the National Electrical Code.
   a. The EVCI shall include a raceway, which is continuous from the branch circuit / feeder panel location to the future EV parking space.
   b. The raceway shall be sized and installed per the National Electrical Code; however, in no case shall the EVCI raceway be less than 1" (one inch) in size. The EVCI raceway shall include a pull rope or line installed for future conductor installation, with the raceway sealed and labeled for future use.
   c. The electrical equipment room must have a dedicated space for the future installation of EVCI. This space shall be identified on all construction documents submitted for review, and the dedicated space shall not allow for violation of the National Electrical Code prescriptive requirements regulating working space clearances around equipment, or

violation of the National Electrical Code prescriptive requirements governing the entrance to and egress from electrical equipment working space.

d. During construction of the electrical equipment room, all raceways installed for the EVCI shall terminate at the EV parking space.
e. Prior to the final electrical inspection approval, the space dedicated within the electrical equipment room for the future EVCI installation shall have the wall stenciled or marked legibly with the following text: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS".
f. The proposed placement and installation of EVCI or equipment shall not allow for any violation of the Americans with Disabilities Act of 1990.
g. The placement of EVCI shall not create a trip hazard or violation of the accessible path of travel when the cord is connected to an EV.

*****

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption

Passed on first reading the 10th day of August 2020.

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

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

VACANT, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

GREAT PLAINS INSTITUTE | Better Energy. Better World.

Summary of Best Practices in Electric Vehicle Ordinances

BY CLAIRE COOKE AND BRIAN ROSS

JUNE 2019



This ordinance guide was developed based upon funding from the Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory for the US Department of Energy.

About the Great Plains Institute

A nonpartisan, national, nonprofit organization, the Great Plains Institute (GPI) is transforming the energy system to benefit the economy and environment. We combine a unique consensus-building approach, expert knowledge, research and analysis, and local action to find and implement lasting solutions. Learn more at www.betterenergy.org.

For more information on this ordinance summary, please contact Brian Ross, Senior Program Director at bross@gpisd.net.

Contents

Overview 4
Electric Vehicle Charging Stations as Permitted Land Uses 6
Electric Vehicle Make-Ready Standards 7
Electric Vehicle Supply Equipment Standards 9
Electric Vehicle Parking Space Design and Location 11
Required EV Parking Capacity & Minimum Parking Requirements 13
Electric Vehicle-Designed Parking Use Standards and Protections 17
Signage, Safety, and Other Standards 19
Definition of Terms 22

Overview

This document is a summary guide to electric vehicle (EV) and electric vehicle supply equipment (EVSE) ordinances in the US.[1] The guide is sorted into best practice categories and provides a summary of typical provisions used by cities for each category. Each category includes a table with key points and text examples from actual ordinances, as well as recommendations from model codes for that topic, drawn from one of several model ordinances, or ordinance guidance documents that have been developed to inform cities on developing EV-ready zoning standards.

This summary is provided as a reference to cities seeking to develop EV zoning standards or development regulations. The summary does not address building or electric codes, only zoning ordinance language and associated tools. The examples are not intended to constitute recommendations, but rather to show the breadth of choices made by communities across the nation to integrate EVSE into development regulation.

The ordinance language in the following tables are drawn from the zoning ordinances of the following cities. To see the full context of each example, click on the links below and use the search function within the ordinance document to find the relevant example.

- Atlanta, GA
- Auburn Hills, MI
- Chelan, WA
- Des Moines, IA
- Douglas County, WA
- Duluth, MN
- Golden Valley, MN
- Howard County, MD
- Indianapolis, IN
- Kansas City, MO
- Methuen, MA
- Middletown, CT
- Montgomery County, MD
- Mountlake Terrace, WA
- New Orleans, LA
- Saint Paul, MN
- Salt Lake City, UT
- St. Louis Park, MN

The inventory of adopted ordinances also included a scan of model zoning ordinances and ordinance guidance documents for how local governments can use their zoning codes to help electrify transportation.

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[1] This is not a complete inventory but rather a representative sample of ordinances from cities throughout the United States.

The guides and model ordinances are listed below, with links, along with their region of origin:

- Europe: Electric Vehicle Charging Infrastructure: Guidelines for Cities
- Georgia: Model Municipal Ordinance (click on the first hyperlink in Section II, A)
- Iowa: Leading the Charge: City Codes and Electric Vehicles
- Midwest: Principles for EV-Ready Communities
- New Jersey: Alternative Fuel Vehicle Readiness: A Guidebook for Municipalities
- New York: Literature Review Summary: Electric Vehicle Supply Equipment Signage Guidance
- New York: Promoting Electric Vehicle Charging Station Installations
- Northeast/Mid-Atlantic: Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools
- Santa Clara County, CA: Plug-in Electric Vehicle Best Practices Compendium
- Washington: Electric Vehicle Infrastructure: A Guide for Local Governments in Washington State
- Washington: Plug-In Electric Vehicle Readiness Plan

1. Electric Vehicle Charging Station as Permitted Land Uses

Information related to where EV charging stations (or specific types of EV stations) are permitted. Charging stations are likely to be an accessory use but may also be a principal use in some instances. Ordinances clarify where these land uses are permitted to streamline the installation of infrastructure that serves a public purpose.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
Treats different types of EVSE as different land uses and may distinguish between where different types of charging stations are allowed. • Charging station types are typically distinguished as different "levels" contingent on charging speed (see "definitions" p11-12). • Most often, levels 1 & 2 are allowed in all zones while level 3 stations are restricted to specific zoning districts. ○ May provide a table to delineate use permitted zoning districts for each station type. • May also allow for all three levels in all zoning districts.	Chelan, WA	"Level 1 and 2 electric vehicle charging stations are a permitted use in all zoning districts… Level 3 electric vehicle charging stations are a permitted use in the Warehouse and Industrial (WI), Highway Service Commercial (C-HS),…, zoning districts"
	Des Moines, IA	"Levels 1, 2, and 3 electric vehicle charging stations are allowed in all zoning designations."
May require a conditional or special use permit for charging stations in specific zones.	Auburn Hills, MI	"Installation shall be subject to permit approval administered by the Community Development Department."
	Chelan, WA	"Level 3 electric vehicle charging stations…require a conditional use permit in Downtown Mixed Use (DMU), Tourist Accommodation (T-A),…zoning districts."
May place restrictions on charging stations in the right of way.	New Orleans, LA	"No property or parcel may have more than one electric vehicle charger installed in the right-of-way adjacent to such property or parcel."
	Des Moines, IA	"Electric vehicle charging stations are not permitted within the city right-of-way"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Iowa Clean Cities Coalition, Leading the Charge: City Codes and Electric Vehicles	**Recommendation:** "Define what types of EVSE are allowable by land use type." **Reasoning:** "By establishing compatible charging stations according to land use types, cities can eliminate confusion about what is and isn't allowable while also affirming the desirability of EVSE within the community…"

2. Electric Vehicle Make-Ready Standards

Requirements and standards for installing the infrastructure to support EVSE (also known as "make-ready"), other than the installation of the EVSE equipment itself. Make-ready standards are to prepare, at the time of construction, for future installation of chargers. Make-ready requirements capture savings by avoiding future costly retrofits to install chargers and have minimal impacts on the construction or renovation costs for the parking facility.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May require or recommend the installation of appropriate electrical capacity and conduits to support future EVSE.	Howard County, MD	"For new occupancies subject to this section: at least 1 parking space for each 25 residential units shall feature energized outlets; and a residential unit with a garage, carport, or driveway shall feature appropriate electric vehicle supply equipment consisting of conductors, connectors,[…] so that an energized outlet may be added in the future."
	St. Louis Park, MN	"Multiple-Family Residential Land Uses: all new, expanded and reconstructed parking areas shall provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 EVCSs for a minimum of 10% of required parking spaces."
	St. Louis Park, MN	"Non-Residential Land Uses: all new, expanded and reconstructed parking areas shall provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 or DC

		EVCSs for a minimum of 10% of required parking spaces."
	Auburn Hills, MI	"In order to proactively plan for and accommodate the anticipated future growth in market demand for electric vehicles, it is strongly encouraged, but not required, that all new one-family and multiple-family homes with garages be constructed to provide a 220-240-volt / 40 amp outlet on a dedicated circuit and in close proximity to designated vehicle parking to accommodate the potential future hardwire installation of a Level-2 electric vehicle charging station."
	Auburn Hills, MI	"it is strongly encouraged, but not required, that all new and expanded non-residential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of Level-2 electric vehicle charging stations. It is recommended that a typical parking lot (e.g., 1,000 or less parking spaces) have a minimum ratio of 2% of the total parking spaces be prepared for such stations."
May delineate zoning districts where EVSE is allowed.	Mountlake Terrace, WA	"Electric vehicle infrastructure shall be permitted in zoning districts of the city as identified in …"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Model City Ordinance Relating to Electric Vehicle (EV) Charging Infrastructure	**Recommendation:** "Require that [the] main electrical switchgear be installed with sufficient space and capacity to support 20% of EV spaces at 208/240V and 40A per space, with a dedicated branch circuit and overcurrent protection device, per space." **Reasoning:** "Retrofitting parking structures can be 91%+ more expensive than outfitting garages during the initial construction phase." **Recommendation:** "Require that all parking spaces in a parking structure be made "EV-Capable" i.e. conduit be

installed throughout the structure and subpanels sized to accommodate 60A or 40A breakers for each."

Reasoning: "[if] at least 20% of stalls are "EV-Ready" … the total electrical capacity is able to be shared among the remaining 80% of EV parking stalls using load sharing technology. However, this is only possible if the electrical conduit (trunk line) and subpanels are preinstalled throughout the parking garage to allow Level-2 Charging Equipment to be connected in the future."

3. Electric Vehicle Supply Equipment Standards

Minimum standards or required design of charging equipment or charging station infrastructure. These standards are often combined with minimum requirements for EV charging installations (see best practice #5).

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May require that EVSE meet standards found in the National Electric Code.	Atlanta, GA	"Installation of EVSE shall meet National Electric Code article 625…"
Often specifies that EVSE must be mounted. • May specify on what EVSE should be mounted. • Often specify at what height EVSE should be mounted. • Often specify that EVSE should be installed so as not to be a tripping hazard. • May require a retraction device or place to mount cords. • May specify that cords should not cross walkways.	Montgomery County, MD	"Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted."
	Chelan, WA	"Equipment mounted on pedestals, lighting posts, bollards, or other devices for on-street charging station shall be designed and located as to not impede pedestrian travel or create trip hazards within the right-of-way"
	New Orleans, LA	"Cords shall be retractable or have a place to hang the connector and cord sufficiently above the pedestrian surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area."
May specify other standards that EVSE should comply with.	St. Louis Park, MN	"EVCS pedestals shall be designed to minimize potential damage by accidents,

• May specify that EVSE be installed in compliance with a specific state code. • Often specify that EVSE be installed in compliance with the Americans with Disabilities Act.		vandalism and to be safe for use in inclement weather."
	St. Louis Park, MN	"Battery charging station outlets and connector devices shall be mounted to comply with state code and must comply with all relevant Americans with Disabilities Act (ADA) requirements."
May specify the distance of the charging station from the curb.	Mountlake Terrace, WA	"Charging station equipment…shall be a minimum of 24 inches clear from the face of the curb."
May specify under what circumstances a parking space must adhere to these standards.	Des Moines, IA	"Electric vehicle charging stations utilizing parking stalls located in parking lots, or parking garages shall comply with the following requirements…"
	Douglas County, WA	"Design criteria for electric vehicle charging stations or battery exchange stations within commercial, industrial and mixed-use zoning districts…"

EV Guide and Model Code Recommendations

Model Code Name:	
Iowa Clean Cities Coalition, Leading the Charge: City Codes and Electric Vehicles	**Recommendation:** Design criteria should be created for EVSE installations. **Reasoning:** "By articulating standards for EVSE design and installation, including setbacks and pedestal height for freestanding units, a community can facilitate a smooth construction permitting process."

4. Electric Vehicle Parking Space Design and Location

Information related to EV parking space design and location. Design and location decisions will affect installation cost (length of conduit from electric source) and use (location of the space relative to the building).

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
May specify parking space size.	Atlanta, GA	"The installation of an EVSE should not reduce the electric vehicle charging station's length to below the size and standards required under section 16-28.014"
	Methuen, MA	"Where provided, spaces should be standard size parking stalls but designed in a way that will discourage non-electric car vehicles from using them."
	Montgomery County, MD	"The minimum width for a parking space for charging electric vehicles is 9 feet."
May specify the location of parking spaces on a street or within a parking lot.	Atlanta, GA	"Criteria for electric vehicle parking and charging on private streets…For the purpose of reducing cable management issues and placing the…charging station closer to crosswalks and curb ramps, such charging stations shall be installed to use the last space on a block face in the direction of travel."
	Methuen, MA	"Parking spaces for electric vehicles must not be located in the most convenient spots because this will encourage use by non-electric vehicles."
	Salt Lake City, UT	"The electric vehicle parking space shall be located in the same lot as the principal use."
	St. Louis Park, MN	"The EVCSs shall be located in desirable and convenient parking locations that will serve as an incentive for the use of electric vehicles."
	St. Louis Park, MN	"General Requirements for Single-Family Residential Zoning Districts…EVSE shall be located in a garage, or on the exterior wall

		of the home or garage adjacent to a parking space."
May provide specifications about parking space and location fit.	Methuen, MA	"Design should be appropriate to the location and use. Facilities should be able to be readily identified by electric cars users but blend into the surrounding landscape/architecture for compatibility with the character and use of the site."
May require the parking space to have features that protect charging equipment.	Chelan, WA	"Equipment shall be protected by wheel stops or concrete filled bollards."
	Montgomery County, MD	"Adequate battery charging station protection, such as concrete-filled steel bollards shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb."
May simply specify an entity with the authority to create standards for EV charging stations.	Des Moines, IA	"The city manager or designee is authorized to develop and maintain standards for the design and construction of electric vehicle charging stations."

EV Guide and Model Code Recommendations

Model Code Document Name:	
Plug-in Electric Vehicle Best Practices Compendium (County of Santa Clara, CA)	**Recommendation:** Information be given concerning "Parking configurations, including guidance on whether it is preferable to locate chargers in perpendicular, parallel, or angled parking spaces, and on the location of wheel stops, guard posts and signage."

5. Required EV Parking Capacity & Minimum Parking Requirements

Information on minimum EV parking standards and on how EV charging spaces/parking spots are accounted for as part of minimum parking space requirements (parking minimums already in place in the ordinance). Cities requiring EV parking minimums are capturing the public value in this infrastructure, like non-EV parking minimums, and to landscaping, stormwater management, accessibility, and other design elements that are routine elements of parking standards.

<table>
<tr><th>Typical Ordinance Includes

Specification:</th><th colspan="2">Language Example

City, State: Text:</th></tr>
<tr><td rowspan="3">Often recommends or requires that a proportion of parking spaces be EV charging stations, designated for EV parking, or be EVSE ready.
These are often specified as a percent or a ratio.
May also be based on land uses such as the number of residential units in a development.
May be based on land use type.
May limit the number of chargers that can be installed in the right-of-way.
May include incentives for higher level charging stations through variations in space requirements.</td><td>Montgomery County, MD</td><td>“The minimum number of electric vehicle charging stations required is 1 electric vehicle charging station per 50 parking spaces.”</td></tr>
<tr><td>Howard County, MD</td><td>“For new occupancies subject to this section: at least 1 parking space for each 25 residential units shall feature energized outlets.”</td></tr>
<tr><td>Mountlake Terrace, WA</td><td>“The first column in Table 1 shows the type of land use for which electric vehicle charging stations shall be provided, pursuant to this section. The second column shows the minimum percentage of the facility’s parking spaces that shall provide a connection to electric vehicle charging stations.”
<table>
<tr><th>Land Use Type</th><th>Percent Parking Spaces</th></tr>
<tr><td>Multi-household Res</td><td>10%</td></tr>
<tr><td>Lodging</td><td>3%</td></tr>
<tr><td>Retail, eating and drinking</td><td>1%</td></tr>
<tr><td>Office, medical</td><td>3%</td></tr>
<tr><td>Industrial</td><td>1%</td></tr>
<tr><td>Institutional, Municipal</td><td>3%</td></tr>
<tr><td>Recreation/Entertainment/Cultural</td><td>1%</td></tr>
<tr><td>Other</td><td>3%</td></tr>
</table></td></tr>
<tr><td>St. Louis Park, MN</td><td>“All new or reconstructed parking structures or lots with at least 50 parking spaces, or expanded parking structures or lots that result in a parking lot with 50 or more parking spaces, shall install EVSE as required below.

1. Multiple-family residential land uses shall have 10% of required parking as Level 1 stations for</td></tr>
</table>

<table>
<tr><td></td><td></td><td>resident parking, and one Level 2 station for guest parking. At least one handicapped accessible parking space shall have access to an EVCS.

2. Non-residential land uses with parking spaces available for use by the general public shall have at least 1% of required parking as Level 2 stations with a minimum of two spaces served by Level 2 charging, with at least one station adjacent to an accessible parking space. In non-residential zoned districts, DC charging stations may be installed to satisfy the EVCS requirements described above on a one-for-one basis.”</td></tr>
<tr><td></td><td>Indianapolis, IN</td><td>“Two electric vehicle charging stations shall be required for developments that provide 500 or more off-street parking spaces.”</td></tr>
<tr><td></td><td>Middletown, CT</td><td>“Any new development that requires 25 or more parking spaces, as calculated by Section 40.04 of these regulations, shall have a minimum of 1 charging space or 3% of the total number of spaces allocated to Electric Vehicles (EVs) (whichever is greater) and must have a Level 2 or 3 charging station/connection per EV parking space.”</td></tr>
<tr><td></td><td>Salt Lake City, UT</td><td>“The number of required minimum parking spaces is determined after applying any applicable reductions and exemptions. The number of required EV parking spaces shall be as follows:”

<table><tr><td>Required Minimum Number of Parking Spaces</td><td>Number of EV Parking Spaces</td></tr><tr><td>0 to 49</td><td>0</td></tr><tr><td>50 to 99</td><td>1</td></tr><tr><td>100+</td><td>2, plus 1 for each additional 100 stalls</td></tr></table></td></tr>
<tr><td></td><td>New Orleans, LA</td><td>“No property or parcel may have more than one (1) electric vehicle charger installed in the right-of-way adjacent to such property or parcel.”</td></tr>
</table>

	Salt Lake City, UT	"A reduction in the minimum number of required electric vehicle parking stalls may be reduced by 25% if a Level 2 station is installed or by 50% if a Fast Charge station is installed. For each additional Level 2 or Fast Charge station installed, the additional reduction will be based on the already reduced number."
May include EV parking space proportion requirements as part of optional financing or a flexible code. • May be part of a sustainability points system (Duluth, MN). • May be one of several required amenities to choose from as part of a Planned Unit Development (Golden Valley, MN). • May be tied to public funding or financial partnership by the city (Saint Paul, MN)	Duluth, MN	"A minimum of 2% of required automobile parking spaces are signed and reserved for hybrid/electric/low energy vehicles in preferred locations near the primary building entrance."
	Golden Valley, MN	(include) "An electric vehicle charging station accessible to residents, employees, and/or the public."
	Saint Paul, MN	*Work in Progress* In their city code under *Chapter 81. - Sustainable Building,* Saint Paul has an "Overlay" that is required for "construction projects receiving more than $200,000 in public assistance, as well as certain rehab projects." This overlay specifies different requirements including "Electric vehicle charging capability." However, specifications regarding this requirement are yet to be worked out. - City of Saint Paul Website - Sustainable Building Policy - Sustainable Building Policy Guidebook
May include flexibility on minimum requirements to reduce cost burden.	St. Louis Park, MN	"When the cost of installing EVSE required by this Chapter would exceed five percent of the total project cost, the property owner or applicant may request a reduction in the EVSE requirements and submit cost estimates for city consideration. When City Council approval of the project is not required, the Zoning Administrator may administratively approve a reduction the required amount of EVSE to limit the EVSE installation costs to not more than five percent of the total project cost."
	Middletown, CT	"Applicants may request a waiver or reduction of electric vehicle parking requirements from the

<table>
<tr><td></td><td></td><td>Planning and Zoning Commission during site plan approval.”</td></tr>
<tr><td rowspan="2">May require that a proportion of EV charging stations also be made accessible.</td><td>Chelan, WA</td><td>“Accessible vehicle charging stations shall be provided based on the following table:”
<table><tr><th>Number of EV Charging Stations</th><th>Min. Accessible EV Stations</th></tr><tr><td>3-50</td><td>1</td></tr><tr><td>51-100</td><td>2</td></tr></table></td></tr>
<tr><td>Montgomery County, MD</td><td>“A minimum of one accessible electric vehicle charging station is required in any parking facility that is required to have one electric vehicle parking space. For parking facilities required to have 51-75 electric vehicle parking spaces the number of accessible spaces will increase to two (2). Between 76 – 100 electric vehicle parking spaces increases to three (3) and each thereafter increment of 25 electric charging station shall increase by one additional accessible electric vehicle charging space.”</td></tr>
<tr><td rowspan="4">May count electric vehicle charging stations towards meeting existing minimum parking requirements for developments (despite being simultaneously restricted to EVs only).</td><td>Kansas City, MO</td><td>Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.”</td></tr>
<tr><td>Methuen, MA</td><td>“An electric vehicle charging space may count for ½ of a space in the calculation for minimum parking spaces that are required…”</td></tr>
<tr><td>Indianapolis, IN</td><td>“For each electric vehicle charging station provided, the minimum number of required off-street parking spaces may be reduced by two. Each charging station counts toward the minimum number of required parking spaces.”</td></tr>
<tr><td>Chelan, WA</td><td>“Electric vehicle charging stations located within parking lots or garages may be included in the calculation of the minimum required parking spaces required pursuant to the Development Standards…”</td></tr>
<tr><td></td><td>Middletown, CT</td><td>“Requests for reduction of general parking spaces in exchange for additional EV parking: For any development that exceeds the minimum number of EVCs as required … The reduction of parking cannot be greater than 10% of the total amount of parking for the proposed development.”</td></tr>
</table>

EV Guide and Model Code Recommendations

Model Code Name:	
Action Items for EV-Ready Communities (NYSERDA Fact Sheet, Energetics)	**Recommendation:** Require "Set numerical or percentage-based goals … for EV infrastructure in new construction."
Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools (NYSERDA, Transportation and Climate Initiative of the Northeast and Mid-Atlantic States, 2012)	**Recommendation:** Create an "incentive zoning [that] provides a bonus, such as in the form of additional floor area, in exchange for the provision of a public amenity or community improvements…In the case of EVSE, a developer incentive would be exchanged for EVSE pre-wiring or charging station installation."

6. Electric Vehicle-Designed Parking Use Standards and Protections

Information related to parking restrictions, protections, and penalties for EV-designated spaces. Restricting use of EV charging parking stalls to EVs protects the public benefit being provided, like limiting use of accessible parking stalls.

Typical Ordinance Includes Specification:	**Language Example** City, State:	 Text:
May state restrictions on what type of vehicle may park in an EV charging station parking space. May specify the ramifications for parking unauthorized vehicles in EV charging spaces.	Atlanta, GA	"Each electric vehicle charging station and parking space for which any parking incentive was granted shall be reserved for use as an electric vehicle charging station or as electric reserved parking."
	Auburn Hills, MI	"A police agency or a governmental agency…may provide for the immediate removal of a vehicle…in any of the following circumstances…When a sign provides notice that a parking space is a publicly designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. Further, no person shall park or stand an electric vehicle in a publicly designated electric vehicle charging station space when not electrically charging or parked beyond the days and hours designated on the regulatory signs posted."

	Chelan, WA	"Except when located in conjunction with single-family residences, electric vehicle charging stations shall be reserved for parking and charging of electric vehicles only."
	Kansas City, MO	"Public electric vehicle charging stations must be reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle."

EV Guide and Model Code Recommendations

Model Code Name:	
Alternative Fuel Vehicle Readiness: A Guidebook for Municipalities (North Jersey Transportation Planning Authority, 2017)	**Recommendation:** Municipalities should create enforcement policies for EV parking and charging stations that "specify towing of vehicles in violation of the restriction or impose a fine." **Reasoning:** "It is important to define how restrictions and time limits will be enforced. Without an enforcement policy, there is no incentive to follow the restrictions."

7. Signage, Safety, and Other Standards

Information related to signage, road markings, notifications, lighting, usage fees, and maintenance. Signage helps all drivers understand appropriate use of this new form of parking infrastructure, and other standards similarly attempt to protect or enhance the public value of the infrastructure and minimize risks.

Typical Ordinance Includes Specification:	**Language Example** City, State:	Text:
Often includes signage and road marking requirements. • May include photo examples of signage.	Atlanta, GA	"Way finding signs, if installed, shall be placed to effectively guide the motorists to the electric vehicle parking space and/or charging station. Private regulatory signage shall be placed in a manner that shall not interfere with any parking space, drive lane or exit."
	Douglas County, WA	"Each electric vehicle charging station shall be posted with signage indicating the space is only for electric vehicle charging purposes."
Often includes lighting requirements.	St. Louis Park, MN	"Site lighting shall be provided where an electric vehicle charging station is installed, unless charging is for daytime purposes only."
	Chelan, WA	"Lighting. Adequate site lighting shall be provided, which shall also comply with Chapter 17.62…"
Often includes information about charging usage fees.	Kansas City, MO	"Property owners are not restricted from collecting a service fee for the use of an electric vehicle charging station."
Often includes information about general operations and maintenance.	Atlanta, GA	"Electric vehicle charging stations and parking spaces for which any parking incentive was granted shall be operational at all times. When an electrical vehicle parking station is not operational for 14 consecutive days, it shall be considered to have been removed from service. The failure to maintain the number of electric vehicle charging stations and parking spaces shall be cause to require the

		installation of the number of parking spaces required by the district regulations."
	Model Code – Electric Vehicle Infrastructure. Guide for Local Governments (Washington State)	"Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning, or other problems are encountered."
	St. Louis Park, MN	"The EVCS must be operational during the normal business hours of the use(s) that it serves. EVCS may be de-energized or otherwise restricted after normal business hours of the use(s) it serves."
Often includes requirements for contact information for instances where a charging station is damaged or out of order.	Atlanta, GA	"A phone number or other contact information shall be provided when the station is not functioning in a manner that allows electric vehicles to be charged."
	St. Louis Park, MN	"A phone number or other contact information shall be provided on the equipment for reporting problems with the equipment or access to it."
Often includes information about required notices.	Chelan, WA	"The following information shall be posted at all electric vehicle charging stations: 1. Voltage and amperage levels; 2. Hour of operations if time limits or tow-away provisions are to be enforced by the property owner; 3. Usage fees; 4. Safety information; 5. Contact information for reporting when the equipment is not operating or other problems."
May include time limits and hours of operation.	Mountlake Terrace, WA	"Time limits may be placed on the number of hours that an electric vehicle is allowed to charge, prohibiting indefinite charging /parking. If applicable, warnings shall be posted to alert charging station users about

		hours of use and possible actions affecting electric vehicle charging stations that are not being used according to posted rules."
	St. Louis Park, MN	"The EVCS must be operational during the normal business hours of the use(s) that it serves. EVCS may be de-energized or otherwise restricted after normal business hours of the use(s) it serves."
May include information on landscaping requirements.	Atlanta, GA	"Minimum landscaping requirements for surface electric vehicle parking and charging station lots…(a) All parking shall be terminated with a landscape strip a minimum width of five feet and equal to the length of the parking bay. (b) All required landscaped areas shall be planted with evergreen groundcover or shrubs with a maximum mature height of 30 inches…"

EV Guide and Model Code Recommendations

Model Code Document Name:	
Plug-in Electric Vehicle Best Practices Compendium (Santa Clara County)	**Recommendation:** "Local governments should …consider reducing EVSE permitting costs … by waiving or subsidizing the fees to residents and/or businesses."
Action Items For EV-Ready Communities (NYSERDA)	**Recommendation: "**Simplify and streamline permit processes."
Literature Review Summary: Electric Vehicle Supply Equipment Signage Guidance. (NYSERDA, Energetics, 2013)	**Recommendation:** All sign types should be considered when writing an EV ordinance. "There are three different types of signage applicable to EVSE: General Service or Guidance Signs, Regulatory or Enforceable Signs, and Special or Information/Trailblazer Signs."

8. Definition of Terms

Defining terms is a best practice for any ordinance, particularly when ordinance users and staff may be unfamiliar with the specifics of the land use and the policies being implemented via the ordinance requirements. Several EV or EVSE terms used in or pertinent to an EV-ready ordinance are defined below. Not all terms are used by each city. Terms used in an ordinance should be pertinent to the specific language and regulations found in each city's ordinance.

Typical Ordinance Includes Term:	**Language Example** City, State:	 Text:
Accessible electric vehicle charging station	Auburn Hills, MI	"an electric vehicle charging station where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle."
Battery charging station	St. Louis Park, MN	"an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles."
Battery Electric Vehicle	Electric Vehicle Infrastructure: Guide for Local Governments (Washington State)	"any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating."
Battery exchange station	Des Moines, IA	"a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter …"
Charging Levels • Level 1 • Level 2 • Level 3	Auburn Hills, MI	"the standardized indicators of electrical force or voltage, at which an electric vehicle's battery is recharged. The terms 1,2, and 3 are the most common charging levels, and include the following specifications:

*This is in some instances paired with the definition for *electric vehicle charging station**		1. Level-1 is considered slow charging. Voltage including the range from 0 through 120. 2. Level-2 is considered medium charging. Voltage is greater than 120 and includes 240. 3. Level-3 is considered fast or rapid charging. Voltage is greater than 240. ”
	Chelan, WA	“Level 1 is considered slow charging and operates on a fifteen to twenty amp breaker on a one hundred twenty volt AC circuit. Level 2 is considered medium charging and operated on a forty to one hundred amp breaker on a two hundred eight or two hundred forty volt AC circuit. Level 3 is considered fast or rapid charging and operated on a sixty amp or higher breaker on a four hundred eighty volt or higher three phase circuit with special grounding equipment. Level 3 stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.”
	Des Moines, IA	“the standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms Level I, 2, and 3 are the most common EV charging levels, and include the following specifications: Level I is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit. Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit. Level 3 is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public

		applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles."
Electric capacity	St. Louis Park, MN	"at minimum: 1. Panel capacity to accommodate a dedicated branch circuit and service capacity to install a 208/240V outlet per charger; 2. Conduit from an electric panel to future EVCS location(s)."
Electric vehicle	Auburn Hills, MI	"any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle"
	Des Moines, IA	"any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. "Electric vehicle" includes: (a) A battery electric vehicle; (b) A plug-in hybrid electric vehicle; (c) A neighborhood electric vehicle; (d) A medium-speed electric vehicle.
	Howard County, MD	"a vehicle that uses electricity for propulsion."
Electric vehicle, plug-in hybrid	Kansas City, MO	"an electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source: (3) may additionally be able to sustain battery charge using an on-board internal

		combustion-driven generator; and (4) has the ability to travel powered by electricity."
Electric vehicle charging station	Electric Vehicle Infrastructure: Guide for Local Governments (Washington State)	"a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use."
	Des Moines, IA	"a public or private parking space that is served by battery charging station equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle."
Electric vehicle charging station – private restricted use	Auburn Hills, MI	"an electric vehicle charging station that is (1) privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking) or (2) publicly owned and restricted (e.g., fleet parking with no access to the general public)."
	Kansas City, MO	"an EV charging station that is not available for use by the general public. Examples include electric vehicle charging stations that serve residential homeowners or renters, executive parking areas, designated employee parking areas and fleet parking areas."
Electric vehicle charging station – public use	Auburn Hills, MI	"an electric vehicle charging station that is (1) publicly owned and publicly available (e.g., Park & Ride parking, public library parking lot, on-street parking) or (2) privately owned and available to visitors of the use (e.g., shopping center parking)."
	Kansas City, MO	"an EV charging station that is accessible to and available for use by the public."

Electric vehicle supply equipment	St. Louis Park, MN	“any equipment or electrical component used in charging electric vehicles at a specific location. EVSE does not include equipment located on the electric vehicles themselves.”
Electric vehicle infrastructure	Kansas City, MO	“conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.”
	Des Moines, IA	“structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.”
Electric vehicle parking space	Auburn Hills, MI	“any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.”
Energized outlet	Howard County, MD	“a connected point in an electrical wiring installation at which current is taken to charge an electric vehicle.”
Neighborhood electric vehicle	Mountlake Terrace, WA	“a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and other wise meets or exceeds the federal regulations…”
Non-electric vehicle	Auburn Hills, MI	“any motor vehicle that does not meet the definition of electric vehicle.”
Rapid charging station	Methuen, MA	“an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels…”

City of Stuart Guide for Accessible EVCS

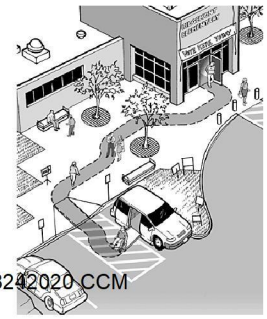
This guide applies to Electric Vehicle Charging Stations (EVCS) that will be installed in parking lots and intended for use by the general public.



EV drivers with disabilities need to have access to EVCS, but the codes are still evolving. This guide is meant to comply with the intent of the Americans with Disabilities Act.

- The first station installed needs to be an accessible space.
- Twelve feet wide with a five-foot access aisle. Eighteen feet long
- It needs to be on an accessible route.
- This space doesn't have to be for the exclusive use of a disabled person if less than five stations are installed.
- It also doesn't have to comply with being the shortest route to the facility, but the route to the facility must be fully accessible. Defined as "continuous, unobstructed way of pedestrian passage" from the EVCS to the facility
- The access aisle can be shared with another accessible space.
- Access aisle need to be provided between the EVCS space and the EV Service Equipment.
- The equipment must comply with reach requirements, turning radius, etc..
- Consideration should be taken when locating stations so that cords do not block pedestrian paths or accessible routes when plugged into a vehicle
- One to four EVCS require one to be accessible, five to twenty-five EVCS require two to be accessible. One space dedicated to accessible EVCS only.

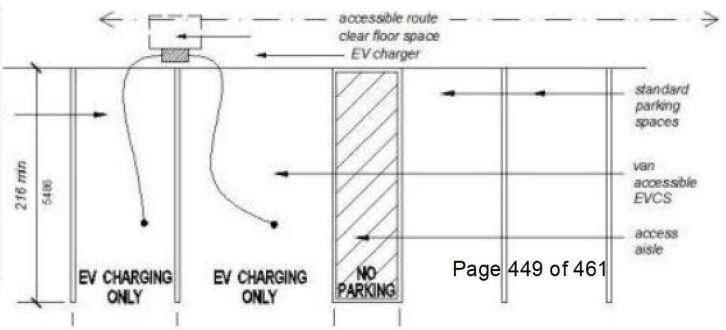
Accessible route illustration.



EVCS signage



Possible Layout with 2 charging heads



Stuart City Commission
August 24th, 2020

Land Development Code Amendment
Ordinance 2448-2020

Electric Vehicle (EV) Charging Infrastructure

Ordinance 2448-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED “ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY” IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DWELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Amendments

Remove applicability to Commercial development
(complexity in defining use categories where customers would visit for a number of hours)

Add range and charging rate per hour

Charging Rate

Electric Vehicle Charging Rate (EVCR): The rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v. Providing up to 5 miles of range per charging hour.

2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v. Providing greater than 5 miles and up to 25 miles of range per charging hour.

3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v. Providing greater than 25 miles of range per charging hour.

EV Infrastructure Provision

All new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).

1. The ratio of EVCI equipped spaces to non-electrical vehicle parking spaces shall be 10% and will only apply to the total new non-ADA parking spaces.

2. A minimum of 10% of required EVCI equipped spaces shall be provided at a level 2 EVCR.

3. At minimum one (1) required EVCI equipped space shall be ADA accessible and shall be installed in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).

Calculation

EV Charging Station (EVCS) requirement:

For every 200 standard parking stalls provided on a site plan:

1. EVCI equipped spaces (10%) = 20 minimum

2. Level 2 EVCI equipped spaces (10% of total EVCI spaces) = 2 minimum

3. ADA accessible EVCI equipped space = 1 minimum

Standards

The EVCI shall:

- Be installed to meet the National Electrical Code
- Include a correctly sized and labelled raceway to the future EV parking space.
- Have a dedicated space for the future installation of EVCI in the electrical equipment room
- Ensure that all raceways installed for the EVCI shall terminate at the EV parking space.
- Have the following sign: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS" in the electrical equipment room.
- Comply with the Americans with Disabilities Act of 1990.

Discussion & Recommendation

Staff recommend approval at Second Reading.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 8/24/2020 **Prepared by:** David D. Peters

Title of Item:

CONCEPTUAL PLAN FOR EAST OCEAN BLOULEVARD AND MEMORIAL TREES AT MEMORIAL PARK

Summary Explanation/Background Information on Agenda Request:

The Conceptual Plan includes:

- Trees removed to avoid conflicts with underground utilities.
- Trees removed that are in poor health.
- Removed trees are replaced with Purple Tabebuias in all areas except where building building facades are immediately adjacent to sidewalks.
- Removed trees are replaced with Double Adonidia Palms in areas where building facades are immediately adjacent to sidewalks.
- New landscape islands have been added where possible, with coconut Palms and groundcover.
- .Medjool Palms have been added to existing landscape median adjacent to Memorial Park.
- Memorial pavers and Japanese Fern Trees will be located near the band shell for those wishing to honor their loved-ones.

Funding Source:

Tree Fund

Recommended Action:

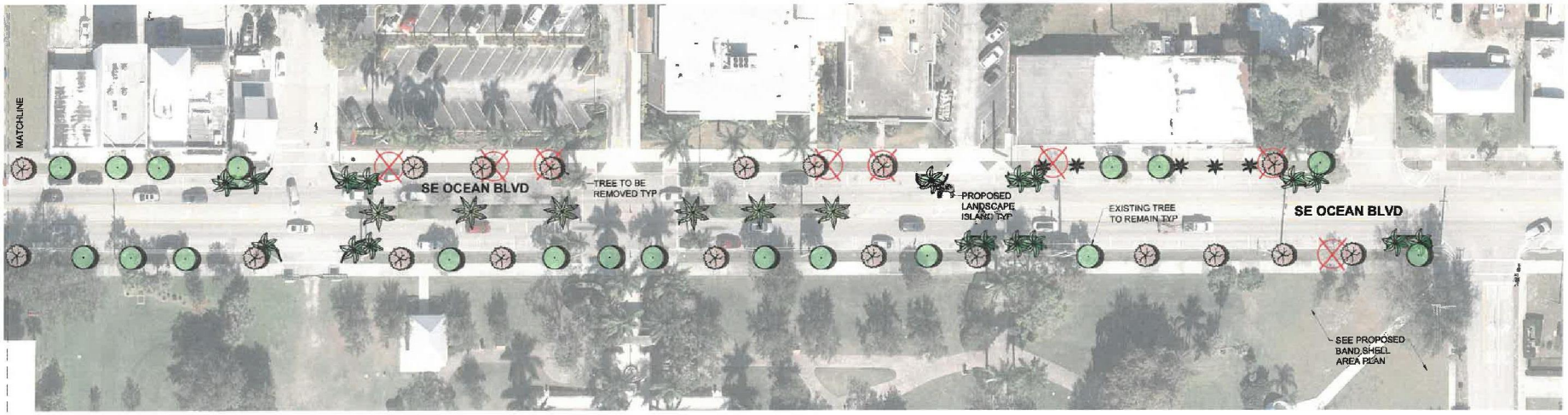
Provide staff direction.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Conceptual Plan East Ocean/Memorial Park	8/18/2020	Attachment

lucido & associates
701 E Ocean Blvd, Stuart, Florida 34994 (772) 286-2900, Fax (772) 223-0220





Scale: 1" = 30'
0 15' 30' 60'
NORTH
Sheet 1 of 2
Date: 05.21.2020
08242020 CCM

City of Stuart - Street Trees

Stuart, FL

Ocean Boulevard - Phase 1 Street Tree Plan

PLANT SCHEDULE EAST OCEAN P1

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	CALIPER
	AMP	23	Adonidia merrillii	Double Christmas Palm	FG	8` GW, 12` CT, 16` OA		FF, FULL HEAD	
	COM	36	Cocos nucifera `Green Malayan`	Coconut Palm	FG	16`GW		FF, FULL HEAD	
	PHM	6	Phoenix dactylifera `Medjool`	Date Palm	FG	16`CT		FH, SP, Straight, Classic Cut	
	TA-E	33	Tabebuia caraiba	Silver Trumpet	Existing to Remain				
	TTP	25	Tabebuia impetiginosa	Purple Trumpet Tree	45G	14` HT	8`W	6`CT, STD, SP	2.5" Caliper
	TB-E	1	Tabebuia impetiginosa	Existing Purple Trumpet Tree	Existing to Remain				



Remove Trees in Conflict with Overhead Utilities and/or Trees in Poor Health



Healthy Trees to Remain



Replace Removed Trees with Purple Tabebuia Trees & Adonidia Palms (Palms Only For Areas Adjacent to Building Facade)



Create Landscape Islands Where Possible; Add Coconut Palms & Groundcover



Add Medjool Palms to Existing Median Adjacent to Memorial Park

Scale: 1" = 30'

0 15' 30' 60'

NORTH

Sheet 2 of 2

Date: 05.21.2020

08242020 CCM

City of Stuart - Street Trees

Stuart, FL

Ocean Boulevard - Phase 1 Street Tree List & Images

lucido & associates
721 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-2030



PLANT SCHEDULE BAND SHELL

TREES	QTY	BOTANICAL NAME	COMMON NAME	SPECS
	2	Delonix regia	Royal Poinciana	FG, 18` HT x 14` W, SP, F
	8	Filicium decipiens	Japanese Fern Tree	BB, 10` OA, STD, SP
EXISTING TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECS**
	3	Quercus virginiana	Southern Live Oak	Existing to Remain

Computer File Memorial Park - Band Shell Landscape.dwg
Project Number 20-210
Scale: 1" = 30'

0 15' 30' 60'
08242020 CCM

NORTH

05.13.20

Memorial Park - Band Shell

Stuart, FL

Conceptual Site Plan