



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JANUARY 22, 2024

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner

Vice Mayor Campbell Rich

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

1. APPROVAL OF 01/08/2024 CCM MINUTES (RC)
2. AWARD OF ITB# 2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT (RC):

RESOLUTION No. 08-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,097.00 TO UNDERWATER ENGINEERING SERVICES, INC., OF FORT PIERCE, FLORIDA; AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. MARTIN COUNTY SHERIFF'S OFFICE AND THE STUART POLICE DEPARTMENT MUTUAL AID AGREEMENT (RC):

RESOLUTION No. 09-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE STUART POLICE DEPARTMENT AND THE MARTIN COUNTY SHERIFF'S OFFICE TO ENTER INTO A MUTUAL AID AGREEMENT, FOR HOMICIDES, SEX OFFENSES, ROBBERIES, ASSAULTS, BURGLARIES, LARCENIES, GAMBLING, MOTOR VEHICLE THEFTS, DRUG VIOLATIONS PURSUANT TO CHAPTER 893, FLORIDA STATUTES, SUPPORT OF BACK UP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS AND RELATED INVESTIGATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AUTHORIZATION TO EXECUTE AN ACCESS AGREEMENT WITH ASHLEY CAPITAL FOR THE OLD CITY LANDFILL (RC):

RESOLUTION No. 13-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO EXECUTE THE BROWNFIELDS SITE ACCESS AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

5. SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND THE LIVE LOCAL ACT (RC):

RESOLUTION No. 12-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND IMPROVING UPON THE "LIVE LOCAL ACT," PREVIOUSLY ADOPTED DURING THE 2023 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

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

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

ORDINANCE FIRST READING

7. 101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

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

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 1/22/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 01/08/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. APPROVAL OF 01/08/2024 CCM MINUTES

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

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

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

INVOCATION

Darrell Ormond, Pastor for the First Baptist Church of Stuart.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SONG PERFORMANCE BY KAYLEIGH KIVETT

Kayleigh Kivett sang "God Loves The Outcasts" by Chorus Of The Hunchback Of Notre Dame and Heidi Mollenhauer.

PROCLAMATIONS

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

Martin Luther King Jr. Day Celebration Proclamation was presented to Nina Dooley, President of The Afro African Citizens of East Stuart (AACES). Ms. Dooley thanked the Commission for the Proclamation and spoke on the MLK parade event on Monday, January 15, 2024.

3. ARBOR DAY (JANUARY 19)

Arbor Day Proclamation was presented to Rosita Aristoff, President of The Garden Club of

Stuart Inc. Ms. Aristoff thanked the Commission for their Proclamation, provided them a plant, and spoke on the history of Arbor Day.

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

Proclamation was presented but recipient Portia Scott, Member of the Daughter of the American Revolution Halapatiokee Chapter, was not present.

5. LITERACY WEEK (JANUARY 22-26)

Proclamation was presented to Kiana Kelly, Children's Services Council, Martin Reads Coordinator, and Laura Haase, Children's Services Council, Director of Program Operations. Ms. Kelly thanked the Commission for their support and read statistics on childhood literacy.

PRESENTATIONS

6. JANUARY SERVICE AWARDS

Jose Francisco	Public Works	5 years	(Not Present)
Eddie Robinson	Public Works	5 years	(Present)
Melissa "Joy" Warren	U&E, Customer Service	5 years	(Present)

COMMENTS BY CITY COMMISSIONERS

Commissioner Collins

- Read a prepared statement regarding growth within the City and stated the Commission's duties. He spoke about his thoughts on development in the City.

Commissioner Clarke

- Commented on the Brightline station proposal and thanked the Treasure Coast Regional Planning Council for their work. Recognized the new business in East Stuart by Althea Wiley and is thankful for small entrepreneurs.
- Thanked those who help with historic preservation of the City.
- Announced the MLK Day Parade on January 15, 2024, and encouraged all residents to join in the activities.

Commissioner McDonald

- Announced that the Boat Show is this weekend and reminded all about the closure of the small bridge until next week.
- Reported that the legislative session begins tomorrow January 9, 2024, in Tallahassee and he will be attending next week.

Vice Mayor Rich

- Announced he will be going to Tallahassee for the Legislative Session with the Treasure Coast Region, Florida League of Cities. Spoke on the updating of the 20-year-old storm

water rule regulations. Another issue being addressed is permit approval in three (3) days.

- Stated he was involved for thirty (30) years in organizational recreation and commented on the ballfield renovations.

Mayor Bruner

- Would like to freshen up the facade of the City's Annex Building, feels it could be improved esthetically.

City Manager Mortell invited Mr. Scott Proctor to speak on the baseball field. Mr. Proctor spoke on the baseball field at Guy Davis Park and how important it is on the impact of our children.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Stated that the Brightline submittal was done on December 20th and announced that the City has been informed it was awarded the mega grant for the railroad bridge.
- Stated a resident spoke to him in regard to the selling of his home and asked if the City was interested in purchasing it. Its location is on Baker Rd. and in the Heart of Haney Creek. He will provide more information to the Board.
- Commented that the Community Redevelopment Agency (CRA) is closing on the Community Development Block Grant (CDBG) grant property - Willie Gary to build a technical school.
- Stated that Allen Marcus approached the City Manager to ask the Commission if they would be interested in a three (3) dimensional sign of "STUART" for Flagler Park as a tourist attraction.
- Stated a tram sign will be added by Kildred Street due to the new business and traffic on that side of town.

APPROVAL OF AGENDA

4:53 PM MOTION: Approve. [AMENDED MOTION] 4:54 PM Approve agenda - moving Item #14 to after the approval of the agenda.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

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

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT

RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

**4:54 PM MOTION: Approve to move to date certain 01/22/2024. MOVED BY: Troy McDonald
SECONDED BY: Christopher Collins Motion approved unanimously.**

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

1. Inez Van Ravenzwaai - 14th St; Provided an update on Stuart Main Street as Ms. Candace Callahan, Executive Director, is not available. Stated the different workshops that Stuart Mainstreet is hosting. Announced that Stuart Main Street was featured in the publication by the Florida Agricultural Department in Fresh From Florida.
2. Helen McBride - Flamingo Ave; Is concerned about what is happening to City Hall and would like the residents to have some input on what happens to the City.
3. Virginia Sherlock - Madison Ave; Would like the City to take a look at the building on East Ocean and stated it is deteriorating and vacant. Provided a handout.
4. Misty Harris - Alamanda Way; Is concerned about the train/vehicle accident that occurred at Confusion Corner and would like the Commission to see what the solution can be.
5. Ann MacMillan - Harbor Point Dr; Would like the commission to have conversations about our codes and building regulations. Offered her assistance.
6. Robin Cartwright - Hibiscus Ave; Spoke about an article in TC Palm and stated that staff reached out to those who posted the article to repost the edited article and that Commission and staff are selective as to what gets addressed and in what time frame or manner it gets addressed in. Encouraged all residents to make sure voter registration is current.
7. Mark Rogers - Palm City; Spoke on the beauty of downtown Stuart and commented on the growth in Stuart. He is in favor of hotel to have a place for visitors to stay.
8. Loyd Rogers - Palm City; In favor of the Creekside Hotel.
9. Frank McChrystal - Flamingo Ave; Spoke about the tragedy of Brightline and the freightliner and shared a personal story. Believes that the decisions made by the Commission are making things for the City worse.

CONSENT CALENDAR

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

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

RESOLUTION No. 01-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2023-207,

TEMPORARY PERSONNEL SERVICES TO THE FOUR TOP RANKED FIRMS; EXPRESS EMPLOYMENT PROFESSIONALS OF PORT SAINT LUCIE, FLORIDA, MANPOWER OF STUART, FLORIDA, BLUE ARBOR, INC., OF PLANTATION, FLORIDA, AND TMDA, LLC OF ST. PETERSBURG, FL ON AN AS NEEDED BASIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. FACSIMILE SIGNATURE BANK (RC):

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

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

RESOLUTION No. 05-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING A CONTRIBUTION OF FUNDS FROM M.E.'s TEAM, A 501(c)3 NON-PROFIT ORGANIZATION FOR THE PURPOSE OF REPLACING THE BACKSTOP WITHIN THE BASEBALL FIELD AT GUY DAVIS PARK; AUTHORIZING THE EXPENDITURE OF DONATED FUNDS TOWARDS REPLACING THE BASEBALL FIELD BACKSTOP; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

END OF CONSENT CALENDAR

**5:16 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.**

COMMISSION ACTION

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

RESOLUTION No. 04-2024; REQUESTING APPROVAL OF A MAJOR

DEVELOPMENT PLAN TO CONSTRUCT A 53,600 SQUARE FOOT FOUR-STORY HOTEL (W/ 102-BEDS) AND A DETACHED 5,000 SQUARE FOOT ONE-STORY BUILDING FOR FUTURE RETAIL AND/OR RESTAURANT USE(S), AND CONCURRENT APPROVAL FOR A MAJOR URBAN CODE CONDITIONAL USE TO PROVIDE RELIEF FROM LAND DEVELOPMENT CODE SECTION 6.01.11(B) - LOCATION OF REQUIRED PARKING SPACES, SECTION 3.04.04(C) - BUILDING HEIGHT, AND SECTION 3.04.06(E)(5) - THOROUGHFARE ELEMENTS.

Commissioners provided their ex-parte communication.

City Attorney Lee Baggett placed eight (8) people under oath; Bonnie Brown, Law Offices of Bonnie Brown, Darren Guetiler, Velcon Engineering & Surveying, LLC, Daniel Sorrow, Cotleur & Hearing, Susan O'Rourke, Velcon Engineering & Surveying, Jenna Knobbe, Cotleur & Hearing, Thea Bergerson, Cotleur & Hearing, Kris McCrain, Principal Planner, and one (1) unknown.

Kris McCrain, City Principal Planner, presented on the project and provided staff recommendation.

Daniel Sorrow, Cotleur & Hearing, representative of the applicant, provided a brief introduction to the project.

Jenna Knobbe, Cotleur & Hearing, representative of the applicant, provided a presentation.

Commissioner discussion with applicant included time frame for construction and adjacent parcels.

6:11 PM, City Attorney Baggett swore in Jessica Seymour, Treasure Coast Regional Planning Council, who spoke on form-based code and highlighted some changes that the City recently adopted.

Vice Mayor Rich inquired about the EV charging stations, planting more trees around the retention pond, and if the applicant is willing to apply to the Florida Department of Environmental Protection (FDEP) annually to do minimal mangrove trimming.

Applicant, Mr. Rajesh Patel agreed and stated he would be willing to plant more trees around the pond, but he does not own the parcel the pond is on.

Commissioners continued discussions, questions, and answers with the applicant's representatives.

6:42 PM Commissioner Clarke made a motion, seconded by Commissioner McDonald.

PUBLIC COMMENT:

1. Thomas Hornaman - Channel Ave; Stated he is a neighbor of this project and is in favor of the project.
2. Nancy Smith - Joan Jefferson Way; Embraced what Commissioner Collins has said from the beginning until now. Concerned about height of hotel.
3. Joan Jefferson - Inwood Pines Ln; Provided history of Martin County Commission's

concerns of growth.

4. Michael Jacquin - Ft Pierce; In favor of the project.
5. Brad Gillman - Stuart; Asked to consider the traffic pattern.
6. Alan Marcus - Baker Rd; In favor of the project.
7. Laura Giobbi - Ocean Blvd; In opposition of the project, handed the Clerk her written comments. Stated that there is no concern over what this will create for the 12-month residents and does not believe that this Hilton belongs in downtown Stuart.
8. Larry Dahn - Palm City; In favor of the project.
9. Mike Steppling - Palm City; In favor of the project. Commented he feels it is time and will be a hotel that people will enjoy for years to come.
10. Bill West - San Souci St; In favor of the project.
11. Doug Legler - Palm City; In favor of the project.
12. Josh Steppling - Jensen Beach; In favor of the project.
13. Kristy Byrich - Port Saint Lucie; In favor of the project.
14. Tracy Barnes - Channel Ave; In opposition of the project; stated her reasons for opposition. Commented it is too large of a project should be downsized and feels that there will be a problem with drainage and traffic.
15. Gonzalo Hernandez - 7th St; Stated he is not opposed; his concern is traffic.
16. Robin Cartwright - Hibiscus Ave; In opposition of the project. Stated her concerns; such as, ADA compliance, height, drainage.
17. Joe Hooker - Riverside Dr; Stated he learned about this item today. Commented that the four (4) story building is not necessary.
18. Cristina Maldonado - 7th St; In opposition of this project. The charm of Stuart is the small town business/homegrown.
19. Curt Melengracht - McPherson St; In opposition of this project. The support is not coming from the people that live here.
20. Linda Kay Richards - Cabana Point Cr; Spoke negatively about the Tru brand.
21. Ross Cutler - Osceola St; In favor of this project. Would like a place for his family to stay in downtown Stuart.
22. Don Williams - Riverside Dr; Shared a personal story and is opposed to the hotel. He moved here because of the small town charm, and now there is too much traffic and growth.
23. Frank McChrystal - Flamingo Ave; In opposition of this project. His concerns are drainage and traffic.
24. Stephen Vitale - Colorado Ave; In opposition of this project. Should not be approved in order to preserve our small town charm.
25. Christopher Vitale - Colorado Ave; In opposition of this project. People come here to Stuart because of the small town charm and we need to protect it.
26. Nik Schorth - Palm St; In favor of this project. Commented on Colorado Avenue being reduced to two lanes and the opposition at the time. Stated how well that transition has worked well for the City.
27. Duncan Hurd - River Lights Ct; In favor of this project.
28. Paula Hof - Stafford Dr; In opposition of this project.
29. Carra Crehan - Colorado Ave; Voiced her concerns about parking.
30. Gail Goldy - 12th Terrace; In opposition of the project.
31. Helen McBride - Flamingo Ave; Voiced her concerns on the drainage and traffic.

7:55 PM

Commissioner Clarke invited Joe Capra of Captec Engineering, to review the drainage

system. Joe Capra commented and stated the project meets code and further explained the plans.

6:42 PM MOTION: Approve for discussion.

8:08 PM [AMENDED MOTION] Approve as presented and with a reduction in the EV station to six (6) total stations, two (2) on site and four (4) off site. Applicant must be required on an annual basis to apply to the DEP for minimal mangrove trimming and remove exotics.

MOVED BY: Eula Clarke

SECONDED BY: Troy McDonald

VOTE: MOTION PASSES 4/1.

YES: Troy McDonald, Becky Bruner, Eula Clarke, Campbell Rich

NO: Christopher Collins

ORDINANCE SECOND READING

ORDINANCE FIRST READING

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

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

8:24 PM

City Attorney Baggett placed five (5) people under Oath; Michael Barbera, HCA Florida St. Lucie Hospital, Corey Lovelace, HCA Florida St. Lucie Hospital, Andrew Barnett, HCA Corporate St. Lucie Medical Center, Hugh Ross Lucas, Fulmer Lucas Engineering, LLC, and Jodi Nentwick-Kugler, Development Director.

Commissioners provided their ex-parte communication.

Jodi Nentwick-Kugler, Development Director, presented and provided the LPA and staff recommendation.

Audra Creech, applicant representative from Gunster Law Firm, presented.

Ross Lucas, applicant's engineer, Fulmer Lucas Engineering, presented on the project.

There was a brief discussion on freestanding emergency vs. urgent care. Corey Lovelace, CEO of HCA Hospital came forward to comment on the project, signage, and facility requirements.

9:02 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Troy McDonald

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

9:03 PM

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 22nd day of January, 2024.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 1/22/2024

Prepared by:

Title of Item:

AWARD OF ITB# 2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT (RC):

RESOLUTION No. 08-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,097.00 TO UNDERWATER ENGINEERING SERVICES, INC., OF FORT PIERCE, FLORIDA; AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on November 27, 2023, and release simultaneously on OpenGov Procurement, who notified four hundred and forty-one (446) potential bidders, there were twenty-seven (27) plan holders, and issued two (2) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. December 20, 2023.

The Public Works Department has reviewed references and recommended awarding to the lowest, most responsive, responsible bidder, for the total of \$49,097.00.

Funding Source:

001-53546-230

Recommended Action:

Adopt Resolution No. 08-2024

ATTACHMENTS:

1. Contract ITB# 2024-103
2. R08-2024, ITB# 2024-103, City of Stuart Downtown Floating Dock Replacement Project



"CONTRACT"

CONTRACTOR: Underwater Engineering Services, Inc.
3306 Enterprise Road
Fort Pierce, Florida 34982

PROJECT: ITB 2024-103: City of Stuart Downtown Floating Dock Replacement Project

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2024 by and between **Underwater Engineering Services, Inc.** (hereinafter referred to as "Contractor") and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter referred to as "City"), for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides resin replacement; and

WHEREAS, City desires to hire Contractor to provide Downtown Floating Dock Replacement for the City; and

WHEREAS, Contractor is willing and able to provide Downtown Floating Dock Replacement for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the services specified herein and, in an amount agreed to below.

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

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

I. SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, and materials necessary to provide and install two (2) new Gator Dock Marine/CMI floating dock finger piers to the existing floating dock (hereinafter referred to as the

“Work”). The floating dock piers are to match the existing. Each floating dock pier shall be twenty-five feet (25') in length and four- and one-half feet (4.5') in width. Contractor shall work with City staff in advising the City and the City Commission regarding these services as rendered. The services will be those customarily attendant to Floating Dock Replacement Project. The specific services to be performed by the Contractor are described in Part 5 of original ITB# 2024-103 which is attached hereto as Exhibit “B” and incorporated herein by reference.

II. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

Upon award of this Contract by Resolution of the Stuart Commission or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter “NTP”, issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract work shall be completed within **sixty (60) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor prior to the NTP shall be deemed a waiver of the issuance of the NTP and shall constitute the “Date of Commencement” for purposes of the completion deadline.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor’s pricing schedule formalized in “Price Proposal Form” submitted by Contractor which is attached hereto as Exhibit “A”. This Contract is **not to exceed \$49,097.00**.

2.2 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work agreed to under this Contract. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract price shall be made therefore, or in the alternative, the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under

this Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Work under this Contract and shall bear all losses resulting to Contractor because of bad weather, or because of errors or omissions in Contractor's bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor thirty (30) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. City's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the C'ty's behalf with respect to all aspects of the Project is the Public Works Director, Milton Leggett, phone number: 772-260-1271.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all

aspects of the Project is:

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent third-party contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the City in writing that the Work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.8 of the Invitation to Bid which is attached hereto as Exhibit "B." Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements.

10.2 Certificate of Insurance

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

Section 11. Professional Standards

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

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

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

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the Contract, the rate quoted shall be used to determine the adjusted Contract price.

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.

Section 14. Public Records

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit "A" - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit "B" - "Original Invitation to Bid as Issued by City, including all Addenda"

Exhibit "C" - "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGET, ESQ
CITY ATTORNEY

Witness #1

Bob Begano
Bob Begano

Witness #2

Lisa Westcoat
Lisa Westcoat

CONTRACTOR

Andrew Connelly
(Signature)

Andrew Connelly
Printed Name

Vice President - Director
Title of Project Development

PROPOSAL CHECKLIST FORM

All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- | | |
|--|---|
| 1. Letter of Transmittal | Yes ☒ No ☐ |
| 2. Certifications | Yes ☒ No ☐ |
| 3. Safety Standards Certification | Yes ☒ No ☐ |
| 4. References Form | Yes ☒ No ☐ |
| 5. Schedule of Subcontractors Participation | Yes ☒ No ☐ |
| 6. Sworn Statement Pursuant | Yes ☒ No ☐ |
| 7. Drug-Free Workplace Certificate | Yes ☒ No ☐ |
| 8. Public Entity Crimes | Yes ☒ No ☐ |
| 9. Suspended Vendor List | Yes ☒ No ☐ |
| 10. Scrutinized List of Prohibited Companies | Yes ☒ No ☐ |
| 11. Additional Data is submitted (Optional) | Yes ☐ No ☒ |
| 12. Proof that Firm name is registered with State of Florida | Yes ☒ No ☐ |
| 13. Acknowledgment of addendum & submission with ITB | Yes ☒ No ☐ |
| 14. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. | Yes ☒ No ☐ |
| 15. Submit 10% bond guarantee, if total exceeds \$50,000 | Yes ☐ No ☒ |
| 16. Submit any data in reference to Contract Performance | Yes ☐ No ☒ |
| 17. Evidence of Insurance | Yes ☒ No ☐ |

COMPANY NAME: Underwater Engineering Services, Inc.

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

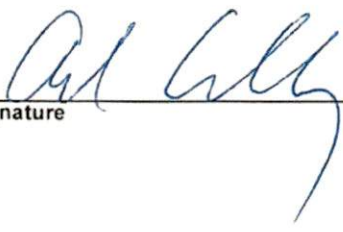
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Andrew Connelly
(Individual's Name)

Of
Underwater Engineering Services, Inc.
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/20/2023
Date


Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Underwater Engineering Services, Inc.

Company Name

Signature

Andrew Connelly, V.P. Director of Project Development

Name and title (Print or Type)

12/20/2023

Date



REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name: Okeechobee Parks & Recreation Department		
Address 1718 NW 9th Ave		
City Okeechobee	State Florida	Zip Code 34972
Contact Name: Tiffany Gould	Title: Project Coordinator	
Phone No: 863-763-6950	Fax:	Email: tgould@co.okeechobee.fl.us
Date of Service or Contract Period: 05/2022		Location Okeechobee, Florida
Summary of Services Performed R & R Floating Docks Governmental or Private		

#2 REFERENCES

Company/Entity Name: Martin County		
Address 2401 S.E Monterey Road		
City Stuart	State Florida	Zip Code 34996
Contact Name: Jessica Garland	Title: Project Manager	
Phone No: (772-288-5795	Fax:	Email: jgarland@martin.fl.us
Date of Service or Contract Period: 5/2023		Location
Summary of Services Performed R & R Floating Docks Governmental or Private		

#3 REFERENCES

Company/Entity Name: City of Stuart		
Address 121 Flagler Ave		
City Stuart	State Florida	Zip Code 34994
Contact Name: Milton Leggett	Title: Public Works Director	
Phone No: 772-288-5341	Fax:	Email: mleggett@ci.stuart.fl.us
Date of Service or Contract Period: 5/2022		Location Stuart, Florida
Summary of Services Performed R & R Floating Docks Governmental or Private		

Company Name Underwater Engineering Services, Inc.



City of
Stuart

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 12/20/2023

FOR: Underwater Engineering Services, Inc.

(Witness)

BY:

(Firm Name)

(Signature)

Andrew Connelly, V.P. Director of Project Development

(Title)

R. J. Jackson
(Corporate Attest by Secretary)

(Affix Seal)



Sworn to and subscribed before me this 20th day of December, 2023.

known to me, or identified as Andrew Connelly

in the City of Fort Pierce, County of St. Lucie, State of Florida.

Signed: Lisa Westcoat Notary Public

My Commission Expires: June 18, 2024 (Affix Seal)



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>NONE</u>
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %

Company Name Underwater Engineering Services, Inc.



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Andrew Connelly, V.P. Director of Project Development

(print individual's name and title)

for: Underwater Engineering Services, Inc.

(print name of entity submitting sworn statement)

whose business address is: 3116 Enterprise Rd. Ft. Pierce, Fl. 34982

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2405375

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: ____ - ____ - ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



City of Stuart

term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature Andrew Connelly - Andrew Connelly

Sworn to and subscribed before me this 20th day of December, 2023.

Personally known X OR Produced Identification _____

Lisa Westcoat
Type of Identification _____

Notary Public – State of Florida

My Commission Expires: June 18, 2024

SEAL OR STAMP



PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GENERAL CONDITIONS, MOBILIZATION/ DEMobilIZATION	1	LS	\$6,205.00	\$6,205.00
2	FURNISH AND INSTALL NEW GATOR DOCK MARINE/CMI FLOATING FINGER PIER	2	EA	\$21,446.00	\$42,892.00
Total					\$49,097.00



INVITATION TO BID

2024-103

CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: November 27, 2023

DEADLINE FOR QUESTIONS: December 10, 2023

RESPONSE DEADLINE: December 20, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID
City of Stuart Downtown Floating Dock Replacement Project

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Attachments:

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1. Advertisement

CITY OF STUART

2024-103

City of Stuart Downtown Floating Dock Replacement Project

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. City of Stuart Downtown Floating Dock Replacement Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd, Suite 204 Stuart, Florida, 34994, until Wednesday, December 20, 2023 at 2:30 pm.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2024-103, City of Stuart Downtown Floating Dock Replacement Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd.

Suite 204

Stuart, Florida 34994

Mark outside of envelope: 2024-103, City of Stuart Downtown Floating Dock Replacement Project

Published: Monday, November 27, 2023

2. Introduction

2.1. Summary

The project is located at the City of Stuart's public use floating courtesy dock located at 121 SW Flagler Ave. in the City of Stuart, Florida. The site is approximately 1,200 feet downstream of the Roosevelt Bridge. The work covered within the contract consists of providing and the installation of two (2) new Gator Dock Marine/CMI floating dock finger piers to the existing floating dock system.

2.2. Background

The City of Stuart's existing floating courtesy dock provides downtown docking facilities to the boating public. The proposed floating dock finger piers will lead visitors directly onto the Riverwalk and into the unique pedestrian-friendly historic district, which includes a variety of free public resources such as parks and museums.

2.3. Contact Information

Alaina Knofla

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

Department:
Public Works

2.4. Timeline

Release Project Date	November 27, 2023
Question Submission Deadline	December 10, 2023, 4:00pm

Proposal Submission Deadline	December 20, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 221 720 461 641 Passcode: PoCVh3 Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,89711203# United States, Chicago Phone Conference ID: 897 112 03# Find a local number Reset PIN Learn More Meeting options
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3. Instructions to Bidders

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd, Suite 204 Stuart, Florida 34994, not later than 2:30 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Alaina Knofla

Procurement Coordinator

aknofla@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Teams you may join by logging into:

3.4. Withdrawal of Bids

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. Protest

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with section 20 of the Procurement Manual, which can be found on the City of Stuart webpage.

3.6. Questions and Answers

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

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

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

3.7. Addenda

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

3.8. Delivery

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Wednesday, December 20, 2023 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. General Information

4.1. Delays

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

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy, please submit at the following address:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2024-103 **"City of Stuart Downtown Floating Dock Replacement Project"** The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm ON Wednesday, December 20, 2023

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City

with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

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

4.4. Equal Opportunity

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

4.5. Insurance

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

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

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

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

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

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

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

- A. Each occurrence \$5,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

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

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

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

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

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

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

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

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

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

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

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

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

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

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

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

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

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

4.10. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

4.11. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.12. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.13. Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

4.14. Non Exclusive Contract

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

4.15. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.16. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.17. Background Information

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

4.18. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the

services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.19. Additional Information

It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific bid quantity is not listed in the construction and bid documents, it is the contractor's responsibility to include such items in like or in associated bid items. All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, and equipment.

4.20. Extra Work

The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - 3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

5. Scope of Work

5.1. PURPOSE

Enter Texts

5.2. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

5.3. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within sixty (60) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The City of Stuart Downtown Floating Dock repairs project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. EQUIPMENT

All equipment to be utilized by the successful bidder to perform, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees to remove and replace any equipment judged by the City to be poorly operating excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

5.6. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

5.7. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

5.8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 7:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

5.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

5.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks,

curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.11. TIME OF STARTING WORK

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.12. BOND GUARANTEE

A proposal guarantee must be submitted with the proposal, if the total amount proposed exceeds \$50,000. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

5.13. PAYMENT & PERFORMANCE BONDS

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work

5.14. ACCESSIBILITY STANDARDS

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

5.15. SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5.16. CONTRACTOR'S UNDERSTANDING

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

5.17. SUBCONTRACTOR

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

5.18. DESCRIPTION OF WORK

The work covered within the contract consists of providing and the installation of two (2) new Gator Dock Marine/CMI floating dock finger piers to the existing floating dock. The floating finger piers are to match the existing. The project is located at the City of Stuart's public use floating courtesy dock located at 121 SW Flagler Ave. in the City of Stuart, Florida. Each floating dock finger pier shall be twenty-five feet (25') in length and four and one half feet (4.5') in width. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

5.19. SUBMITTALS (Shop Drawings, Product Data, Schedule of Values, Samples and Certifications)

Shop Drawings:

- Fasteners & Hardware

- Decking
- Cleats
- Lumber
- Gator Dock Marine/CMI floating dock
- External heavy duty fourteen inch (14") commercial grade pile guide with rollers

5.20. PRODUCTS

- All steel products shall be 316 stainless steel.
- All lumber shall be Grade No. 1, Pressure Treated Southern Yellow Pine.
- Aluminum shall be grade 6061 T6.
- Decking shall be manufacturer approved Endeck Composite, gray in color (match existing).
- Cleats shall be manufacturer approved twelve-inch (12").

5.21. GENERAL CONDITIONS

- No field changes or deviations from the design are to be made without prior approval of the City.
- The contractor shall provide a qualified superintendent to be present on the job site at all times while work is being performed.
- The contractor shall construct the facilities in a manner so as to minimize any adverse impacts to fish and wildlife. The contractor shall employ countermeasures as necessary during construction to protect water quality on and off-site.
- The contractor shall immediately correct any erosion, shoaling or water quality problems that are caused as a result of construction activities.
- All disturbed areas shall be restored to existing or better conditions. This includes any upland areas, which may be damaged from unloading, staging, or storing material.
- Where aluminum is to be used all fasteners in contact shall be aluminum also, or a proper barrier shall be provided to prevent galvanic corrosion between dissimilar metals.
- All wood members exposed to weather or in contact with masonry, concrete, or soil shall be pressure treated.
- All lumber in contact with the concrete or masonry shall be protected or pressure treated in accordance with AITC-109.

- All hardware (bolts, washers, nuts, angles, wood screws, etc.) shall be 316 stainless steel unless otherwise noted.
- All bolts shall be fastened with nuts and washers. No lag bolts shall be permitted unless otherwise noted.
- The contractor shall submit material and hardware shop specifications to the City for review and approval.
- Connections between docks shall be flexible.
- Connections shall not protrude above the level of the deck and shall provide a relatively smooth top surface.

5.22. MEASUREMENT OF PAYMENTS

Lump Sum Items

- The lump sum price shall be full compensation for all labor, materials, and equipment to satisfactorily complete the installation of the items as shown on the plans, described in the scope of work, and indicated in the details for lump sum items.

Unit Price Items

- The Engineer or his representative shall determine the number of units of each work item installed.
- The unit price shall be full compensation for all labor, materials, and equipment to satisfactorily complete the installation of the items as shown on the plans, described in the contract, and indicated in the details below. The omission of reference to any item in this description shall not alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Agreement. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the bid form for the various appurtenant items of work.

5.23. BID ITEM DESCRIPTIONS

1. General Conditions/ Mobilization/ Demobilization:

The Contractor's Lump Sum Amount for this item shall constitute full compensation for mobilization, demobilization, general conditions, insurances, monthly photos, shop drawings, permits, temporary facilities, and bonding in accordance with the contract documents. The first payment shall not include mobilization/ demobilization if the CONTRACTOR has not started work at the project site. Payment for this line item shall be no more than 50% of the total cost of the line item after mobilization; the final 50% shall be paid after demobilization. Payment for this item shall be by Lump Sum (LS).

2. Furnish and Install new Gator Dock Marine/CMI floating dock system:

The Contractor's Unit Price for this item shall constitute full compensation for furnishing and installation of Gator Dock Marine/CMI floating dock and all necessary accessories and hardware, and labor, materials, equipment, and incidentals necessary to install and secure the Gator Dock Marine/CMI 4.5' x 25' floating dock, 6061 T6 marine grade aluminum and 316 stainless steel floating dock frame with, Endeck Composite decking (Gray in color) with 316 stainless steel screws, Endeck Composite fascia with Edge pro 5001 P-Fenders all around, four (4) 12" cleats, one (1) external 14" heavy duty commercial grade pile guide with rollers. Floating dock system is to attach to existing steel piles and have 19" of freeboard. Payment for this item shall be per each (EA) floating dock installed.

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	GENERAL CONDITIONS, MOBILIZATION/ DEMOBILIZATION	1	LS		
2	FURNISH AND INSTALL NEW GATOR DOCK MARINE/CMI FLOATING FINGER PIER	2	EA		
TOTAL					

7. Vendor Questionnaire

7.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Certification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.3. [Safety Standards Certification*](#)

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

- [Safety Standards Certificat...](#)

*Response required

7.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

7.5. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

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

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

- [Sworn Statement Pursuant to...](#)

*Response required

7.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

7.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

7.10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

7.11. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System

to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-628-5705 E-MAIL ADDRESS: AGRAZIOSI@CRPGRP.COM FAX (A/C, No): 516-470-0338														
INSURED Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER B: Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER C: Endurance Assurance Corporation</td><td>11551</td></tr><tr><td>INSURER D: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E: American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER F: North Pointe Insurance Company</td><td>27740</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Company	16691	INSURER B: Markel Insurance Company	38970	INSURER C: Endurance Assurance Corporation	11551	INSURER D: XL Specialty Insurance Company	37885	INSURER E: American Interstate Insurance Company	31895	INSURER F: North Pointe Insurance Company	27740
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INSURER E: American Interstate Insurance Company	31895														
INSURER F: North Pointe Insurance Company	27740														

COVERAGES**CERTIFICATE NUMBER: 785037049****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	OMH8915785 13	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
F	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ \$1,000 COMP ☒ \$1,000 COLL	Y	Y	161001112	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 25,000			9CE3245-1 OMX10004639809	2/28/2023 2/28/2023	2/28/2024 2/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3161592023	2/28/2023	2/28/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			UM00083574MA23A	2/28/2023	2/28/2024	Leased & Rented Equip \$500,000

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

(F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH349162912 02/28/23-2/28/24 \$5,000,000 LIMIT
(G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH891591212 02/28/23-2/28/24 \$1,000,000 LIMIT
US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER AVWCFL3161592023
(H) PROFESSIONAL LIABILITY - UNDERWRITERS AT LLOYDS POLICY# B0621PUNDE00423 02/28/23-02/28/24 LIMIT \$1,000,000
RE: ITB No. 2024-103 City of Stuart Downtown Floating Dock Replacement Project; Project # COM-2400001.00

Additional Insured Status Encompasses General Liability and Automobile Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. City of Stuart, its offices, board members, employees, and agents are included as additional insured as required by written contract. 30 day notice of Cancellation provisions apply to certificate holder.

CERTIFICATE HOLDER**CANCELLATION 30 day notice applies**

City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

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

AUTHORIZED REPRESENTATIVE

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**MARINE COMMERCIAL LIABILITY
BLANKET ADDITIONAL INSURED ENDORSEMENT**

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

1. Otherwise covered by this policy; and
2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

**MARINE COMMERCIAL LIABILITY
BLANKET WAIVER OF SUBROGATION ENDORSEMENT**

We agree to waive any rights of subrogation to which we may be entitled, if prior to an "occurrence," the Named Insured has agreed to such waiver in writing, but only to the extent required by written contract or written agreement.

All other terms and conditions of this policy remain unchanged.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 08-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,097.00 TO UNDERWATER ENGINEERING SERVICES, INC., OF FORT PIERCE, FLORIDA; AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified general contractors to submit bids for construction of the City of Stuart Downtown Floating Dock Replacement Project, and seeks to award a bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2024-103: City of Stuart Downtown Floating Dock Replacement Project to Underwater Engineering Services, Inc., with authorization to execute final contract subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Approve Award of ITB #2024-103: City of Stuart Downtown Floating Dock Replacement Project

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 22nd day of January 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 1/22/2024

Prepared by: Joe Tumminelli

Title of Item:

MARTIN COUNTY SHERIFF'S OFFICE AND THE STUART POLICE DEPARTMENT MUTUAL AID AGREEMENT (RC):

RESOLUTION No. 09-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE STUART POLICE DEPARTMENT AND THE MARTIN COUNTY SHERIFF'S OFFICE TO ENTER INTO A MUTUAL AID AGREEMENT, FOR HOMICIDES, SEX OFFENSES, ROBBERIES, ASSAULTS, BURGLARIES, LARCENIES, GAMBLING, MOTOR VEHICLE THEFTS, DRUG VIOLATIONS PURSUANT TO CHAPTER 893, FLORIDA STATUTES, SUPPORT OF BACK UP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS AND RELATED INVESTIGATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Memorandum of Understanding sets for the process and procedures that will be followed by the agencies when they are providing operational assistance on matters where either has requested assistance. The agreement delineates the command and supervisory responsibility, indemnification as well as powers, privileges, Immunities and costs.

Funding Source:

N/A

Recommended Action:

Approval of Resolution

ATTACHMENTS:

1. R09-2024 MOU Martin County Law Enforcement Mutual Aid for Investigations
2. R09-2024 MOU - Stuart PD MCSO for Investigations



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 09-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE STUART POLICE DEPARTMENT AND THE MARTIN COUNTY SHERIFFS OFFICE TO ENTER INTO A MUTUAL AID AGREEMENT, FOR HOMICIDES, SEX OFFENSES, ROBBERIES, ASSAULTS, BURGLARIES, LARCENIES, GAMBLING, MOTOR VEHICLE THEFTS, DRUG VIOLATIONS PURSUANT TO CHAPTER 893, FLORIDA STATUTES, SUPPORT OF BACK UP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS AND RELATED INVESTIGATIONS; 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 authorizes the execution of the of the Martin County Law Enforcement Operational Assistance and Voluntary Cooperation Mutual Aid Agreement between the Sheriff of Martin County and Stuart Police Department for Investigations, Homicides, Sex Offenses, Robberies, Assaults, Burglaries, Larcenies, Gambling, Motor Vehicle Thefts, Drug Violations Pursuant to Chapter 893, Florida Statutes, Support of Back Up Services During Patrol Activities, and Inter-Agency Task Forces and/or Joint Investigations and related investigations until January 1, 2029.

Resolution No. 09-2024
Police Mutual Aid Agreement Between MCSO and Stuart Police for Complex
Investigations

SECTION 2: The City Commission authorizes the Mayor, City Clerk, Chief of Police, and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner_____offered the foregoing resolution and moved its adoption.

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

BECKY BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 22nd day of January 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

BECKY BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Resolution No. 09-2024

Police Mutual Aid Agreement Between MCSO and Stuart Police for Complex
Investigations

**MARTIN COUNTY LAW ENFORCEMENT OPERATIONAL ASSISTANCE AND VOLUNTARY
COOPERATION WITH STUART POLICE DEPARTMENT**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately response to:

- (1) Intensive situations, including but not limited to emergencies as defined under Sections 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, to protect the public peace and safety and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et seq., The Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement (Agreement) for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

NOW, THEREFORE, the Agencies agree as follows:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the subscribed Law Enforcement Agencies hereby approves and enters into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the others to include, but not necessarily be limited to dealing with: civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilizations of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to:

Investigations, Homicides, Sex Offenses, Robberies, Assaults, Burglaries, Larcenies, Gambling, Motor Vehicle Thefts, Drug Violations Pursuant to Chapter 893, Florida Statutes, Support of Back Up Services During Patrol Activities, and Inter-Agency Task Forces and/or Joint Investigations.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

- A. In the event that a subscribed Law Enforcement Agency needs assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Sheriff or his authorized designee, for the Sheriff's Office, and the Chief of Police or

his authorized designee as the Law Enforcement Agency, whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

- B. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the situation dictates.
- C. Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of that law enforcement officer, representing his/her respective agency, he/she shall be empowered to render law enforcement assistance and act in accordance with law. Should enforcement action be taken, that law enforcement officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.
- D. The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

SECTION V: INDEMNIFICATION/LIABILITY

To the extent it is responsible, each subscribed Law Enforcement Agency engaging in any cooperation and assistance, pursuant to this agreement, agrees with respect to any third party suit or claim for damages resulting from any and all negligent acts, omissions, or conduct of such agency's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating agencies and its appointees or employees, and to assume full responsibility for same, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such agency shall have control of the defense of any suit or: claim to which said duty to indemnify and assumption of responsibility applies.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each subscribed Law Enforcement Agency when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127 (1) Florida Statutes, have the same powers, duties, rights, privileges and immunities

as if those employees were performing duties inside the employee's political subdivision in which normally employed.

- B. Each subscribed Law Enforcement Agency agrees to furnish necessary personnel, resources, and facilities and to render services to each other subscribed Law Enforcement Agency; provided however, that no agency shall be required or obligated to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision or agency that furnishes equipment pursuant to this Agreement agrees to bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance for that equipment.
- D. Subject to the reimbursement provisions of Section VIII (B), the agency furnishing aid or personnel pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall pay any amounts due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra-territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: SATISFACTORY PROOF OF INSURANCE

Each subscribed Law Enforcement Agency shall maintain liability insurance in an amount which is, in the judgment of the governing body of that agency, at least adequate to cover the risk to which that agency may be exposed in the fulfillment of its obligations under this Agreement. However, should any part of the insurance coverage provided as proof of insurance be canceled or undergo material change, that agency shall notify all subscribed Law Enforcement Agencies of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII: REIMBURSEMENT FOR COSTS AND EXPENSES

- A. The subscribed Law Enforcement Agencies acknowledge and agree that with respect to any aid or services provided pursuant to SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION, there shall be no reimbursement for costs or expenses incurred by the assisting agency. However, this provision shall not be interpreted to prevent the requesting

agency from agreeing in advance to pay for the costs or expenses of the operation even if the assisting agency or its employees benefit from.

- B. The subscribed Law Enforcement Agencies acknowledge and agree that with respect to any aid or services provided pursuant to SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE, the assisting agency shall be entitled to reimbursement for investigative expenses including, but not limited to, car rentals, hotel rentals or other incidental expenses reasonably incurred by the assisting agency in providing operational assistance. Reimbursement under this section does not include compensation for the assisting agency's employees or overtime pay. To be entitled to reimbursement for investigative expenses relating to Operational Assistance, the assisting agency shall first obtain the prior written authorization from the requesting agency which shall ultimately bear the investigative expenses.

SECTION IX: FORFEITURES OR OTHER RECOVERIES

In response situations where forfeiture of seized property is likely, the subscribed Law Enforcement Agencies shall endeavor to agree in advance to an equitable sharing of all proceeds. If an advance agreement cannot be made, the proceeds shall be equitably distributed in a manner reflective of the time, manpower and resources contributed by each agency. Proceeds shall be defined as the amount of money or property existing after the forfeiting agency's costs and legal expenses have been paid.

SECTION X: LOST OR ABANDONED PROPERTY

Should any lost property, abandoned property, or unclaimed evidence, as those terms are defined by law, be found, located or seized by any subscribed Law Enforcement Agency during the performance of this Agreement, the subscribed Law Enforcement Agencies further agree to dispose of said property through public sale or auctions, the net proceeds of which shall be equally distributed among those agencies whose participation was initiated through this Agreement. Individual exceptions to this disposal procedure may occur with mutual written consent of both parties.

SECTION XI: EFFECTIVE DATE

Upon execution and approval by the hereinafter named officials, this Agreement shall take effect upon execution by the subscribing parties and shall continue in full force and effect until January 1, 2029. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XII: CANCELLATION

Any subscribed Law Enforcement Agency may cancel their participation in this agreement upon delivery of written notices to the other subscribed agencies. Cancellation will be at the direction of any subscribed Law Enforcement Agency.

END OF TEXT

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

Signed, sealed, and delivered in the presence of:

OFFICE OF THE SHERIFF OF MARTIN COUNTY

Cynthia R. Brown 01/04/24
Witness as to Sheriff (Date)

Bernard Roman
Sheriff's Attorney Review (Date)

BY: [Signature] 01/04/24
William Snyder, Sheriff (Date)

STUART POLICE DEPARTMENT

Witness as to Chief of Police (Date)

City Attorney Review (Date)

BY: _____
Joseph Tumminelli, Chief of Police (Date)

BY: _____
Troy McDonald, Mayor (Date)

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 1/22/2024

Prepared by: Michael Mortell

Title of Item:

AUTHORIZATION TO EXECUTE AN ACCESS AGREEMENT WITH ASHLEY CAPITAL FOR THE OLD CITY LANDFILL (RC):

RESOLUTION No. 13-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO EXECUTE THE BROWNFIELDS SITE ACCESS AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission has previously authorized Ashley Capital permission to enter the landfill and perform testing necessary to determine if a brownfield remediation is feasible. Since that time, Ashley Capital has received a grant from the Treasure Coast Regional Planning Council. Ashley Capital has presented the City with a "Brownfields Site Access Agreement" prepared by the Treasure Coast Regional Planning Council. The original Resolution authorized the City to execute documents authorizing Ashley Capital to enter the property but this document is between the City and TCRPC and therefore requires authorization from the City Commission. It is being executed in furtherance of the agreement with Ashley Capital.

Funding Source:

N/A

Recommended Action:

APPROVAL

ATTACHMENTS:

1. R13-2024 Ashley Capital(2)
2. TCRPC access agreement



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 13-2024

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE CITY
TO EXECUTE THE BROWNFIELDS SITE ACCESS
AGREEMENT WITH THE TREASURE COAST
REGIONAL PLANNING COUNCIL; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, beginning in 1950, the Old City Landfill site was owned and utilized by Martin County as an open disposal area and was then acquired by the City of Stuart in 1962, where waste disposal at the site continued until the mid-1970's when the City placed limitations on the type of wastes that could be placed on the property.

WHEREAS, the City Commission authorized the City to enter an agreement with Ashley Capital authorizing it to perform due diligence necessary to evaluate a Brownfield Remediation Assessment.

WHEREAS, Ashley Capital has presented a Brownfields Site Access Agreement for signature by the Mayor which will authorize the Treasure Coast Regional Planning Council to have access to the property to perform the necessary testing to evaluate the extent of the remediation necessary.

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

SECTION 1: The City Commission authorizes the Mayor to execute the Brownfields Site Access Agreement attached as exhibit “A”.

SECTION 2: The City Manager shall notify the Treasure Coast Regional Planning Council that the agreement has terminated in the event that the agreement with Ashley Capital terminates.

SECTION 3: The City shall continue to cooperate with Ashley Capital pertaining to the site assessment..

SECTION 4: 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:

REBECCA BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA E. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT, ESQ.
CITY ATTORNEY

BROWNFIELDS SITE ACCESS AGREEMENT

Execution of this form is a requirement for assistance through the Brownfields Site Assessment, Cleanup and Remediation program. In consideration of the mutual covenants, promises and representations herein, the undersigned agree as follows:

- 1) _____ ("Owner"), hereby give permission to the Treasure Coast Regional Planning Council ("TCRPC") and its employees, agents, representatives and its contractors (and their subcontractors) to enter the Owner's property ("the property") located at _____ . The Owner represents and warrants that the Owner owns 100% of the fee simple title to the property. It is agreed that one of TCRPC's contractors is an engineering firm.
- 2) This permission is contemplated to be used for the TCRPC's Brownfields site assessment, cleanup and/or remediation and to include the following activities, which may be performed by the TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) to evaluate, cleanup and/or remediate environmental conditions that may be present at the property and including, but not limited to, the following:
 - a. To access all areas of the property including areas where environmental contamination may exist;
 - b. To conduct interviews, photographs, site sketches and air monitoring;
 - c. To collect, remove, modify any waste, contaminants, soil, surface water, sediment, groundwater and any other materials or substances for the purpose of sampling, cleanup and/or remediation of the property, as deemed necessary, including, but not limited to, the installation of groundwater monitoring wells;
 - d. To use on the property such equipment, including but not limited to vehicles, backhoes and drill rigs, as is deemed necessary to perform any of the above activities; and
 - e. To take such other actions as to the property as are in furtherance of the Interlocal Subgrant Agreement between Owner and TCRPC.
- 3) The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.
- 4) TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) may enter the property during normal business hours and may also make special arrangements to enter the property at other times after Owner has given written consent to do so.
- 5) This permission shall remain effective and shall continue until such time as the Owner delivers to TCRPC written notice of revocation, which revocation shall become effective 10 days after delivery to TCRPC. Notwithstanding the foregoing, this Agreement shall in any event terminate 2 years from the date it has been executed by TCRPC.
- 6) This instrument shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. If any term or provision of this instrument shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This instrument contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements. This instrument may be modified only by an instrument in writing signed by the party to be charged with the modification. Nothing contained in this instrument shall be deemed to make the parties partners or engaged in a joint venture with one another. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile or emailed copy of this Agreement shall be considered for all purposes an original.

Witness

Owner

Date

Print Name

Print Name

NOTARIZATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20____
by _____ who is personally known to me or who has
produced _____, as identification. (Note
Notary: if personally known to you please circle the words "personally known to me" and if not, then print on the line the
type of identification relied upon such "Florida Driver's License").

NOTARY PUBLIC STATE OF _____

Printed Name:

Commission Number:

Commission Expiration Date:

Accepted by the Treasure Coast Regional Planning Council:

Witness

Executive Director

Date

Print Name

Print Name

NOTARIZATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20____
by _____ who is personally known to me or who has
produced _____, as identification. (Note
Notary: if personally known to you please circle the words "personally known to me" and if not, then print on the line the
type of identification relied upon such "Florida Driver's License").

NOTARY PUBLIC STATE OF _____

Printed Name:

Commission Number:

Commission Expiration Date:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 1/22/2024

Prepared by: Ben Hogarth

Title of Item:

SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND THE LIVE LOCAL ACT (RC):

RESOLUTION No. 12-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND IMPROVING UPON THE "LIVE LOCAL ACT," PREVIOUSLY ADOPTED DURING THE 2023 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the request of Commissioner McDonald, staff drafted a resolution in support of Senate Bill 328, which was filed and amended in committee during the 2024 Legislative Session. The bill improves state law which was revised in 2023 through Senate Bill 102 also known as the "Live Local Act." Provisions in SB 328 address concerns of local governments relating to building density and height restrictions of affordable multifamily and mixed-use developments under certain conditions. The bill also adds exemptions that conform with federal law regarding airport impacted areas, which directly affect the City and Martin County.

Funding Source:

N/A

Recommended Action:

Motion approval of Resolution No. R12-2024

ATTACHMENTS:

1. R12-2024 Relating to SB 328 on Affordable Housing and the Live Local Act
2. R12-2024 Senate Bill 328 Relating to Affordable Housing



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 12-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND IMPROVING UPON THE “LIVE LOCAL ACT,” PREVIOUSLY ADOPTED DURING THE 2023 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the “Live Local Act” which was adopted during the 2023 Florida Legislative Session, currently preempts local governments from regulating the density, building height, future land use and zoning of developments within its boundaries under certain conditions when such prospective developments include an affordable housing element; and

WHEREAS, Senate Bill 328 filed during the 2024 Legislative Session has undergone a series of committee amendments to improve upon the “Live Local Act” (SB 102) from the 2023 Legislative Session by deleting provisions relating to developments within industrial zoned areas and revising restrictions on density and height limitations of such developments; and

WHEREAS, SB 328 further improves the “Live Local Act” by adding exemptions to airport impacted areas from the act’s provisions, which resolves concerns with communities like Stuart and Martin County, conforming to federal laws pertaining to airport master plans; and

WHEREAS, the City Commission of the City of Stuart supports Senate Bill 328 for the purpose of improving the “Live Local Act” (2023) in a manner that resolves concerns identified following its passage during the 2023 Legislative Session and respectfully requests the Martin County legislative delegation support the adoption of SB 328 as so amended.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The City of Stuart City Commission urges the Florida Legislature to adopt Senate Bill 328 during the 2024 Legislative Session (as amended) in order to reconcile concerns and improve upon laws enacted in 2023 through the “Live Local Act” (SB 102).

SECTION 3: The City Commission hereby approve and adopt this resolution stating its position on Senate Bill 328 relating to affordable housing and the “Live Local Act,” and directs the City Clerk to provide an executed copy to the Martin County legislative delegation for their reference and use during the 2024 Legislative Session.

SECTION 4: This Resolution shall become effective 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

Resolution No. 12-2024

Supporting Senate Bill 328 Relating to Affordable Housing and the Live Local Act

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

By the Committee on Community Affairs; and Senator Calatayud

578-01993-24

2024328c1

A bill to be entitled
An act relating to affordable housing; amending ss.
125.01055 and 166.04151, F.S.; deleting a provision
related to the authorization of multifamily and mixed-
use residential development uses in any area zoned for
industrial use; prohibiting counties and
municipalities, respectively, from restricting the
floor area ratio of certain proposed developments
under certain circumstances; providing that the
density or floor area ratio of certain developments,
bonuses, variances, or other special exceptions are
not included in the calculation of the currently
allowed density or floor area ratio by counties and
municipalities, respectively; revising prohibitions
relating to counties' and municipalities' restrictions
of the height of certain proposed developments,
respectively; authorizing counties and municipalities,
respectively, to restrict the height of proposed
developments under certain circumstances; providing
that certain factors may not be taken into account in
the calculation of the currently allowed height;
prohibiting the administrative approval by counties
and municipalities, respectively, of a proposed
development within a specified proximity to a military
installation; requiring counties and municipalities,
respectively, to maintain a certain policy on their
websites; requiring counties and municipalities,
respectively, to consider reducing parking
requirements under certain circumstances; requiring

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counties and municipalities, respectively, to reduce or eliminate parking requirements for certain proposed mixed-use developments that meet certain requirements; defining the term "major transportation hub"; providing certain requirements for developments located within a transit-oriented development or area; making technical changes; providing requirements for developments authorized as a transit-oriented development or area; revising applicability; authorizing specified developments to be treated as a conforming use; amending s. 196.1978, F.S.; revising the definition of the term "newly constructed"; defining the term "substantial rehabilitation"; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to make certain exemptions from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; revising requirements for property owners seeking a certification notice from the Florida Housing Finance Corporation; providing that a certain determination by the corporation does not constitute

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an exemption; specifying requirements for a market value analysis; conforming provisions to changes made by the act; providing for retroactive application; amending s. 333.03, F.S.; excluding certain proposed developments from specified airport zoning provisions; amending s. 420.507, F.S.; revising the enumerated powers of the Florida Housing Finance Corporation; amending s. 420.5096, F.S.; making technical changes; amending s. 420.518, F.S.; specifying conditions under which the Florida Housing Finance Corporation may preclude applicants from corporation programs; providing an appropriation; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 125.01055, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

125.01055 Affordable housing.—

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, ~~industrial~~, or mixed use if at least 40 percent of the residential units in a proposed multifamily ~~rental~~ development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use

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88 approval, variance, or comprehensive plan amendment for the
89 building height, zoning, and densities authorized under this
90 subsection. For mixed-use residential projects, at least 65
91 percent of the total square footage must be used for residential
92 purposes.

93 (b) A county may not restrict the density or floor area
94 ratio of a proposed development authorized under this subsection
95 below the highest currently allowed density or floor area ratio
96 on any unincorporated land in the county where residential
97 development is allowed under the county's land development
98 regulations. The currently allowed density or floor area ratio
99 does not include the density or floor area ratio of any
100 development that meets the requirements of this subsection or
101 any bonus, variance, or other special exception for density or
102 floor area ratio provided in the county's land development
103 regulations as an incentive for development.

104 (c) A county may not restrict the height of a proposed
105 development authorized under this subsection below the highest
106 currently allowed height for a commercial or residential
107 building development located in its jurisdiction within one-
108 quarter ~~±~~ mile of the proposed development or 3 stories,
109 whichever is higher. If the height of each building on property
110 adjacent to the proposed development is 3 stories or less, the
111 county may restrict the height of the proposed development to
112 135 percent of the tallest building on property adjacent to the
113 proposed development or 3 stories, whichever is higher. The
114 currently allowed height does not include the height of any
115 development that meets the requirements of this subsection or
116 any bonus, variance, or other special exception for height

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117 provided in the county's land development regulations as an
118 incentive for development.

119 (d) A proposed development authorized under this subsection
120 must be administratively approved and no further action by the
121 board of county commissioners is required if the development
122 satisfies the county's land development regulations for
123 multifamily developments in areas zoned for such use and is
124 otherwise consistent with the comprehensive plan, with the
125 exception of provisions establishing allowable densities,
126 height, and land use. Such land development regulations include,
127 but are not limited to, regulations relating to setbacks and
128 parking requirements. A proposed development located within one-
129 quarter mile of a military installation identified in s.
130 163.3175(2) may not be administratively approved. Each county
131 shall maintain on its website a policy containing procedures and
132 expectations for administrative approval pursuant to this
133 subsection.

134 (e)1. A county must consider reducing parking requirements
135 for a proposed development authorized under this subsection if
136 the development is located within one-quarter ~~one-half~~ mile of a
137 ~~major~~ transit stop, as defined in the county's land development
138 code, and the ~~major~~ transit stop is accessible from the
139 development.

140 2. A county must reduce parking requirements for a proposed
141 development authorized under this subsection if the development
142 is located within one-half mile of a major transportation hub
143 that is accessible from the development by safe, pedestrian-
144 friendly means, such as sidewalks, crosswalks, elevated
145 pedestrian or bike paths, or other multimodal design features.

578-01993-24

2024328c1

146 3. A county must eliminate parking requirements for a
147 proposed mixed-use residential development authorized under this
148 subsection within an area recognized by the county as a transit-
149 oriented development or area, as provided in paragraph (g).

150 4. For purposes of this paragraph, the term "major
151 transportation hub" means any transit station, whether bus,
152 train, or light rail, which is served by public transit with a
153 mix of other transportation options.

154 (f) For proposed multifamily developments in an
155 unincorporated area zoned for commercial ~~or industrial~~ use which
156 is within the boundaries of a multicounty independent special
157 district that was created to provide municipal services and is
158 not authorized to levy ad valorem taxes, and less than 20
159 percent of the land area within such district is designated for
160 commercial ~~or industrial~~ use, a county must authorize, as
161 provided in this subsection, such development only if the
162 development is mixed-use residential.

163 (g) A development authorized under this section which is
164 located within a transit-oriented development or area, as
165 recognized by the county, must be mixed-use residential and
166 otherwise comply with requirements of the county's regulations
167 applicable to the transit-oriented development or area except
168 for use, height, density, and floor area ratio as provided in
169 this section or as otherwise agreed to by the county and the
170 applicant for the development.

171 (h) Except as otherwise provided in this subsection, a
172 development authorized under this subsection must comply with
173 all applicable state and local laws and regulations.

174 (i) ~~(h)~~ This subsection does not apply to airport-impacted

578-01993-24

2024328c1

175 areas as provided in s. 333.03 ~~property defined as recreational~~
176 ~~and commercial working waterfront in s. 342.201(2) (b) in any~~
177 ~~area zoned as industrial.~~

178 (j)~~(i)~~ This subsection expires October 1, 2033.

179 (8) Any development authorized under paragraph (7) (a) must
180 be treated as a conforming use even after the expiration of
181 subsection (7) and the development's affordability period as
182 provided in paragraph (7) (a), notwithstanding the county's
183 comprehensive plan, future land use designation, or zoning. If
184 at any point during the development's affordability period the
185 development violates the affordability period requirement
186 provided in paragraph (7) (a), the development must be allowed a
187 reasonable time to cure such violation. If the violation is not
188 cured within a reasonable time, the development must be treated
189 as a nonconforming use.

190 Section 2. Subsection (7) of section 166.04151, Florida
191 Statutes, is amended, and subsection (8) is added to that
192 section, to read:

193 166.04151 Affordable housing.—

194 (7) (a) A municipality must authorize multifamily and mixed-
195 use residential as allowable uses in any area zoned for
196 commercial, ~~industrial~~, or mixed use if at least 40 percent of
197 the residential units in a proposed multifamily ~~rental~~
198 development are rental units that, for a period of at least 30
199 years, are affordable as defined in s. 420.0004. Notwithstanding
200 any other law, local ordinance, or regulation to the contrary, a
201 municipality may not require a proposed multifamily development
202 to obtain a zoning or land use change, special exception,
203 conditional use approval, variance, or comprehensive plan

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amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density or floor area ratio of a proposed development authorized under this subsection below the highest currently allowed density or floor area ratio on any land in the municipality where residential development is allowed under the municipality's land development regulations. The currently allowed density or floor area ratio does not include the density or floor area ratio of any development that meets the requirements of this subsection or any bonus, variance, or other special exception for density or floor area ratio provided in the municipality's land development regulations as an incentive for development.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential ~~building development~~ located in its jurisdiction within one-quarter ~~±~~ mile of the proposed development or 3 stories, whichever is higher. If the height of each building on property adjacent to the proposed development is 3 stories or less, the municipality may restrict the height to 135 percent of the tallest building on property adjacent to the proposed development or 3 stories, whichever is higher. The currently allowed height does not include the height of any development that meets the requirements of this subsection or any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for

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233 development.

234 (d) A proposed development authorized under this subsection
235 must be administratively approved and no further action by the
236 governing body of the municipality is required if the
237 development satisfies the municipality's land development
238 regulations for multifamily developments in areas zoned for such
239 use and is otherwise consistent with the comprehensive plan,
240 with the exception of provisions establishing allowable
241 densities, height, and land use. Such land development
242 regulations include, but are not limited to, regulations
243 relating to setbacks and parking requirements. A proposed
244 development located within one-quarter mile of a military
245 installation identified in s. 163.3175(2) may not be
246 administratively approved. Each municipality shall maintain on
247 its website a policy containing procedures and expectations for
248 administrative approval pursuant to this subsection.

249 (e) 1. A municipality must consider reducing parking
250 requirements for a proposed development authorized under this
251 subsection if the development is located within one-quarter ~~one-~~
252 ~~half~~ mile of a ~~major~~ transit stop, as defined in the
253 municipality's land development code, and the ~~major~~ transit stop
254 is accessible from the development.

255 2. A municipality must reduce parking requirements for a
256 proposed development authorized under this subsection if the
257 development is located within one-half mile of a major
258 transportation hub that is accessible from the development by
259 safe, pedestrian-friendly means, such as sidewalks, crosswalks,
260 elevated pedestrian or bike paths, or other multimodal design
261 features.

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262 3. A municipality must eliminate parking requirements for a
263 proposed mixed-use residential development authorized under this
264 subsection within an area recognized by the municipality as a
265 transit-oriented development or area, as provided in paragraph
266 (g).

267 4. For purposes of this paragraph, the term "major
268 transportation hub" means any transit station, whether bus,
269 train, or light rail, which is served by public transit with a
270 mix of other transportation options.

271 (f) A municipality that designates less than 20 percent of
272 the land area within its jurisdiction for commercial ~~or~~
273 ~~industrial~~ use must authorize a proposed multifamily development
274 as provided in this subsection in areas zoned for commercial ~~or~~
275 ~~industrial~~ use only if the proposed multifamily development is
276 mixed-use residential.

277 (g) A development authorized under this section which is
278 located within a transit-oriented development or area, as
279 recognized by the municipality, must be mixed-use residential
280 and otherwise comply with requirements of the municipality's
281 regulations applicable to the transit-oriented development or
282 area except for use, height, density, and floor area ratio as
283 provided in this section or as otherwise agreed to by the
284 municipality and the applicant for the development.

285 (h) Except as otherwise provided in this subsection, a
286 development authorized under this subsection must comply with
287 all applicable state and local laws and regulations.

288 (i) ~~(h)~~ This subsection does not apply to airport-impacted
289 areas as provided in s. 333.03 ~~property defined as recreational~~
290 ~~and commercial working waterfront in s. 342.201(2)(b) in any~~

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291 ~~area zoned as industrial.~~

292 ~~(j)~~~~(i)~~ This subsection expires October 1, 2033.

293 (8) Any development authorized under paragraph (7) (a) must
294 be treated as a conforming use even after the expiration of
295 subsection (7) and the development's affordability period as
296 provided in paragraph (7) (a), notwithstanding the municipality's
297 comprehensive plan, future land use designation, or zoning. If
298 at any point during the development's affordability period the
299 development violates the affordability period requirement
300 provided in paragraph (7) (a), the development must be allowed a
301 reasonable time to cure such violation. If the violation is not
302 cured within a reasonable time, the development must be treated
303 as a nonconforming use.

304 Section 3. Subsection (3) of section 196.1978, Florida
305 Statutes, is amended to read:

306 196.1978 Affordable housing property exemption.—

307 (3) (a) As used in this subsection, the term:

308 1. "Corporation" means the Florida Housing Finance
309 Corporation.

310 2. "Newly constructed" means an improvement or the
311 substantial rehabilitation of an existing improvement to real
312 property which was substantially completed within 5 years before
313 the date of an applicant's first submission of a request for a
314 certification notice ~~or an application for an exemption~~ pursuant
315 to this subsection ~~section, whichever is earlier.~~

316 3. "Substantially completed" has the same meaning as in s.
317 192.042(1).

318 4. "Substantial rehabilitation" means the repair or
319 restoration of a unit which increases the market value of such

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unit by at least 40 percent.

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions meet all of the following conditions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d). ~~+~~

2.a. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); or

b. Are within a newly constructed multifamily project in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, which contains more than 10 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d). ~~and~~

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (1) ~~(m)~~, whichever is less.

(c) If a unit that in the previous year received ~~qualified~~ ~~for~~ the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for

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the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; and, ~~must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

~~b.2.~~ From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, ~~is exempt from ad valorem property taxes.~~

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

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(e) To be eligible to receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice and which the property appraiser determines is entitled to an exemption.

(f) To receive a certification notice, a property owner must submit a request to the corporation ~~for certification~~ on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (1) ~~(m)~~.

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. If the units for which the property owner seeks an exemption have been substantially rehabilitated but have not been certified previously by the corporation pursuant to paragraph (g), a market value analysis meeting the requirements

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of paragraph (m) demonstrating that the units meet the
definition of substantial rehabilitation in subparagraph (a)4.
After receiving an initial certification notice for
substantially rehabilitated units, a property owner is not
required to submit a new market value analysis when requesting
certification notices for subsequent years.

5. A sworn statement, under penalty of perjury, from the
applicant restricting the property for a period of not less than
3 years to housing persons or families who meet the income
limitations under this subsection.

(g) The corporation shall review the request for a
certification notice and certify whether a property ~~that~~ meets
the ~~eligibility~~ criteria of paragraphs (b) and (c) ~~this~~
~~subsection~~. A determination by the corporation regarding a
request for a certification notice does not constitute a grant
of an exemption pursuant to this subsection or final agency
action pursuant to chapter 120.

1. If the corporation determines that the property meets
the ~~eligibility~~ criteria ~~for an exemption under this subsection,~~
the corporation must send a certification notice to the property
owner and the property appraiser.

2. If the corporation determines that the property does not
meet the ~~eligibility~~ criteria, the corporation must notify the
property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline
to submit a request for a certification notice. The deadline
must allow adequate time for a property owner to submit a timely
application for exemption to the property appraiser.

(i) ~~The property appraiser shall review the application and~~

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~~determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.~~

~~(j)~~ If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(j)~~(k)~~ Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(k)~~(l)~~ Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(l)~~(m)~~ A rental market study submitted as required by subparagraph (f)1. ~~paragraph (f)~~ must identify the fair market value rent of each unit for which a property owner seeks an

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exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(m) A market value analysis submitted as required by subparagraph (f)4. must identify the change in the market value of the unit attributable to the rehabilitation of the unit, expressed as a percentage of the market value before the rehabilitation, for each unit that has undergone rehabilitation. Only a certified general appraiser as defined in s. 475.611 may issue a market value analysis. The certified general appraiser must be independent of the property owner who requests the market value analysis. In preparing the market value analysis, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 4. The amendments made by this act to s. 196.1978, Florida Statutes, are intended to be remedial and clarifying in

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494 nature and apply retroactively to January 1, 2024.

495 Section 5. Present subsection (5) of section 333.03,
496 Florida Statutes, is redesignated as subsection (6), and a new
497 subsection (5) is added to that section, to read:

498 333.03 Requirement to adopt airport zoning regulations.—

499 (5) Sections 125.01055(7) and 166.04151(7) do not apply to
500 any of the following:

501 (a) A proposed development within 10,000 feet of the
502 nearest point of any existing airport runway or planned airport
503 runway identified in the local government's airport master plan.

504 (b) A proposed development within any airport noise zone
505 identified in the federal land use compatibility table.

506 (c) A proposed development that exceeds maximum height
507 restrictions identified in the political subdivision's airport
508 zoning regulation adopted pursuant to this section.

509 Section 6. Subsection (35) of section 420.507, Florida
510 Statutes, is amended to read:

511 420.507 Powers of the corporation.—The corporation shall
512 have all the powers necessary or convenient to carry out and
513 effectuate the purposes and provisions of this part, including
514 the following powers which are in addition to all other powers
515 granted by other provisions of this part:

516 (35) To preclude any applicant, sponsor, or affiliate of an
517 applicant or sponsor from further participation in any of the
518 corporation's programs as provided in s. 420.518, any applicant
519 ~~or affiliate of an applicant which has made a material~~
520 ~~misrepresentation or engaged in fraudulent actions in connection~~
521 ~~with any application for a corporation program.~~

522 Section 7. Subsection (3) of section 420.5096, Florida

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Statutes, is amended to read:

420.5096 Florida Hometown Hero Program.—

(3) For loans made available pursuant to s.

420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; must be a first-time homebuyer and a Florida resident; and must be employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty servicemember of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

Section 8. Section 420.518, Florida Statutes, is amended to read:

420.518 Preclusion from participation in corporation programs ~~Fraudulent or material misrepresentation.~~—

(1) An applicant, a sponsor, or an affiliate of an applicant or a sponsor may be precluded from participation in any corporation program if the applicant or affiliate of the applicant has:

(a) Made a material misrepresentation or engaged in fraudulent actions in connection with any corporation program.

(b) Been convicted or found guilty of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the

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financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds. The record of a conviction certified or authenticated in such form as to be admissible in evidence under the laws of the state shall be admissible as prima facie evidence of such guilt.

(c) Been excluded from any federal funding program related to the provision of housing, including debarment from participation in federal housing programs by the United States Department of Housing and Urban Development.

(d) Been excluded from any federal or Florida procurement programs.

(e) Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.

(f) Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the corporation in the construction, operation, or management of one or more developments funded through a corporation program.

(g) Materially or repeatedly violated any condition imposed by the corporation in connection with the administration of a corporation program, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with the corporation.

(2) Upon a determination by the board of directors of the corporation that an applicant or affiliate of the applicant be precluded from participation in any corporation program, the board may issue an order taking any or all of the following actions:

(a) Preclude such applicant or affiliate from applying for

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581 funding from any corporation program for a specified period. The
582 period may be a specified period of time or permanent in nature.
583 With regard to establishing the duration, the board shall
584 consider the facts and circumstances, inclusive of the
585 compliance history of the applicant or affiliate of the
586 applicant, the type of action under subsection (1), and the
587 degree of harm to the corporation's programs that has been or
588 may be done.

589 (b) Revoke any funding previously awarded by the
590 corporation for any development for which construction or
591 rehabilitation has not commenced.

592 (3) Before any order issued under this section can be
593 final, an administrative complaint must be served on the
594 applicant, affiliate of the applicant, or its registered agent
595 that provides notification of findings of the board, the
596 intended action, and the opportunity to request a proceeding
597 pursuant to ss. 120.569 and 120.57.

598 (4) Any funding, allocation of federal housing credits,
599 credit underwriting procedures, or application review for any
600 development for which construction or rehabilitation has not
601 commenced may be suspended by the corporation upon the service
602 of an administrative complaint on the applicant, affiliate of
603 the applicant, or its registered agent. The suspension shall be
604 effective from the date the administrative complaint is served
605 until an order issued by the corporation in regard to that
606 complaint becomes final.

607 Section 9. For the 2024-2025 fiscal year, from the funds
608 received and deposited into the General Revenue Fund from the
609 state's allocation from the federal Coronavirus State Fiscal

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Recovery Fund created under the American Rescue Plan Act of
2021, Pub. L. No. 117-2, the sum of \$100 million in nonrecurring
funds is appropriated to the State Housing Trust Fund for use by
the Florida Housing Finance Corporation to implement the Florida
Hometown Hero Program established in s. 420.5096, Florida
Statutes.

Section 10. This act shall take effect upon becoming a law.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 1/22/2024

Prepared by: Jodi Nentwick

Title of Item:

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

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

Summary Explanation/Background Information on Agenda Request:

On October 17, 2022, the applicant submitted a Planned Unit Development Amendment petition and concurrent Site Plan for the development of Lot 3 within the WaWa CPUD. The amendment provides for constructing an 11,570 square foot freestanding emergency room (FSER) with one (1) ambulance loading zone and forty-three (43) parking spaces and new timetable table. The WaWa CPUD is located at 2551 S. Kanner Highway 1, at the southeast corner of S.E. Monterey Road and S. Kanner Highway.

The FSER building provides enhanced architectural features and complies with the City's architectural standards by providing an arcade, sculptured artwork, overhangs, display windows, decorative light fixtures, and planters with seating. The development provides inner connectivity by utilizing the existing frontage road and providing a parking lot cross access connection to Waters Edge Dermatology. A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway. The development complies with the city's landscape standards by providing dozens of new shade trees and thousands of new shrubs for the property. The landscape buffers have been designed to enhance and complement the existing landscape palate established within the previously developed lots.

The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S. Kanner Highway. The access road has an existing Right-In/Right-Out access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points to S Kanner Highway.

Funding Source:

N/A

Recommended Action:

The staff has reviewed the petition for a Major Amendment to the Commercial Planned Unit Development and concurrent site plan and recommends the City Commission to approve the adoption of Ordinance No. 2526-2024, to allow for an 11,570 ft² one-story, freestanding emergency room with an ambulance and patient loading zone, which associated site improvements.

ATTACHMENTS:

1. Draft Ordinance No. 2526-2024
2. City Commission Staff Report
3. Development Application
4. Proposed Site Plan and Architectural Elevations Plans
5. Landscape and Tree Plans
6. Boundary Survey
7. Revised Approved Master Site Plan
8. Traffic Impact Statement
9. Replat
10. CPUD Recorded Ordinances
11. Project Maps Package
12. Proof of Newspaper Advertisement



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
ORDINANCE NUMBER 2526-2024**

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

* * * * *

WHEREAS, on December 8, 2014, the City of Stuart City Commission adopted Ordinance No. 2297-2014, approving an addition of a 1.26-acre parcel into the original 5.98 acres parcel and applying Commercial Planned Unit Development (CPUD) Zoning for the entire 7.24-acre site, dividing the 7.24-acre site into four lots, adopting a master site plan encompassing.

**Ordinance No. 2526-2024 – HCA Florida St. Lucie Hospital
Major CPUD Amendment & Final Site Plan**

the newly established 7.24-acre site, including a full development plan for Lot No.1., consisting of a “Wawa” gas station and convenience store, and a partial development plan for Lots 2, 3, and 4, and recording a declaration to identify maintenance of the site, and all common areas; and

WHEREAS, on January 26, 2015, the City of Stuart City Commission adopted Resolution No. 10-2015 approving a plat titled “Shoppes at Monterey and Kanner”.

WHEREAS, on March 23, 2015, the City of Stuart City Commission adopted Ordinance No. 2306-2015, granting a Major Amendment to Ordinance No. 2297-2014 thereby approving full development plans for Lot 4 consisting of a 10,224 square-foot medical office building for Stuart 24 Associates LLC; and

WHEREAS, on September 26, 2016, the City of Stuart City Commission adopted Ordinance No. 2331-2016, granting a second Major Amendment to Ordinance No. 2297-2014 thereby providing for the reconfiguration of Lots 2 & 3, specifically decreasing Lot 2 from 1.63 acres to 1.22 acres and increasing Lot 3 from 1.33 acres to 1.74 acres; and approving a Master Development Plan for Lot 2 consisting of a 4,442 square foot Culver’s Butter Burger & Frozen Custard drive-thru and sit down restaurant; and

WHEREAS, on September 26, 2016, the City of Stuart City Commission adopted Resolution No. 102-2016, approving a replat for the configuration of Lots 2 & 3 and was recorded regarding the property, known as the “Shoppes at Monterey and Kanner Replat” which is recorded in Martin County Plat Book 17, Page 39, and consists of Sheets 1 and 2 of 2; and

WHEREAS, on October 17, 2022, an application was submitted to the City of Stuart for a third Major Amendment to Ordinance No. 2297-2014, proposing a Master Development Plan for Lot 3 consisting of an 11,570 square foot Free Standing Emergency Room; and

**Ordinance No. 2526-2024 – HCA Florida St. Lucie Hospital
Major CPUD Amendment & Final Site Plan**

WHEREAS, the City of Stuart Local Planning Agency Board held a properly noticed hearing at a regularly scheduled meeting on December 14, 2023, to consider the Applicant’s request and recommended approval of the subject petition to the City of Stuart City Commission; and

WHEREAS, the City of Stuart City Commission held a properly noticed hearing at a regularly scheduled City of Stuart City Commission meeting to consider the application by HCA Health Services of Florida, Inc. (the “Applicant”) for the 1.74-acre parcel of land that is Lot 3 of the CPUD; and

WHEREAS, the City of Stuart has determined the need to provide a third Major Amendment to Ordinance No. 2297-2014 to amend the CPUD to eliminate the need for a Property Owners Association (“POA”), and to eliminate a discrepancy between the CPUD, and the Declaration recorded with Ordinance No. 2297-2014; and

WHEREAS, the City of Stuart City Commission has considered the Applicant's voluntary request for a Master Development Plan, the CPUD Amendment for the Lot 3 Site Plan, the elimination of the requirement for a POA, and other conflicts identified between the CPUD, and the Declaration included in Ordinance No. 2297-2014; and

WHEREAS, the City of Stuart City Commission has also considered the recommendation of the City of Stuart’s staff as to the above matters; and

WHEREAS, the Applicant has committed to the City of Stuart that its development will comply with all development codes, plans, standards, and conditions approved by the City of Stuart City Commission; and that it will bind its successors in title to any such commitments made upon approval of the Lot 3 site plan; and

WHEREAS, at the hearing, the Applicant showed by substantial competent evidence that the application is consistent with the City of Stuart’s Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

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Major CPUD Amendment & Final Site Plan**

WHEREAS, the CPUD Development will be in harmony with surrounding properties and their anticipated development.

WHEREAS, the CPUD Property is legally described in “**Exhibit A**” of this ordinance (the “CPUD Property”). A location map depicting the CPUD Property is attached hereto as **Exhibit “B**” and made a part hereof by reference; and

WHEREAS, the Lot 3 property is legally described in “**Exhibit C**” of this ordinance; and

WHEREAS, a map depicting the Lot 3 property is attached hereto as **Exhibit “D**” and made a part hereof by reference; and

WHEREAS, the proposed final version of the Development Conditions and Revised CPUD (as set forth in **Exhibit “E**” attached hereto), reflecting the removal of all POA-referencing language, and other changes to create consistency, is attached hereto as **Exhibit “E**”.

WHEREAS, On December 14, 2023, the Local Planning Agency held a duly noticed public hearing to consider this ordinance; and

WHEREAS, the City Commission held duly noticed public hearings on January 8, 2024, and January 22, 2024, to consider this ordinance and provide for full public participation in the Major Commercial Planned Unit Development (CPUD) and Final Site Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The following new documents are on file as public records of the City, at the office of the City of Stuart City Clerk in City Hall, and attached hereto as **Exhibit “E,”** hereinafter the “Development Documents,” shall pertain to Lot 3, deemed a part of the development conditions, and shall supplement any earlier approvals:

**Ordinance No. 2526-2024 – HCA Florida St. Lucie Hospital
Major CPUD Amendment & Final Site Plan**

- a. Civil Engineering Plans by H. Ross Lucas, PE, Fulmer Lucas Engineering, LLC dated January 23, 2023,
- b. Landscape Architectural Plans by Keli Frymire (Fl LA # 6667429), Gamble Design Collaborative, dated September 28, 2022,
- c. Building Elevations by Giattina Aycock Architecture Studio, Inc. dated January 23, 2023,
- d. Environmental Assessment by Drew Gatewood, MS, PWS, Advanced Restoration Ecology, dated September 2022,
- e. ALTA / NSPS Land Title Survey by Richard E Barnes, Jr., Bowman, and
- f. Electrical Photometric Site Plan and Electrical Exterior Cutsheet and Details by Giattina Aycock Architecture Studio, Inc., dated November 11, 2022.

SECTION 3: This ordinance becomes effective upon adoption and acceptance by all of the owners of the CPUD Property.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City of Stuart except in compliance with the aforesaid Development Documents. The failure of the Applicant to complete development, or to comply with the Development Documents, or with any term or condition of development outlined in this ordinance, shall be deemed a zoning violation, and no further permits, or other development approvals or orders shall be issued by the City of Stuart to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City of Stuart. This section shall not impair the due process or other legal rights of the Applicant to seek administrative or judicial redress.

SECTION 5: Following the adoption of this ordinance, and in addition to any other action for failure of the Applicant to comply with the Development Documents for Lot 3, the City of Stuart's Development Director may obtain a hearing before the City of Stuart City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged noncompliance. At the hearing before the City of Stuart City Commission, the Applicant may appear and may contest the allegation of the breach or explain the reason or reasons for the breach. Upon a finding of material

**Ordinance No. 2526-2024 – HCA Florida St. Lucie Hospital
Major CPUD Amendment & Final Site Plan**

breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City of Stuart City Commission may impose or do any or all of the following solely with respect to Lot 3:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
- b. Direct the City of Stuart City Development Director to initiate the process to rezone the CPUD property or any portion of the CPUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City of Stuart.

Any breach of any provision or condition of this CPUD ordinance by the owners of Lots 1, 2, 3, and 4 within their respective lots in the CPUD Property, shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law, and each lot owner within the CPUD Property shall be responsible for its respective lot's compliance severally. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflicts. If any provisions of this ordinance or the application conflict with any prior contractual provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall be effective upon adoption by the City of Stuart City Commission.

SECTION 8: Upon full execution, the City of Stuart City Clerk shall record this Ordinance.

Passed on first reading the 8th day of January, 2024.

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

**Ordinance No. 2526-2024 – HCA Florida St. Lucie Hospital
Major CPUD Amendment & Final Site Plan**

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

EXHIBIT C
LOT 3 - LEGAL DESCRIPTION

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL ID# 16-38-41-016-000-00030-0

ADDRESS: 2551 S. KANNER HIGHWAY

DRAFT

EXHIBIT D – LOT 3 LOCATION MAP

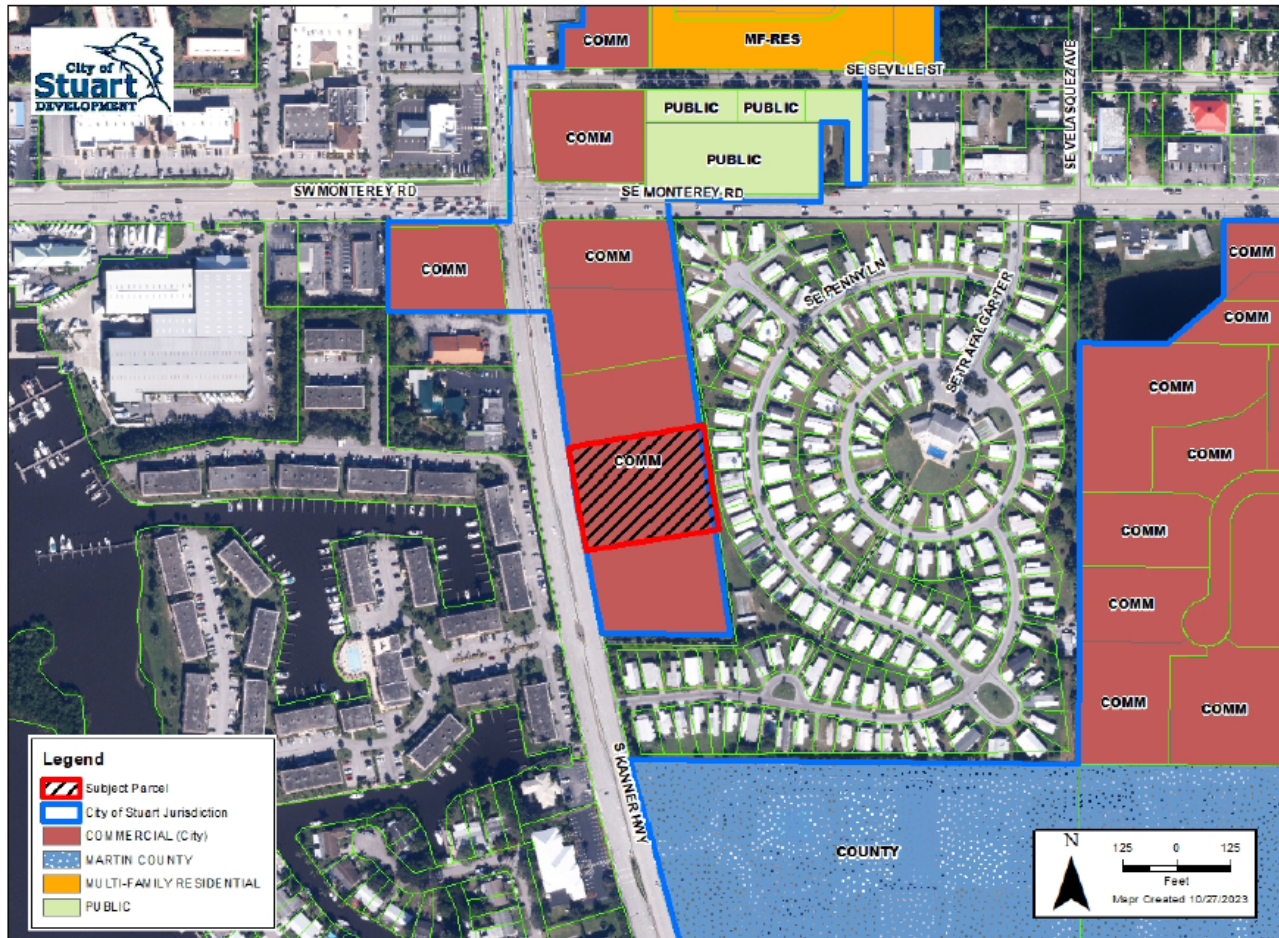


EXHIBIT E
DEVELOPMENT CONDITIONS
MAJOR AMENDMENT TO THE CPUD
ORDINANCE 2526-2024
HCA FREESTANDING EMERGENCY ROOM
(FSER)

The following conditions fall into three (3) categories:

1. **(New Condition)** New language added to the CPUD.
2. **(Restated Condition)** Conditions in the original CPUD, or subsequent amendments, which continue to apply to the CPUD without a language change.
3. **(Amended Condition)** Variation from language contained in the original CPUD, or any amendments to the CPUD.

Approved Plans and Documents

(New Condition) The HCA Free Standing Emergency Room (“FSER”) project and use thereof shall comply with the following plans and documents:

- a. Civil Engineering Plans by H. Ross Lucas, PE, Fulmer Lucas Engineering, LLC dated January 23, 2023,
- b. Landscape Architectural Plans by Keli Frymire (Fl LA # 6667429), Gamble Design Collaborative, dated September 28, 2022,
- c. Building Elevations by Giattina Aycock Architecture Studio, Inc. dated January 23, 2023,
- d. Environmental Assessment by Drew Gatewood, MS, PWS, Advanced Restoration Ecology, dated September 2022,
- e. ALTA / NSPS Land Title Survey by Richard E Barnes, Jr., Bowman, and
- f. Electrical Photometric Site Plan and Electrical Exterior Cutsheet and Details by Giattina Aycock Architecture Studio, Inc., dated November 11, 2022.

g.

General Conditions

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. **(Amended Condition)** Development of the Subject Property as a CPUD shall not exceed an impervious area of not more than sixty-five percent (65%) for ~~Lots 3, and~~ Lot 4. The Wawa

gas station and convenience store on Lot 1 shall not exceed an impervious area of not more than sixty-seven percent (67%). The Culver's ButterBurger and frozen custard building on Lot 2 shall not exceed an impervious area of not more than (70%). The Free-Standing Emergency Room on Lot 3 shall not exceed an impervious area of not more than (70%).

3. **(Restated Condition)** The maximum building height within the CPUD shall be 45 feet. Height shall be measured from the lowest permissible finished first-floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height.

Landscaping

4. **(Restated Condition)** All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
5. **(Restated Condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
6. **(Restated Condition)** A Landscape maintenance plan, executed in accordance with the Land Development regulations, shall be submitted to the Development Department and approved before the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

7. **(Restated Condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.
8. **(Amended Condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetative area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lot 1, 2, and 3, the location of the native vegetation shall comply with the project's landscape plans, Sheets L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Sheets 1 & 2 of 2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices ~~per the attached~~ and shall comply with the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sheets L1.0, L2.0, and L3.0 by Keli Frymire, FL LA# 6667429, Gamble Design Collaborative, dated September 28, 2022.

9. **(Amended Condition)** The project's stormwater facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID practices: Integration Wetlands and Enhancing Stormwater Basins." Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.
10. **(Amended Condition)** A Preserve Area Maintenance Plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15 and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with the Environmental Assessment prepared by Drew Gatewood, MS, PWS, Advanced Restoration Ecology Report (23 pages) dated September 2022. The city will require proof of a completed gopher tortoise survey by a licensed agent. The applicant is required to submit the document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per Florida Wildlife Commission regulations, a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement. The City will not authorize/issue any permitting without a current gopher tortoise survey, and a tree survey showing all native trees 4" or bigger on site.

Tree Mitigation

11. **(Amended Condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

LOT #1	LOT #2	LOT #3	LOT #4
Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	<u>Slash Pine = \$9,112.50</u>	Slash Pine = \$9,112.50
Highrise Oak = \$8,075	Highrise Oak = \$8,075	<u>Highrise Oak = \$8,075</u>	Highrise Oak = \$8,075
Total = \$17,187.50	Total = \$17,187.50	<u>Total = \$17,187.50</u>	Total = \$17,187.50

Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Prior to Issuance of Site Permits

12. **(Restated Condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.
13. **(Restated Condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
14. **(Amended Condition)** Civil Plans shall be reviewed and approved by all applicable City departments and any consultant fees shall be paid prior to the issuance of a site permit.
15. **(Restated Condition)** All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.
16. **(Restated Condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

17. **(Restated Condition)** "Hat racking" of trees is prohibited on the property.
18. **(Restated Condition)** All on-site utilities must be buried except for the existing FPL transmission line.
19. **(Restated Condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.
20. **(Amended Condition)** ~~The developer of Culver's of Stuart 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.~~ of the Free-Standing Emergency Room, HCA Health Services of Florida, Inc., must pay the applicable water and sewer availability fee, for the development of Lot 3, in accordance with Chapter 42 of the city's code.
21. **(Restated Condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.
22. **(Restated Condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to ensure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 pm to 3:00 pm on weekdays.
23. **(Restated Condition)** All mechanical equipment associated with the development shall be rooftop (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30 feet from the back of the main anchor buildings and screened from view. Rooftop satellite dishes shall be limited to 3 feet in diameter and screened from view.

24. **(Restated Condition)** Any backflow prevention devices and above-ground utilities shall be delineated on the landscape plans during the final site plan review and shall be out of view or screened from the public right-of-way.
25. **(Restated Condition)** Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
26. **(Amended Condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting for Lot 4 shall comply with the Photometric Plan and Details prepared by LCA Architecture, Inc., dated 01.15.2015. Site lighting for Lot 2 shall comply with the Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16. Site lighting for Lot 3 shall comply with Sheets E101 & E102 (2 pages) – Electrical Exterior Cutsheet & Details prepared by Giattina Aycock Architecture Studio Inc., dated November 11, 2022.
27. **(Restated Condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
28. **(Restated Condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application by the City Code and shall be consistent with the sign plan.
29. **(Restated Condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.
30. **(Restated Condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.
31. **(Restated Condition)** The project's stormwater facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Stormwater Basins." The proposed dry retention of lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought-tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process..
32. **(Amended Condition)** In the event of any conflict in the provisions of Exhibit ~~'C'~~ 'E' Development Conditions and the Revised CPUD, and attached exhibits, Exhibit ~~'C'~~ 'E' shall prevail. Notwithstanding any other conditions, each lot owner within CPUD Property shall be responsible for compliance of its respective lot within the CPUD Property with Ordinance 2297-2014, as amended.

33. **(Restated Condition)** Prior to the certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site stormwater system as well as the entire CPUD's stormwater system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots 3 & 4

34. **(Amended Condition)** The developer may grade into ~~20%~~ 100% of the re-created native vegetation area in order to meet stormwater needs for the remaining Lot 3. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.
35. **(Restated Condition)** Parking areas shall be interconnected throughout the CPUD.
36. **(Restated Condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.
37. **(Restated Condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.
38. **(Amended Condition)** No trailers, prefabricated, or modular structures shall be permitted except temporarily ~~to assist in development and with rentals and sales of realty within the CPUD, unless approved and deemed accepted by the State of Florida.~~ Such trailers shall be removed within thirty days of a direction to do so issued by the City Development Director. Failure to remove such a trailer accordingly shall be deemed a violation of the City Code.
39. **(Restated Condition)** Subject to the provisions of the LDR, the developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended Condition)** The timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT - LOT 1 WAWA Gas Station & Convenience Store	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	Jan 30, 2015
Final Certificate of Occupancy for all site and building improvements	June 30, 2016

TIMETABLE OF DEVELOPMENT - LOT 4

Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	Jan 30, 2018
Final Certificate of Occupancy for all site and building improvements	June 30, 2019

TIMETABLE OF DEVELOPMENT – LOT 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD	
Site and building permit applications are deemed sufficient for permit review under city codes and standards.	Dec. 30, 2016
Final Certificate of Occupancy for all site and building improvements	Dec. 30, 2017

TIMETABLE OF DEVELOPMENT – LOT 3 HCA Free-Standing Emergency Room Major Amendment to the CPUD	
<u>Site and building permit applications are deemed sufficient for permit review under city codes and standards.</u>	<u>June 30, 2025</u>
<u>Final Certificate of Occupancy for all site and building improvements</u>	<u>June 30, 2026</u>

Allowable Uses

41. **(Restated Condition)** The following uses shall be permitted considering Sec. 601.13. Off-street parking schedule of the City's Land Development Code – as the standard for required off-street parking.
- Gas station and convenience store
 - Professional office, including medical.
 - Retail
 - Restaurant
 - Restaurant with fast food drive-thru (see condition 50 below)

Prohibited

42. **(Amended Condition)** No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers, unless approved and deemed accepted by the State of Florida.
43. **(Restated Condition)** Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to the rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.
44. **(Restated Condition)** Billboards are prohibited on the property.
45. **(Restated Condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.

46. **(Restated Condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.
47. **(Restated Condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
- The Development Director approves the P.A. system
 - The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
 - A feature known as Automatic Volume Control or “AVC” is used to reduce the outbound sound pressure level based on ambient noise.

Signage

48. **(Amended Condition)** The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12’-6” in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10’ in height with design criteria conforming to the City’s Land Development Code shall be located within the landscape buffer, and avoid utility easements along Kanner Hwy for Lots 3, and 4. The monument sign for lot 4 shall adhere to the proposed monument sign elevations prepared by LCA Architecture, Inc. dated 01.15.15. The monument sign for lot 2 shall adhere to the Sec. 6.11.12.C Monument Signs of the City’s Land Development Code.

Platting

49. **(Restated Condition)** Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued. Plat approval based on reconfigured lots 2 & 3 shall occur prior to any development permit being issued for Culver’s of Stuart on lot 2.
50. **(Amended Condition)** The CPUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. ~~Prior to application for any development, the applicant shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:~~
- ~~An 8 foot wall, with 5 feet of preserve on the east and south sides of the wall,~~
 - ~~The entire 40-foot-wide preserve area on the east and south perimeter of the site,~~
 - ~~Landscape strips straddling lot lines of lots 2, 3, and 4.~~
 - ~~Entrance aprons from S.E. Kanner Hwy and~~
 - ~~The north-south connecting drive aisle extending through lots 2, 3, and 4.~~

Maintenance & Liability for Common Areas of the CPUD

51. **(New Condition)** After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:
- An 8-foot wall, with 5 feet of preserve on the east and south sides of the wall,
 - The entire 40-foot-wide preserve area on the east and south perimeter of the site,
 - Landscape strips straddling lot lines of lots 2, 3, and 4,

- d. Entrance aprons from S.E. Kanner Hwy and
- e. The north-south connecting drive aisle extending through lots 2, 3, and 4.

Driveway, Perimeter Wall, Native Vegetative Preserve and required landscaping on the Lots.

DRAFT



To: City Commission
From: Jodi Nentwick-Kugler, Development Director
Meeting Date: January 8, 2024
Subject: HCA Florida St. Lucie Hospital - *Major CPUD Amendment & Final Site Plan Approval*
(Project No.: Z22100003)

GENERAL INFORMATION:

Property Owner/Applicant: Nicholas L. Paul, Vice President
HCA Health Services of Florida, Inc.
One Perk Plaza
Nashville, TN 37203

Agent of Record: Robert S. Raynes, Esq.
Gunster Law Firm
800 S.E. Monterey Commons Boulevard
Stuart, FL 34996

Location: 2551 S. Kanner Highway, Stuart FL 34994

Parcel I.D.: 16-38-41-016-000-00030-0

Existing Zoning: Commercial

Existing Land Use: Commercial Planned Unit Development (CPUD)

Parcel Size: 1.74-acres

Existing Use: Vacant

Proposed Use: Free Standing Emergency Room (FSER)

Overlay District: N/A

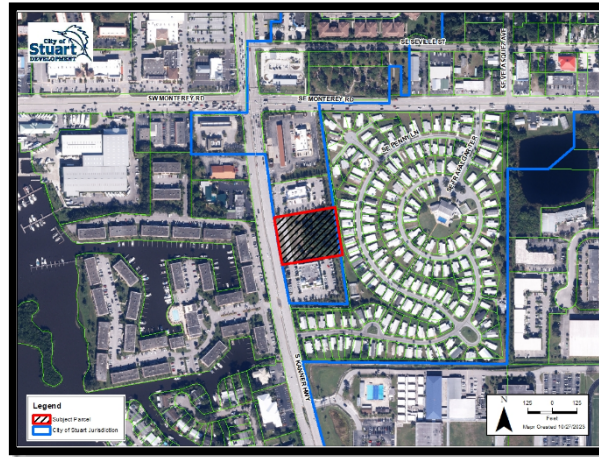
A. Project Description

On October 17, 2022, the applicant submitted a Planned Unit Development Amendment petition and concurrent Site Plan for the development of Lot 3 within the WaWa CPUD. The amendment provides for constructing an 11,570 square-foot free-standing emergency room (FSER) with one (1) ambulance loading zone, forty-three (43) parking spaces, and a new timetable. The WaWa CPUD is located on the southeast corner of S.E. Monterey Road and S. Kanner Highway.

According to the applicant's justification statement dated October 12, 2022, the FSER will provide efficient, high-quality health care to the residents of Stuart. The FSER provides physicians on staff and presents 24 hours, 7 days a week vs. a typical urgent care facility that provides a P.A. or nurse practitioner. The FSER is equipped

with the imaging and laboratory resources needed to diagnose and deliver care for severe and life-threatening situations. The FSER does not provide overnight, inpatient treatment; however, the FSER is hospital-owned and operated. Patients can be transported if they require inpatient admission and/or a higher level of care.

Aerial Map



B. Project Background

According to Ordinance No. 2297-2014, 2014 Monterey Stuart Associates, LLC (“Monterey”) and Grand Bank and Trust of Florida (“Grand Bank”) entered into a CPUD agreement with the City of Stuart (the “City”) for that certain development now known as “The Shoppes at Monterey and Kanner” which (i) incorporated an adjoining 1.17 acre B-1 “Business” zoned parcel into the original 5.97-acre parcel; (ii) divided the 7.14-acre site into 4 lots; (iii) adopted a master site plan encompassing the entire 7.14 acre site; and (iv) approved full development plans for a WAWA Gas Station and Convenience Store on Lot 1.

Stuart 24 Associates, LLC (“Associates”) along with Monterey and Grand Bank petitioned the City to amend Ordinance No. 2297-2014 to provide for the development of Water’s Edge Dermatology on Lot 4. City, Monterey, Grand Bank, and Associates entered an amendment to Ordinance No. 2297-2014 to allow the development of Water’s Edge Dermatology; said the amendment was approved as Ordinance No. 2306-2015. Ordinance No. 2297-2014 and Ordinance No. 2306-2015 are collectively referred to as the WaWa CPUD.

Three (3) of the four (4) lots within the WaWa CPUD have been developed; with WaWa on Lot 1, Culvers Restaurant on Lot 2, and Waters Edge Dermatology on Lot 4. During the development of Lots 1, 2 & 4 the required cross-access connections and buffers were established for Lot 3. The development of Lot 3 will provide a Professional Medical Office use which is consistent with the intended uses established within the CPUD.

Project History:

August 24, 1998, the City Commission adopted the following ordinances:

- Ordinance Number 1566-97 for the Voluntary Annexation Parcel #F8; which consists of a 1.20-acre parcel of land located at the southeast corner of Monterey Road and S.R. 76 (Kanner Highway).
- Ordinance Number 1568-97 establishes the Zoning Classification of “B-1” General Business District for Annexation Parcel #F8.

June 22, 1998, the City Commission adopted the following ordinances:

- Ordinance Number 1569-97 was adopted for the Voluntary Annexation of Annexation Parcel #F9; which consists of a 5.98-acre parcel of land located on the east side of S.R. 76 (Kanner Highway) and south of Monterey Road.

- Ordinance Number 1571-97 adopted the following Annexation Parcel #F9; establishing the zoning classification of Commercial Planned Unit Development (C-PUD) agreement that included a list of conditions for the development.

November 24, 2014, the City Commission adopted Ordinance Number 2297-2014 amending a 5.98-acre Commercial Planning Development (C-PUD) agreement, originally approved under Ordinance Number 1571-1997, (1) and incorporating an adjoining 1.26-acre B-1 “Business” zoned parcel into the original 5.98-acre parcel and applying C-PUD zoning to the entire 7.24-acre site, (2) dividing the 7.24-acre site into four lots; (3) adopting a master plan encompassing the newly established 7.24-acre site, including a full development plan for Lot No. 1, consisting of a “WAWA” gas station and convenience store and a partial development plan for Lots 2, 3, and 4; located at the southeast corner of SR 76 (Kanner Highway) and S.E. Monterey Road, providing for development conditions and a timetable for development, and repealing all ordinances.

January 26, 2015, the City Commission adopted Resolution Number 10-2015 approving a plat titled “Shoppes at Monterey and Kanner.

March 9, 2015, the City Commission adopted Ordinance Number 2306-2015 granting approval for a Major Amendment to the CPUD for the development of Lot 4 consisting of a 10,224 square-foot medical office building for Water’s Edge Dermatology.

September 12, 2016, the City Commission adopted Ordinance Number 2331-2016 granting a second Major Amendment the CPUD, providing for the reconfiguration of Lots 2 & 3, more specifically decreasing Lot 2 from 1.63-acres to 1.22-acres and increasing Lot 3 from 1.33-acres to 1.74-acres; approving a master development plan for Lot 2 consisting of a 4,442 square foot Culver’s Butterburger & Frozen Custard drive-thru and sit-down restaurant, providing for new, restated, and amended development conditions, including a timetable for development and a requirement for platting.

September 26, 2016, the City Commission adopted Resolution Number 102-2016 approving a plat for the reconfiguration of Lots 2 & 3 for “Shoppes at Monterey and Kanner Replat”.

**PLANNED UNIT DEVELOPMENT AMENDMENT (PUD)
LAND DEVELOPMENT CODE (LDC)
SECTION 11.01.10**

The submitted Planned Unit Development Major Amendment petition has been reviewed and outlined in the Land Development Code, *Section 11.01.10.B.1.* to a previously adopted planned unit development zoning ordinance, including conditions, agreements, covenants, maps, and illustrations shall be processed as if the proposed amendment is a new rezoning application in accordance to *Section 11.01.09.G.1. and 2.*

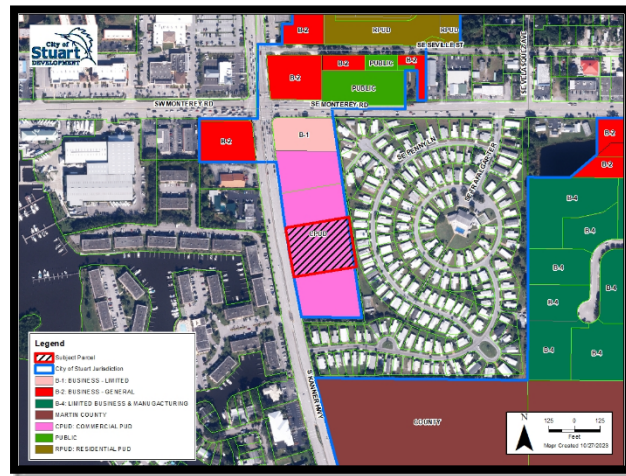
At the public hearing, the Advisory Board shall hear from all interested parties regarding whether the rezoning application complies with the requirements of this Code and the Comprehensive Plan. The Advisory Board shall consider the application, written comments of each responding department, consultant, and agency as well as the compliance recommendation of the development department.

In formulating its recommendation to the City Commission, the Advisory Board shall consider the following criteria:

a. The existing land use pattern;

The proposed amendment is consistent with the existing land use pattern. The request seeks to amend the existing Commercial Planned Unit Master Development Plan Lot 3 to construct a 13,126 square foot, one-story free-standing emergency room with an ambulance and patient loading zone. The property is zoned Commercial Planned Unit Development (CPUD) with a Future Land Use Designation of Commercial.

Existing Zoning Map



b. The possible creation of an isolated district unrelated to adjacent and nearby districts;

The proposed zoning change would not create an isolated land use classification for nearby and adjacent districts. This was approved as a CPUD in 2014 and revised in 2016 which created a four-lot subdivision, and the allowable uses included a Professional office, including medical.

c. The population density pattern of the area and possible increase overtaking of the load on public facilities such as schools, utilities, and streets;

The intended use of the subject property is not anticipated to increase the overtaking of the load on public facilities, such as schools, utilities, and streets.

d. The possible overloading of the city's sewage collection, treatment, and disposal facilities;

The type and intensity of the proposed development are not anticipated to overload the City's sewage collection, treatment, and disposal facilities. The capacity for the infrastructure was anticipated and permitted as part of the overall site work for all four lots before any development.

e. The possible overloading of the city's drainage system;

The proposed development is not anticipated to overload the City's drainage system. The approved CPUD plan for the site will provide for nutrient removal for the vacant portion of the site, water quality, and attenuation within the dry retention pond.

f. The existing district boundaries in relation to existing conditions on the subject property;

The existing boundaries in relation to the existing conditions are consistent with the recorded replat of the property in 2016.

- g. The existence of changed or changing conditions that make the passage of the proposed rezoning necessary or appropriate;***

The intersection of S.R. 76 and S.E. Monterey Road are aerial roads within the City of Stuart and Martin County's jurisdiction and are suitable for commercial, office, and retail types of development, specifically for this approved CPUD.

- h. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;***

The type and intensity of the major amendment to the existing CPUD would not create an adverse impact on the adjacent neighborhoods. The existing site is buffed from the nearby neighborhood to the south and west with a continuous wall along the property for all four lots, and landscaping and recreation preserve.

- i. The impact of the proposed rezoning upon the flow of light and air to adjacent areas;***

The impact of the proposed rezoning would not create an adverse impact upon the flow of light and air to adjacent areas due to the conditions to be adhered to within the approved CPUD.

- j. The impact of the proposed rezoning upon property values in the adjacent area;***

A Major Amendment to the CPUD would likely increase the property value in the adjacent area by allowing commercial use which typically increases property taxes for developed land.

- k. The impact of the proposed rezoning upon improvements or development of adjacent property in accordance with the existing regulations; and***

The major amendment to the CPUD would not impact adjacent properties to improve or develop under the existing regulations.

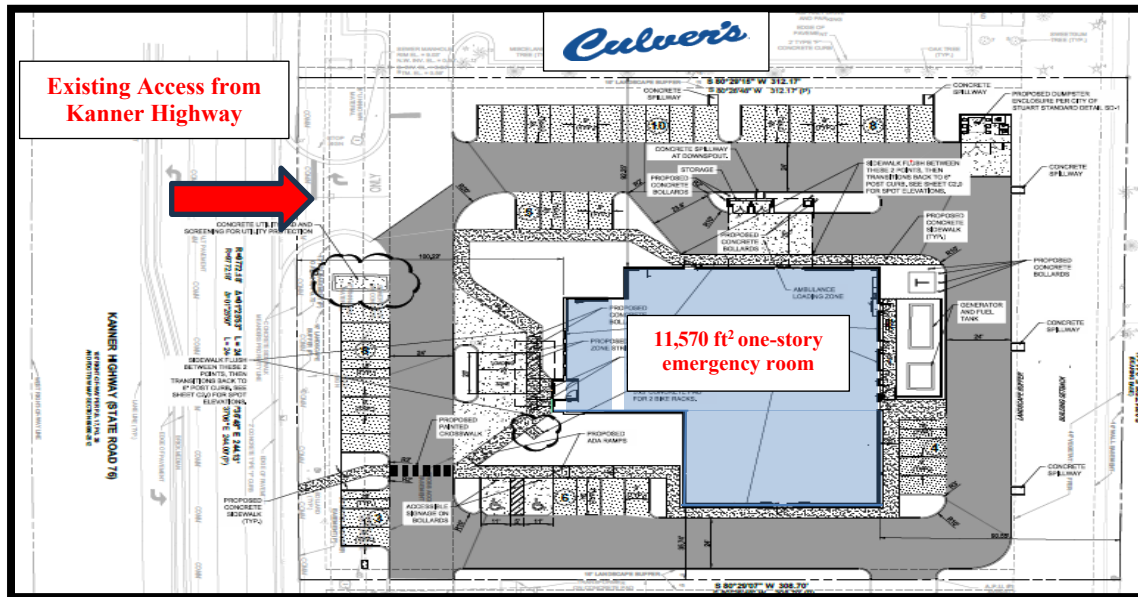
The proposed project consists of an 11,570 square-foot Free Standing Emergency Room (FSER), with one (1) ambulance loading zone and forty-three (43) parking spaces. The FSER building provides enhanced architectural features and complies with the City's architectural standards by providing an arcade, sculptured artwork, overhangs, display windows, decorative light fixtures, and planters with seating. The development provides interconnectivity by utilizing the existing frontage road and providing a parking lot cross-access connection to Waters Edge Dermatology. A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway. The development complies with the City's landscape standards by providing dozens of new shade trees and thousands of new shrubs to the Property. The landscape buffers have been designed to enhance and complement the existing landscape palate established within the previously developed lots.

The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S. Kanner Highway. The access road has an existing Right-In/Right-Out (RIRO) access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points to S Kanner Highway.

The development provides interconnectivity by utilizing the existing frontage road and providing a parking lot cross-access connection to Waters Edge Dermatology (Lot 4). A pedestrian connection point has also been provided to connect the development with the existing sidewalk along S. Kanner Highway.

The proposed site plan layout with the location of the building is outlined in blue as depicted in ***Exhibit "A"***.

Exhibit “A” Proposed Site Plan Layout



I. The existence of other adequate sites in the city of the proposed use in districts permitting such use.

The goal of the proposed amendment is to allow for uses that are in demand.

C. Public Notification – Local Planning Agency & City Commission

On November 20, 2023, the applicant provided notification letters to 334 owners of property located within 300 feet of the proposed petition. One (1) public notification sign detailing the Local Planning Agency (LPA) and City Commission Public Hearing was posted on the premises.

On January 8, 2024, the City Commission held duly noticed Public Hearing to consider this Ordinance. The Public Notice for the adoption of this ordinance was placed within the local newspaper and advertised on January 12, 2024.

D. Development Reviews

The following review comments must be addressed during the site permit review.

City of Stuart Building Department:

The Building Department has reviewed and conceptually approved the Major Amendment to the Commercial Planned Unit Development.

- All plans shall comply with the Florida Building Code (FBC) and Florida Fire Protection Code (FFPC) in effect at the time permit application(s) are submitted.
- Plans shall also be submitted as one PDF file.
- Separate permits shall be required for the site, building, dumpster enclosures, fire line, fire sprinkler, fire alarm, kitchen hood, and suppression systems.
- The applicant shall schedule a pre-construction meeting prior to the issuance of building permits.

City of Stuart Fire Rescue:

The City of Stuart Fire Rescue has reviewed and conceptually approved the Major Amendment to the Commercial Planned Unit Development application. The following comment(s) must be addressed before the issuance of a site permit:

- Fire auto turn is not approved as submitted, the truck depicts not clearing curbs and parking spot lines should not cross into them. The construction site permit will require the applicant to submit a revised fire truck auto-turn.
- FDC to fire hydrant distance cannot exceed 100 feet.

City of Stuart Public Works - Utilities:

The Public Works Department has reviewed the Major Urban Code Conditional Use and Major Development Plan applications and is awaiting the resubmittal of a revised utility plan. Before any issuance of a site permit, all outstanding utility comments must be reviewed and approved by the Public Works Department.

City of Stuart Police Department:

Before the issuance of a site permit, the City of Stuart Police Department must review and approve a signed and sealed photometric plan.

CAPTEC Engineering:

The applicant is responsible for obtaining all State, Federal, and local permits that may be required as part of this project such as a South Florida Water Management District.

The City of Stuart Public Works, Utilities, and Fire Departments should review the Plan for water, sewer, dumpster, fire hydrant, fire lane, utility separation requirements, and accessibility.

CAPTEC performed this review for the City of Stuart to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the applicant.

Environmental Review:

The City of Stuart Development Department has reviewed the application for environmental impacts and has found the application(s) to comply with the Land Development Code, Comprehensive Plan, and Code ordinances. The property is currently vacant and contains minimal existing vegetation. The city will require proof of an updated completed gopher tortoise survey by a licensed agent. Per Florida Wildlife Commission (FWC) regulations, a gopher tortoise survey is only good for 90 days, and any clearing must have a valid survey before commencement. The City will not authorize or issue any permits without a current gopher tortoise survey, and a tree survey showing all native trees 4" or bigger on site.

Traffic Review:

According to the Traffic Impact Statement prepared by Kelly Farabee, P.E. dated October 21, 2022, the proposed project is expected to generate fewer than 20 trips in each peak hour of traffic. The project traffic is less than the City's threshold for requiring a traffic study per LDC Section 4.05.02., therefore, no further analysis is required.

E. Staff Recommendation

The staff has reviewed the petition for a Major Amendment to the Commercial Planned Unit Development and concurrent site plan and recommends the City Commission to approve the adoption of Ordinance No. 2526-2024, to allow for an 11,570 ft² one-story, freestanding emergency room with an ambulance and patient loading zone, which associated site improvements.



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____
Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# _____
(Staff Entry)

Pre-App Conference Date: 07-21-2022	Application Date:
--	-------------------

SITE INFORMATION

Project Name: HCA Florida St. Lucie Hospital - Stuart FSER (Free Standing Emergency Room)	Parcel ID#: 16-38-41-016-000-00030-0
Site Address: 2551 South Kanner Highway	
Subdivision: Shoppes at Monterey and Kanner Replat	Lot(s): 3
Site Acreage: 1.74	Flood Zone/Base Flood Elevation: X - N/A' NAVD
Existing Zoning District / CRA Subdistrict (if applicable): C-PUD	
Proposed Zoning District / CRA Subdistrict (if applicable): N/A	
Current Comprehensive Plan Future Land Use Designation: Commercial	
Proposed Comprehensive Plan Future Land Use Designation: N/A	
Existing Land Use: Commercial	Proposed Land Use: N/A
Proposed Square Footage (if applicable): 10,890	Proposed Density (if applicable): N/A

PETITIONER INFORMATION

Property Owner: HCA Health Services of Florida, Inc.	Phone Number / Email Address: 615.344.5962 / nick.paul@hcahealthcare.com
Property Owner's Mailing Address: One Park Plaza, Nashville, TN 37203	
Applicant (if not Owner): Robert S. Raynes, Esq. (Gunster Law Firm)	Phone Number / Email Address: 772-288-1980 / rraynes@gunster.com
Applicant's Mailing Address: 800 S.E. Monterey Commons Blvd., Stuart, FL 34996	
Agent/Contact Person: Robert S. Raynes, Esq. (Gunster Law Firm)	Phone Number / Email Address: 772-288-1980 / rraynes@gunster.com
Agent's Mailing Address: 800 S.E. Monterey Commons Blvd., Stuart, FL 34996	
Architect: GA Studio	Engineer: Fulmer Lucas Engineering (FLE)
Planner: Josh Long, AICP (Gunster Law Firm)	Landscape Architect: Gamble Design Collaborative

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.

Who, being by me first duly sworn, on oath deposed and says:

1. That **HCA Health Services of Florida, Inc.** is the fee simple title owner of the property described in the attached Legal Description.
2. That he ~~she~~ is requesting approval of a CPUD Amendment in the City of Stuart, FL.
3. That he ~~she~~ has appointed Robert S. Raynes, Esq. to act as an authorized agent on his ~~her~~ behalf to accomplish the above project.

Name of Owner: HCA Health Services of Florida, Inc.

Signature of Owner:

One Park Plaza

Street Address

N/A

P.O. Box

615.344.5962

Telephone Number

nick.paul@hcahealthcare.com

Email Address:

Nicholas L. Paul

By: Name/Title

Vice President of HCA Health Services of Florida, Inc.

City, State, Zip Code

Nashville, TN 37203

City, State, Zip Code

Fax Number

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

13 day of September, 2022 By Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.

Personally Known OR Produced Identification

Type of Identification Produced:

Anne-Marie Gebel
Notary Public

My Commission expires:

7/7/25



Financial Responsibility Form

(Please Print or Type)

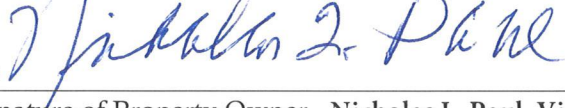
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Nicholas L Paul
Title: Vice President
Company: HCA Health Services of Florida, Inc.
Company Address: 1100 Dr. Martin Luther King Jr. Blvd., Suite 500

City/State/Zip Code: Nashville, TN 37203
Telephone Number: 615.344.5962
Facsimile Number: N/A
Email Address (optional): nick.paul@hcahealthcare.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 13 day of September, 2022.

By: 

Signature of Property Owner - Nicholas L. Paul, Vice President of HCA Health Services of Florida, Inc.

Application Requirements

Fees:

- ☒ Major PUD Amendment - \$3,195.00; or
- ☐ Minor PUD Amendment: \$2,130.00; or
- ☐ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:

- (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
- (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Angela Fisher, not in my individual capacity, but solely in my capacity as Secretary and Treasurer of DLD Management Corp., a Florida corporation, as General Partner of DLD Family LLLP, a Florida limited liability limited partnership, as sole Member of DLD Properties III, LLC, a Florida limited liability company (the "Owner"), as record title owner of Lot #1 within the CPUD created by City of Stuart Ordinance 2297-2014, as amended (collectively, the "CPUD"), have no objection and hereby authorize HCA Health Services of Florida Inc. ("HCA") to pursue an additional amendment to the CPUD in substantially the form attached hereto and made a part hereof as **Exhibit "A"** (the "**CPUD Amendment**") for the purpose of:

- 1) incorporating the following language, or substantially similar language into the CPUD, and eliminating the need for a Property Owners Association,

After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

- a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,*
- b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,*
- c. Landscape strips straddling lot lines of lots 2, 3, and 4,*
- d. Entrance aprons from S.E. Kanner Hwy and*
- e. The north-south connecting drive aisle extending through lots 2, 3, and 4.*

And;

- 2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003).

This statement of no objection and authorization shall terminate upon the approval of the CPUD Amendment in substantially the form attached hereto and made a part hereof as **Exhibit "A"**.

[INTENTIONALLY LEFT THE REST OF THIS PAGE BLANK]

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this ____ day of October, 2023.

WITNESSES:

Anthony Lucas
Print: Anthony Lucas

Lulu Negron
Print: Lulu Negron

OWNER:

DLD Properties III, LLC,
a Florida limited liability company

By: DLD Family LLLP,
a Florida limited liability limited partnership,
its sole Member

By: DLD Management Corp.,
a Florida corporation,
its general partner

By: Angela Fisher
Name: Angela Fisher
Title: Secretary and Treasurer

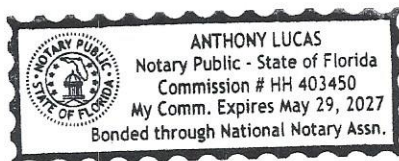
ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2023, by Angela Fisher, not in her individual capacity, but solely in her capacity as Secretary and Treasurer of DLD Management Corp., a Florida corporation, as General Partner of DLD Family LLLP, a Florida limited liability limited partnership, as sole Member of DLD Properties III, LLC, a Florida limited liability company, on behalf of the limited liability company. She ☒ is personally known to me or presented [] _____ as identification.

Notary Stamp/Seal:



Notary Signature: Anthony Lucas
Notary Print: Anthony Lucas
Notary Public, State of Florida
Commission No.: HH 403450
My Commission Expires: May 29 2027

Exhibit "A"

CPUD Amendment

SEE ATTACHED

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX



BEFORE THE CITY COMMISSION CITY OF
STUART, FLORIDA

ORDINANCE NUMBER 23XX

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

* * * * *

WHEREAS, on January 27, 2015, the City of Stuart City Commission adopted Ordinance 2297-2014, approving an addition of 1.26-acre parcel into the original 5.98 acres parcel and applying C-PUD Zoning to the Entire 7.24 acres site, dividing the 7.24-acre site into four lots, adopting a master site plan encompassing

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

the newly established 7.24-acre site, including a full development plan for Lot No.1, consisting of a “Wawa” gas station and convenience store, and a partial development plan for Lots 2, 3, and 4, and recording a declaration to identify maintenance of the site, and all common areas; and

WHEREAS, on June 9, 2015, the City of Stuart City Commission adopted Ordinance Number 2306-2015, granting a Major Amendment to Ordinance No. 2297-2014 thereby approving full development plans for Lot 4 consisting of a 10,224 Square Foot Medical Office Building for Stuart 24 Associates LLC (Water’s Edge Dermatology); and

WHEREAS, on November 2, 2016, the City of Stuart City Commission adopted Ordinance Number 2331-2016, granting a second Major Amendment to ordinance No. 2297-2014 thereby providing for the reconfiguration of Lots 2 & 3, specifically decreasing Lot 2 from 1.63 acres to 1.22 acres and increasing Lot 3 from 1.33 acres to 1.74 acres; and approving a master development plan for Lot 2 consisting of a 4,442 square foot Culver’s Butter Burger & Frozen Custard Drive-Thru and Sit Down restaurant; and

WHEREAS, on November 7, 2016, a Replat was recorded regarding the Property, known as the “Shoppes at Monterey and Kanner Replat” which is recorded in Martin County Plat Book 17, Page 39, and consists of Sheets 1 and 2 of 2; and

WHEREAS, on October 17, 2022, an application was submitted to the city for a third Major Amendment to ordinance No. 2297-2014, proposing a master development plan for Lot 3 consisting of an 11,570 square foot Free Standing Emergency Room; and

WHEREAS the Local Planning Agency Board held a properly noticed hearing at a regularly scheduled meeting on _____, to consider the Applicant’s request and recommended approval of the subject petition to the City Commission; and

WHEREAS the City Commission held a properly noticed hearing at a regularly scheduled City

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

Commission to consider the application by HCA Health Services of Florida, Inc. (the "Applicant") for the 1.74-acre parcel of land that is Lot 3 of the CPUD; and

WHEREAS, the City of Stuart has determined the need to provide a third Major Amendment to ordinance No. 2297-2014 to amend the CPUD to eliminate the need for a Property Owners Association ("POA"), and to eliminate a discrepancy between the CPUD, and the Declaration recorded with Ordinance no. 2297-2014; and

WHEREAS, the City Commission, has considered the Applicant's voluntary request for Master Development Plan, and the CPUD Amendment for the Lot 3 site plan, elimination of the requirement for a POA, and other conflicts identified between the CPUD, and the Declaration included in Ordinance No. 2297-2014; and

WHEREAS, the City Commission has also considered the recommendation of City staff as to the above matters; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the Lot 3 site plan; and

WHEREAS, at the hearing the Applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS the CPUD property is legally described in "**Exhibit A**" of this ordinance (the "CPUD Property"). A location map depicting the CPUD property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS the Lot 3 property is legally described in "**Exhibit C**" of this ordinance; and

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

WHEREAS a map depicting the Lot 3 property is attached hereto as **Exhibit "D"** and made a part hereof by reference; and

WHEREAS the proposed final version of the Development Conditions and Revised CPUD (as set forth in **Exhibit "E"** attached hereto), reflecting the removal of all POA-referencing language, and other changes to create consistency, is attached hereto as **Exhibit "E"**.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "E,"** hereinafter the "Development Documents," shall pertain to Lot 3, deemed a part of the development conditions, and shall supplement any earlier approvals:

- a. [Development Documents to be approved for HCA FSER shall be listed Here]
- b. [Ditto]
- c. [Ditto]
- d. Etc.

SECTION 3: This ordinance becomes effective upon adoption and acceptance by all of the owners of the CPUD Property.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: Following the adoption and acceptance of this ordinance by all of the owners of the CPUD Property, and in addition to any other action for failure of the Applicant to comply with the Development Documents for Lot 3, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged noncompliance. At the hearing before the City Commission, the Applicant may appear and may contest the allegation of noncompliance or explain the reason or reasons for the noncompliance. Upon a finding of material noncompliance with the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following solely with respect to Lot 3:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the CPUD Property or any portion of the CPUD Property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the owners of Lots 1, 2, 3, and 4 within their respective lot in the CPUD Property, shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law, and each lot owner within the CPUD Property shall be responsible for its respective lot's compliance severally. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

SECTION 8: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by all of the owners within the CPUD Property.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 10: Upon complete execution of this Ordinance, the City Clerk is directed to record this Ordinance in the Public Records of Martin County, Florida.

Passed on first reading the _____ day of _____, 2023.

Commissioner _____ offered the foregoing Ordinance and moved for its adoption.

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

Commissioner _____ offered the foregoing Resolution and moved for its adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____ 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
CITY MAYOR

EXHIBIT "A"

HCA Amendment to Existing Commercial Planned Unit Development (CPUD)- Ordinance 23XX

APPROVED AS TO FORM AND
CORRECTNESS:

PAUL NICOLETTI, ESQ.
INTERIM CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 Troy McDonald, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

EXHIBIT A – CPUD LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

EXHIBIT "A"

EXHIBIT B – CPUD LOCATION MAP

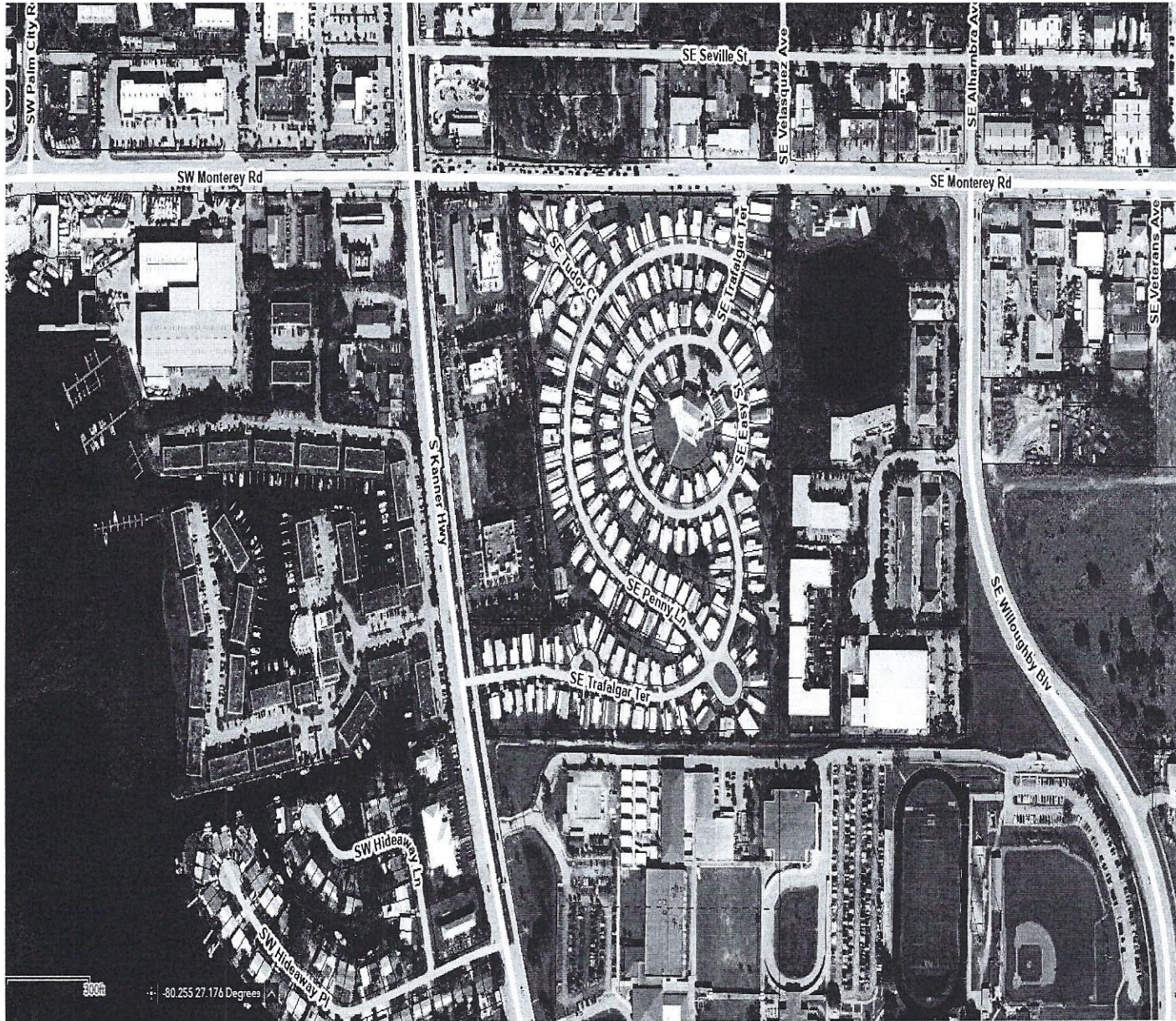


EXHIBIT "A"

EXHIBIT C – LOT 3 LEGAL DESCRIPTION

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLOIRIDA.

EXHIBIT "A"

EXHIBIT D – LOT 3 LOCATION MAP

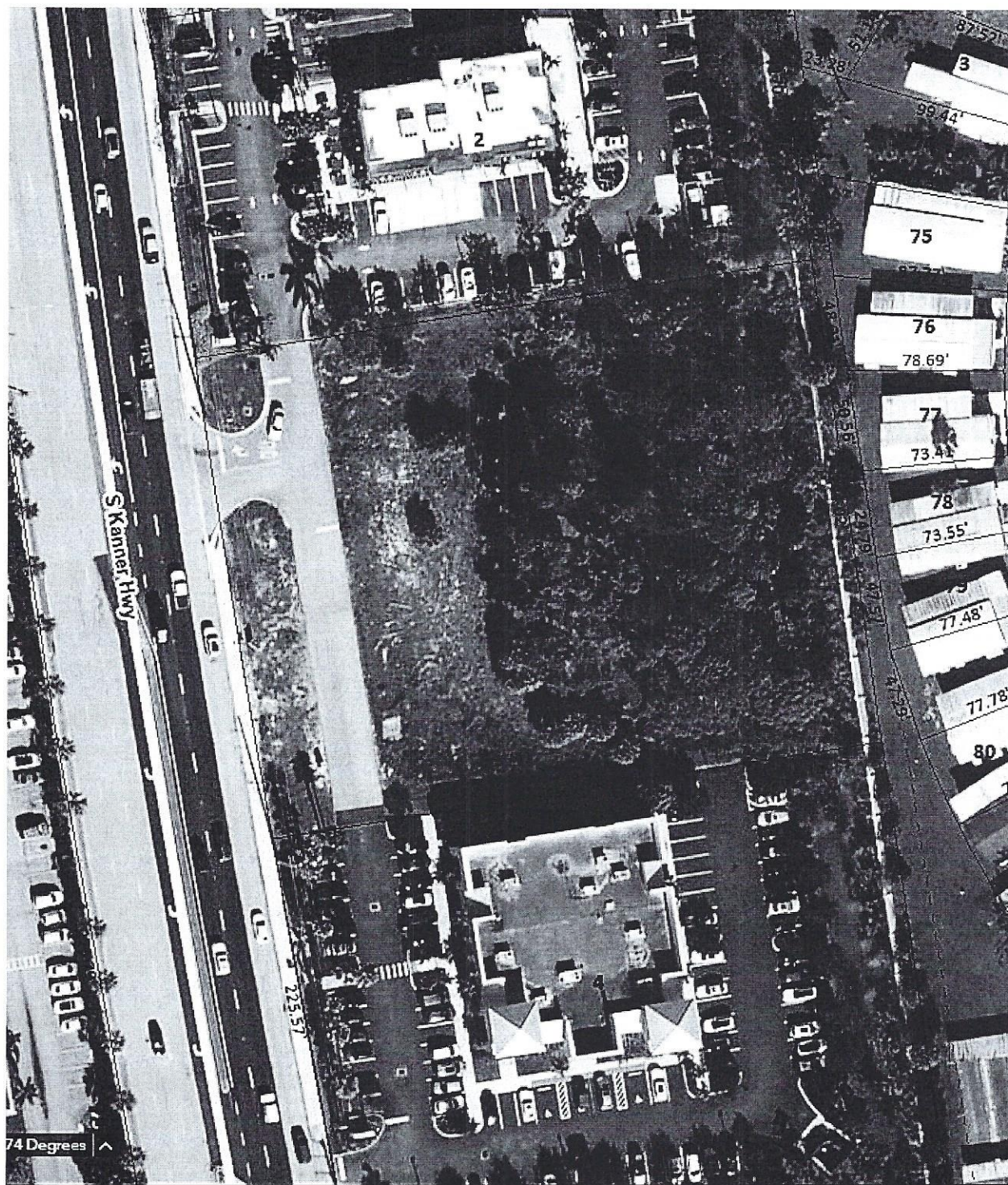


EXHIBIT "A"

EXHIBIT E – DEVELOPMENT CONDITIONS, AND REVISED CPUD

The following conditions fall into three (3) categories:

1. **(New Condition)** New language added to the CPUD.
2. **(Restated Condition)** Conditions in the original CPUD, or subsequent amendments, which continue to apply to the CPUD without a change in language.
3. **(Amended Condition)** Variation from language contained in the original CPUD, or any amendments to the CPUD.

Approved Plans and Documents

(New Condition) The HCA Free Standing Emergency Room (“FSER”) project and use thereof shall comply with the following plans and documents:

- a. **[Development Documents to be approved for HCA FSER shall be listed Here]**
- b. **[Ditto]**
- c. **[Ditto]**
- d. **Etc.**

General Conditions

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. **(Amended Condition)** Development of the Subject Property as a CPUD shall not exceed an impervious area of not more than sixty-five percent (65%) for ~~Lots 3, and~~ Lot 4. The Wawa gas station and convenience store on Lot 1 shall not exceed an impervious area of not more than sixty-seven percent (67%). The Culver’s ButterBurger and frozen custard building on Lot 2 shall not exceed an impervious area of not more than (70%). The Free-Standing Emergency Room on Lot 3 shall not exceed an impervious area of not more than (70%).
3. **(Restated Condition)** The maximum building height within the CPUD shall be 45 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in

EXHIBIT "A"

the calculation of building height.

Landscaping

4. **(Restated Condition)** All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
5. **(Restated Condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
6. **(Restated Condition)** A Landscape maintenance plan, executed in accordance with the Land Development regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

7. **(Restated Condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.
8. **(Amended Condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetative area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lot 1, the location of the native vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Shts. 1&2 of 2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 shall comply with Sht. 4 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sht. _____ by _____, Landscape Architect, dated _____.
9. **(Amended Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID practices: Integration Wetlands and Enhancing Storm water Basins." Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the landscape plans by Richard L. Poore, Landscape Architect, dated June 2016. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016;

EXHIBIT "A"

Lot 3 shall comply with Sht. _____ by _____, Landscape Architect, dated _____.

10. **(Amended Condition)** A Preserve area maintenance plan, executed in accordance with the Land development regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15 and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016. Lot 3 shall comply with Sht. _____ by _____, Landscape Architect, dated _____.

Tree Mitigation

11. **(Amended Condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

Lot #1	Lot #2	Lot #3	Lot #4
Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50
Highrise Oak = \$8,075	Highrise Oak = \$8,075	Highrise Oak = \$8,075	Highrise Oak = \$8,075
Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50

Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Prior to Issuance of Site Permits

12. **(Restated Condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.
13. **(Restated Condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
14. **(Restated Condition)** Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
15. **(Restated Condition)** All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.
16. **(Restated Condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

EXHIBIT "A"

Development and Construction

17. **(Restated Condition)** "Hat racking" of trees is prohibited on the property.
18. **(Restated Condition)** All on-site utilities must be buried except for the existing FPL transmission line.
19. **(Restated Condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.
20. **(Amended Condition)** ~~The developer of Culver's of Stuart 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.~~ of the Free-Standing Emergency Room, HCA Health Services of Florida, Inc., must pay the applicable water and sewer availability fee, for development of Lot 3, in accordance with chapter 42 of the city's code.
21. **(Restated Condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.
22. **(Restated Condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 pm to 3:00 pm on weekdays.
23. **(Restated Condition)** All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.
24. **(Restated Condition)** Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.
25. **(Restated Condition)** Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
26. **(Restated Condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting for Lot 4 shall comply with Photometric Plan and Details prepared by LCA Architecture, Inc., dated 01.15.2015. Site lighting for Lot 2 shall comply with Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16. Site lighting for Lot 3 shall comply with _____

EXHIBIT "A"

27. **(Restated Condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
28. **(Restated Condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.
29. **(Restated Condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.
30. **(Restated Condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.
31. **(Restated Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins." The proposed dry retention of lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 3 shall
32. **(Amended Condition)** In the event of any conflict in the provisions of Exhibit ~~'C'~~ 'E' Development Conditions and the Revised CPUD, and attached exhibits, this Exhibit ~~'C'~~ 'E' shall prevail. Notwithstanding any other conditions, each lot owner within the CPUD Property shall responsible for compliance of its respective lot within the CPUD Property with Ordinance 2297-2014, as amended.
33. **(Restated Condition)** Prior to certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site storm water system as well as the entire CPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots 3 & 4

34. **(Amended Condition)** The developer may grade into ~~20%~~ 100% of the re-created native vegetation area in order to meet stormwater needs for remaining lot 3. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on

EXHIBIT "A"

the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.

35. **(Restated Condition)** Parking areas shall be interconnected throughout the CPUD.
36. **(Restated Condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.
37. **(Restated Condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.
38. **(Amended Condition)** No trailers, pre-fabricated, or modular structures shall be permitted except on a temporary basis ~~to assist in development and with rentals and sales of realty within the CPUD, unless approved and deemed accepted by the State of Florida. Such~~ trailers shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer accordingly shall be deemed a violation of the City Code.
39. **(Restated Condition)** Subject to the provisions of the LDR, the developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended Condition)** Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT Lot 1	
Site and building permit application deemed sufficient for permit review under city codes and standards.	Jan 30, 2015
Final Certificate of Occupancy for all site and building improvements	June 30, 2016

TIMETABLE OF DEVELOPMENT Lot 4 Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	Jan 30, 2018
Final Certificate of Occupancy for all site and building improvements	June 30, 2019

TIMETABLE OF DEVELOPMENT Lot 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and	Dec. 30, 2016

EXHIBIT "A"

standards.	
Final Certificate of Occupancy for all site and building improvements	Dec. 30, 2017

TIMETABLE OF DEVELOPMENT Lot 3 Applicant's Free-Standing Emergency Room Major Amendment to the CPUD

<u>Site and building permit application deemed sufficient for permit review under city codes and standards.</u>	<u>(Dates will be added By City of Stuart)</u>
<u>Final Certificate of Occupancy for all site and building improvements</u>	<u>(Dates will be added By City of Stuart)</u>

Allowable Uses

41. **(Restated Condition)** The following uses shall be permitted considering Sec. 601.13. Off-street parking schedule of the City's Land Development Code – as the standard for required off-street parking.
- a. Gas station and convenience store
 - b. Professional office, including medical
 - c. Retail
 - d. Restaurant
 - e. Restaurant with fast food drive-thru (see condition 50 below)

Prohibited

42. **(Amended Condition)** No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers, unless approved and deemed accepted by the State of Florida.
43. **(Restated Condition)** Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.
44. **(Restated Condition)** Billboards are prohibited on the property.
45. **(Restated Condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.
46. **(Restated Condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.
47. **(Restated Condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
- a. The Development Director approves the P.A. system
 - b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
 - c. A feature known as Automatic Volume Control or "AVC" is used to reduce the



AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Theodore A. Schiff , as authorized representative of T&R Associates, LLC, the manager for Stuart 24 Associates, LLC, a Florida limited liability company, record title owner of Lot # 4 within the CPUD created by City of Stuart Ordinance 2297-2014 (the "CPUD"), have no objection and hereby authorizes HCA Health Services of Florida Inc. ("HCA") to pursue a Third Major amendment to the CPUD which is limited to:

- 1) incorporating the following language, or substantially similar language into the C-PUD, eliminating the need for a Property Owners Association,

After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

- a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,*
 - b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,*
 - c. Landscape strips straddling lot lines of lots 2, 3, and 4,*
 - d. Entrance aprons from S.E. Kanner Hwy and*
 - e. The north-south connecting drive aisle extending through lots 2, 3, and 4;*
- 2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003);
 - 3) within Amended Condition 2 of Exhibit "E", the amended CPUD shall include an impervious area of sixty-five percent (65%) for lot 4; and
 - 4) within Section 7 the amended CPUD and Amended Condition 32 of Exhibit E, the amended CPUD shall provide that each lot owner within the CPUD property shall be responsible for its respective lot's compliance, severally.

This statement of no objection and authorization is contingent upon the Owners or Authorized Representatives of lots 1 and 2 signing similar statements of authorization. This statement of no objection and authorization as to lot 4 shall terminate upon the approval of the Third Major amendment to the CPUD.

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IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this 27 day of October, 2023.

Signed, sealed and delivered in our presence:

OWNER:

Stuart 24 Associates, LLC
a Florida limited liability company
By Its Manager, T&R Associates, LLC
a Wyoming Limited liability company
By Its Manager, RIS Associates, LLC, a
Wyoming limited liability company

Salvador Novoa

By:

Theodore A. Schiff
Theodore A. Schiff President and
Authorized Signer

Salvador Novoa (print name)

Vilma Novoa

Vilma Novoa (print name)

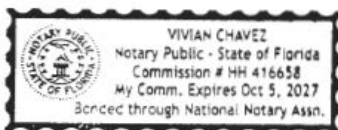
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by Theodore A. Schiff by means of ☒ physical presence, or ☐ online notarization, who is ☒ personally known to me or ☐ who has produced _____, on October 27, 2023.

WITNESS my hand and notarial seal.

(SEAL)



Vivian Chavez

Notary Public

Vivian Chavez

Print Name of Notary

My Commission Expires: 10/5/2027



AUTHORIZATION FORM FOR AMENDMENT TO CPUD

I, Theodore A. Schiff , as authorized representative of T&R Associates, LLC, the manager for Stuart 24 Associates, LLC, a Florida limited liability company, record title owner of Lot # 4 within the CPUD created by City of Stuart Ordinance 2297-2014 (the "CPUD"), have no objection and hereby authorizes HCA Health Services of Florida Inc. ("HCA") to pursue a Third Major amendment to the CPUD which is limited to:

- 1) incorporating the following language, or substantially similar language into the C-PUD, eliminating the need for a Property Owners Association,

After the initial installation by 2014 Monterey Stuart Associates, LLC under the CPUD Ordinance, all lot owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of:

- a. An 8-foot wall, with 5 feet of preserve on the east and south side of the wall,*
 - b. The entire 40-foot-wide preserve area on the east and south perimeter of the site,*
 - c. Landscape strips straddling lot lines of lots 2, 3, and 4,*
 - d. Entrance aprons from S.E. Kanner Hwy and*
 - e. The north-south connecting drive aisle extending through lots 2, 3, and 4;*
- 2) gaining approval of a development of a Free-Standing Emergency Room on Lot 3 from the City of Stuart (HCA FSER Stuart - Major CPUD # z22100003);
 - 3) within Amended Condition 2 of Exhibit "E", the amended CPUD shall include an impervious area of sixty-five percent (65%) for lot 4; and
 - 4) within Section 7 the amended CPUD and Amended Condition 32 of Exhibit E, the amended CPUD shall provide that each lot owner within the CPUD property shall be responsible for its respective lot's compliance, severally.

This statement of no objection and authorization is contingent upon the Owners or Authorized Representatives of lots 1 and 2 signing similar statements of authorization. This statement of no objection and authorization as to lot 4 shall terminate upon the approval of the Third Major amendment to the CPUD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this 27 day of October, 2023.

Signed, sealed and delivered in our presence:

OWNER:

Stuart 24 Associates, LLC
a Florida limited liability company
By Its Manager, T&R Associates, LLC
a Wyoming Limited liability company
By Its Manager, RIS Associates, LLC, a
Wyoming limited liability company

Salvador Novoa

By:

Theodore A. Schiff

Theodore A. Schiff President and
Authorized Signer

Salvador Novoa (print name)

Vilma Novoa

Vilma Novoa (print name)

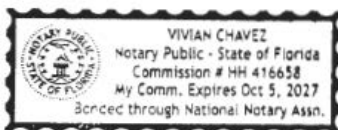
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by Theodore A. Schiff by means of ☒ physical presence, or ☐ online notarization, who is ☒ personally known to me or ☐ who has produced _____, on October 27, 2023.

WITNESS my hand and notarial seal.

(SEAL)



Vivian Chavez

Notary Public

Vivian Chavez

Print Name of Notary

My Commission Expires: 10/5/2027



THIS DOCUMENT PREPARED BY

Andrew P. Gulotta, Esq.
HCA Healthcare, Inc.
1100 Dr. Martin L. King, Jr. Blvd., Suite 500
Nashville, TN 37203

AFTER RECORDING RETURN TO:

First American Title Insurance Company – NCS
Attn.: Rita Bost
2095 Exeter Road, Suite 80-345
Germantown, TN 38138

Parcel Identification Number:
16-38-41-016-000-00030-0

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is made effective as of Sept 16th, 2022, by **16 KANNER, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is 15651 SW Palm Way, Indiantown, FL 34956, to **HCA HEALTH SERVICES OF FLORIDA, INC.**, a Florida corporation ("**Grantee**"), whose mailing address c/o HCA Healthcare, Inc., One Park Plaza, Nashville, TN 37203.

Grantor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, and sell unto Grantee that real property situated in Martin County, Florida, being more particularly described as follows:

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

To have and to hold such real property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, in fee simple forever.

Grantor covenants that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and Grantor fully warrants title to said real property and will defend the same against the lawful claims of all persons whomsoever, subject to real estate taxes for 2022 and subsequent years which are not yet due or payable.

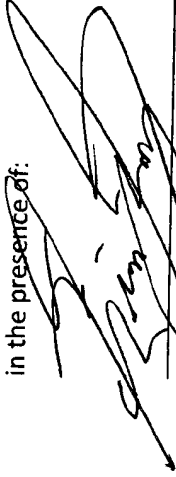
Note to Recorder: This Corrective Warranty Deed is being recorded to revise an erroneous book and page reference in the legal description in General Warranty Deed recorded January 13, 2022 in Book 3285, Page 2946, Martin County Records, upon which documentary stamp taxes were paid, so no additional documentary stamps are due with the recording of this Corrective Warranty Deed.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

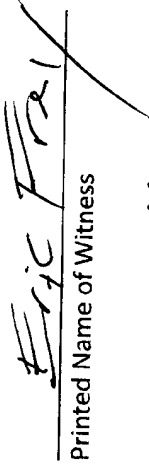
SIGNATURE PAGE TO CORRECTIVE WARRANTY DEED

Grantor has executed these presents in manner and form sufficient to bind Grantor as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Signature of Witness


Printed Name of Witness

Printed Name of Witness



Signature of Witness


Printed Name of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF MARTIN)

Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of August, 2022 by Kevin Collette, the Authorized Member of 16 Kanner, LLC, a Florida limited liability company, who ☐ is personally known or ☒ has produced a driver's license as identification.

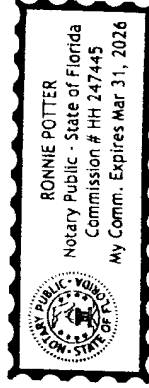
[Notary Seal]

Notary Public:

Printed Name:

My Commission Expires:


Ronnie Potter
03/31/26



GRANTOR:

16 KANNER, LLC,
a Florida limited liability company

By:


Kevin Collette, Authorized Member

INCUMBENCY CERTIFICATE
HCA HEALTH SERVICES OF FLORIDA, INC.

The undersigned, being the Vice President and Secretary of **HCA HEALTH SERVICES OF FLORIDA, INC.**, a Florida corporation (the "Company"), does hereby certify that the following named persons have been duly elected and are a current officer of the Company holding the office set forth opposite his name below with authority to sign on behalf of said Company:

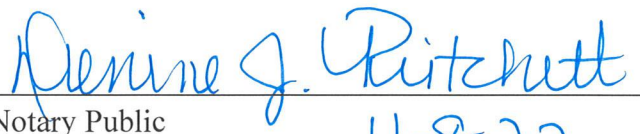
<u>Name</u>	<u>Office</u>
Nicholas L. Paul	Vice President
Jay Finnegan	Vice President

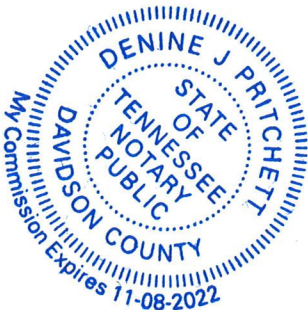
19th IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this day of September, 2022.

By: 
John M. Franck II
Vice President and Assistant Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

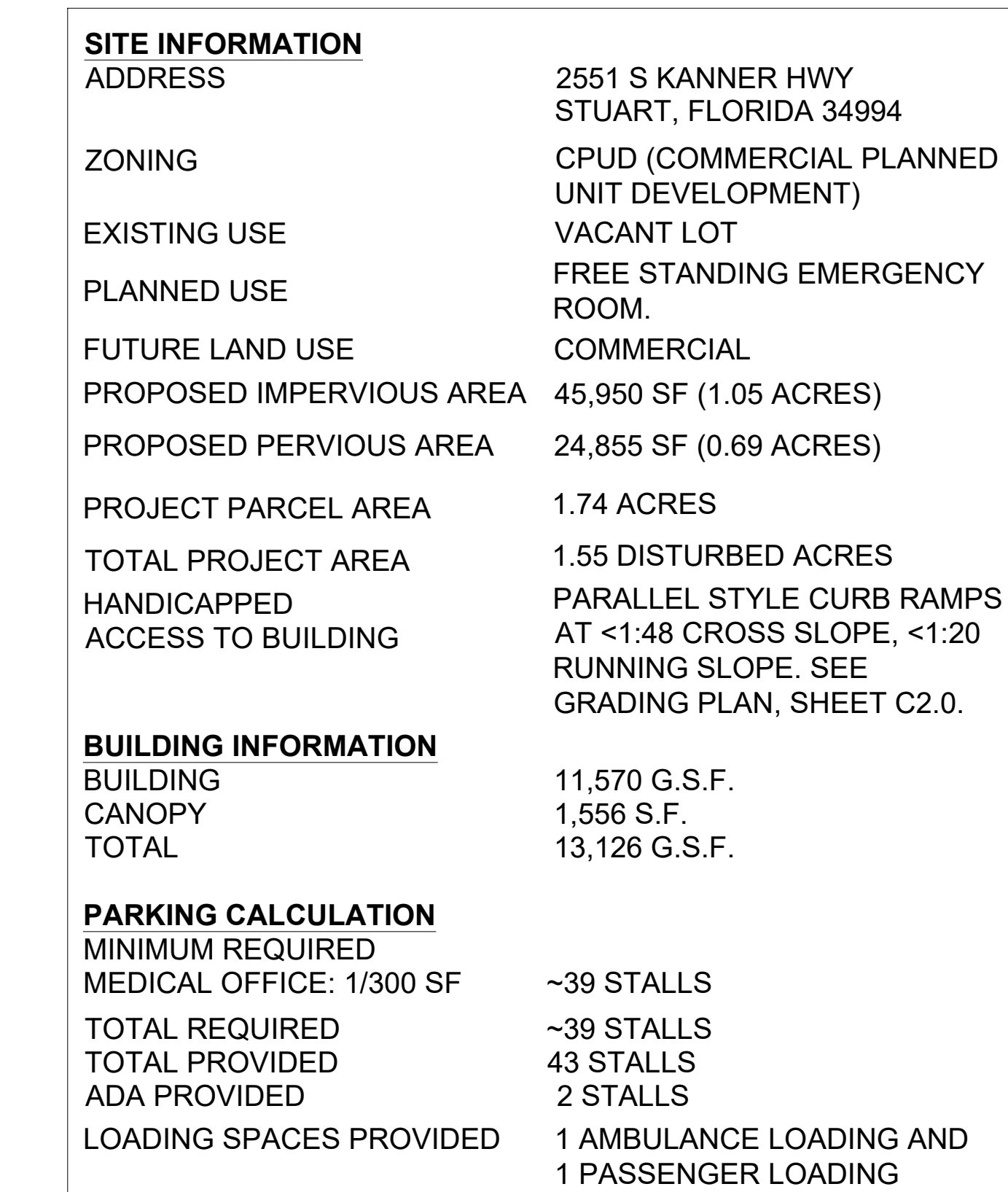
The foregoing instrument was acknowledgment before me on this 19th day of September, 2022, by John M. Franck II], with whom I am personally acquainted, and who, upon oath, acknowledged he is the Vice President and Assistant Secretary of HCA Health Services of Florida, Inc., a Florida corporation.


Notary Public
My Commission Expires: 11-8-22





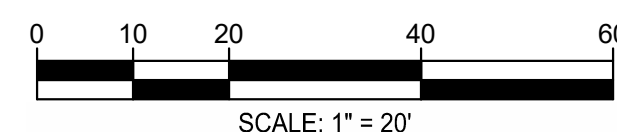
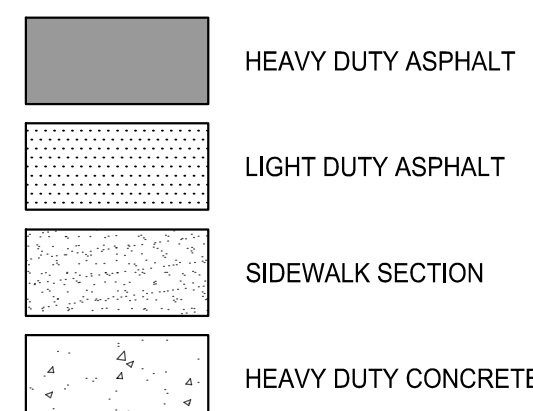
Know what's below.
Call before you dig.



NOTES:

1. THE CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES AND STORM DRAINAGE. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
4. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAYBE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF FINAL PAVEMENT.
5. CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE CLASS "A" (4,000 PSI) UNLESS OTHERWISE NOTED.
6. ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
7. DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
8. ALL CURB TURNOUT, EDGE OF PAVEMENT, AND STRIPING RADII ARE FOUR FEET (4') UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO VERIFY ALL REQUIRED CLEARANCES FROM OVERHEAD POWER LINES PRIOR TO THE START OF CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD OR UNDERGROUND ELECTRICAL WORKS AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRING, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES MUST BE TAKEN.
11. IN EASEMENTS AND RIGHTS-OF-WAYS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT AS NOTED.
12. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
13. SURPLUS MATERIAL NOT REQUIRED FOR SITE CONSTRUCTION SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AFTER THE OWNER'S APPROVAL AT A PROPERLY PERMITTED LOCATION.
14. FILL MATERIAL REQUIRED SHALL BE BORROWED AT THE CONTRACTOR'S EXPENSE.
15. TRAFFIC CONTROL, IF REQUIRED, SHALL BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
16. IN THE EVENT OF ANY DISCREPANCY AND/OR ERROR FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY REVISION.
17. CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND THE REQUIREMENTS OF THE LOCAL UTILITY COMPANIES.
18. BUILDING CONTROL POINTS, GRADE AND OFFSET STAKES ARE TO BE SET BY THE CONTRACTOR.
19. PROVIDE 24" TAPER ON ENDS OF ALL CURBS THAT TERMINATE.

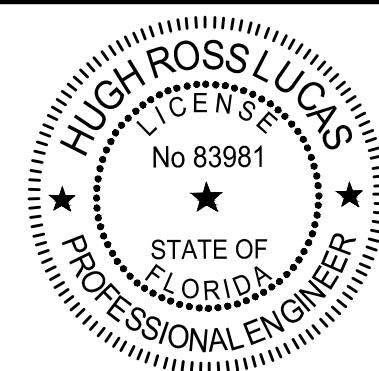
PAVING LEGEND



SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS

2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
NFO@FULMERLUCAS.COM - (615) 345-3770



SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

SITE PLAN FOR:

SITE LAYOUT PLAN

C1.0

1131-44 STUART FSER



PARCEL ID: 16-38-41-016-000-00020-0
O.R.B. 3305, PG. 2623
OWNER: GVT GRANDKIDS TRUST
ADDRESS: 2501 S. KANNER HIGHWAY
STUART, FLORIDA
ZONING:CPUD
EXISTING USE: RESTAURANT
LOT 2
ES AT MONTEREY AND KANNER REPLAT
P.B. 17, PG. 39

LOT 4
SHOPPES AT MONTEREY AND KANNER REPLAT
P.B. 17, PG. 39

PARCEL ID: 16-38-41-016-000-00040-0
O.R.B. 2811, PG. 0120
OWNER: STUART 24 ASSOCIATES LLC
ADDRESS: 2601 S. KANNER HIGHWAY
STUART, FLORIDA
ZONING:CPUD
EXISTING USE: MEDICAL CLINIC

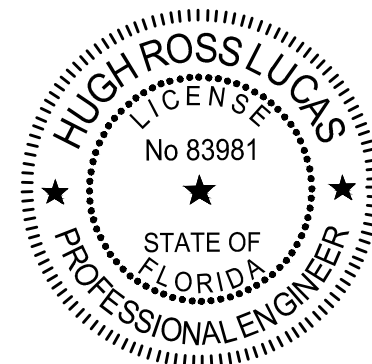
LEGEND

 VEHICLE PATH
 TIRES
 VEHICLE BODY

Aerial Fire Truck	
Overall Length	39.000ft
Overall Width	8.167ft
Overall Body Height	7.500ft
Min Body Ground Clearance	0.750ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

City of Stuart Sanitation Truck	
Overall Length	40.000ft
Overall Width	8.042ft
Overall Body Height	12.272ft
Min Body Ground Clearance	0.961ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	27.400ft

FULMER LUCAS



SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER

2551 S KANNER HWY
STUART, FLORIDA 34994

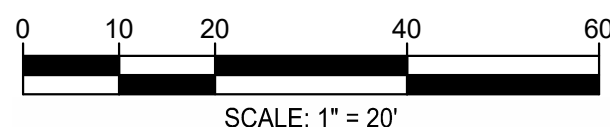
SITE PLAN FOR:

[illegible]

AUTO-TURN
EXHIBIT

C1.2

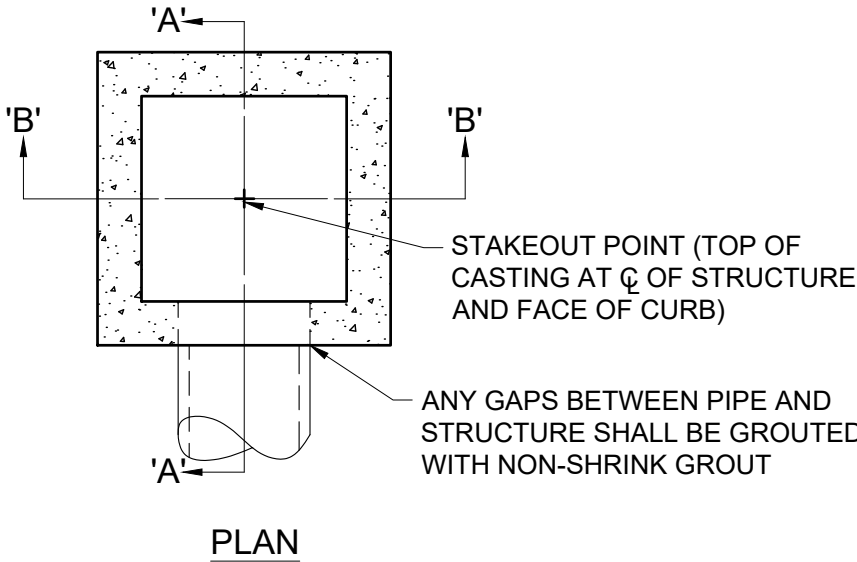
1131-44 STUART FSER



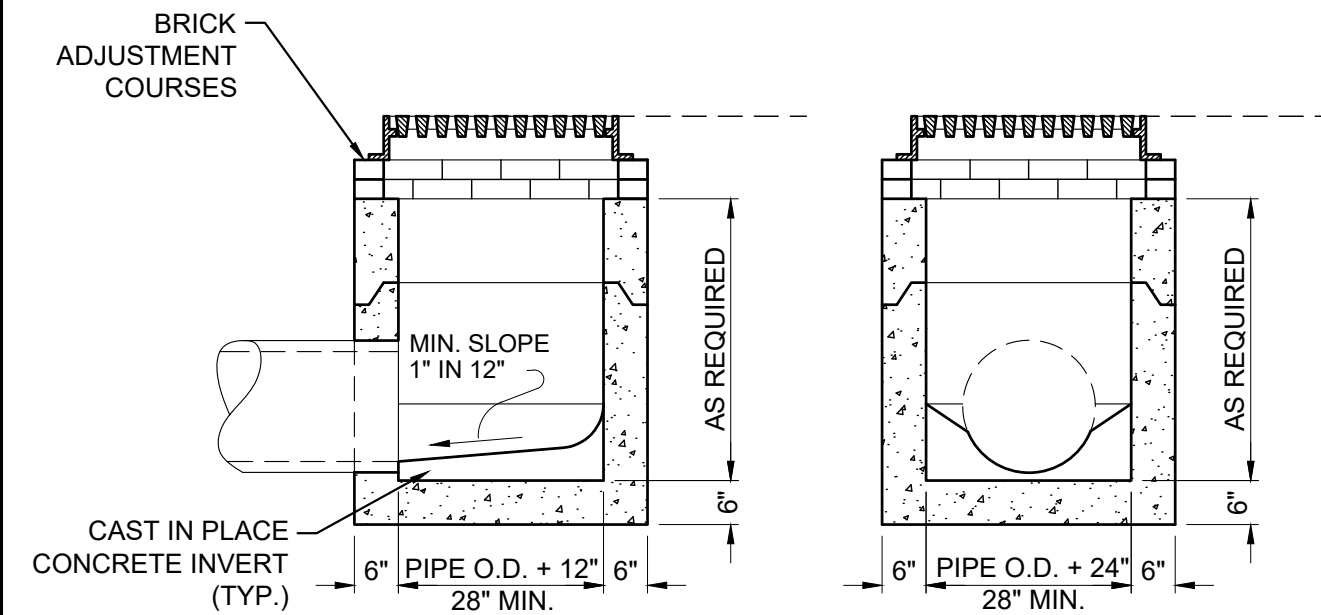
SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

NOTES:

1. CONCRETE TO BE 4,000 P.S.I. AT 28 DAYS AND REINFORCED WITH NO. 4, GRAD 60 BARS.
2. PROVIDE 1/2" THICK LEDGER PLATES WHERE MORE THAN TWO CASTINGS ARE REQUIRED.
3. CASTING EQUAL OF JOHN BOUCHARD 4310 OR NEENAH R-3339-A.



PLAN



SECTION A-A

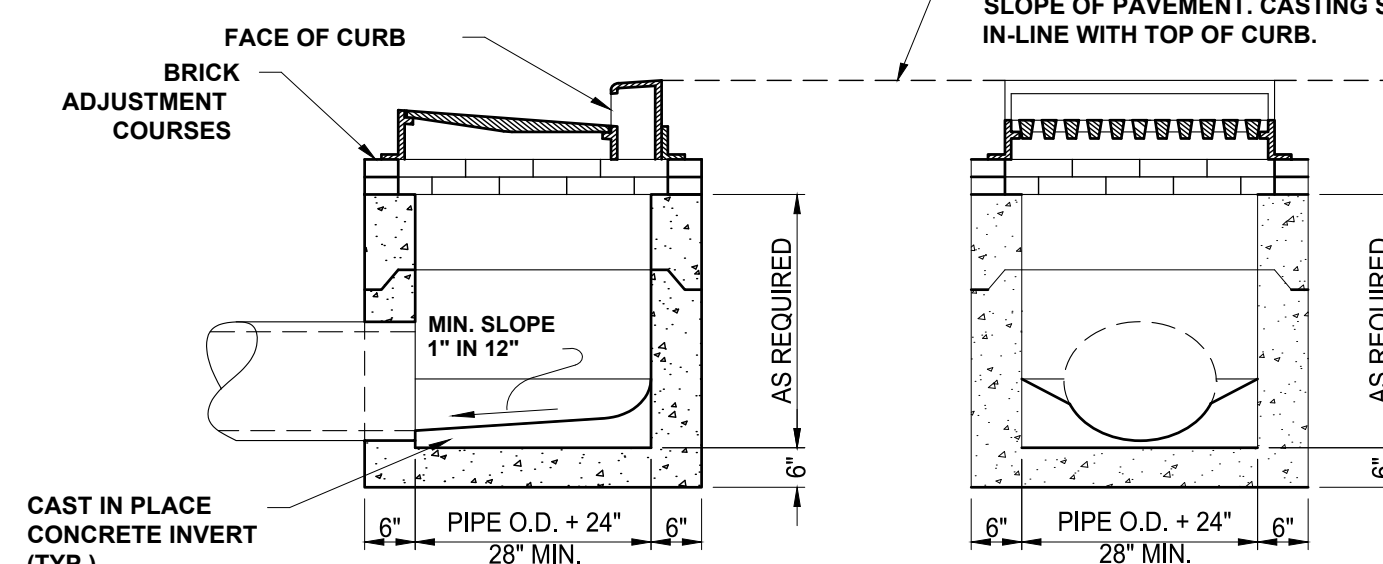
SECTION B-B

PRECAST CATCH BASIN

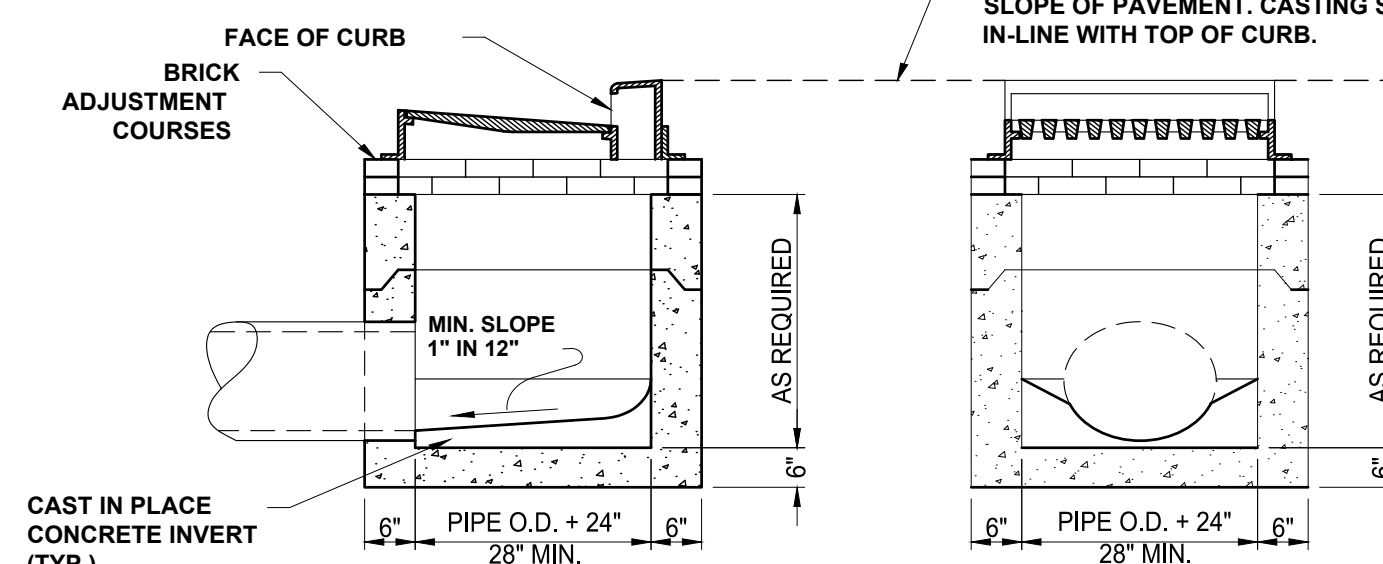
N.T.S.

NOTE:

1. PRECAST 4' DIAMETER CIRCULAR SECTION MAY BE USED IN LIEU OF THAT SHOWN FOR PIPE SIZES UP TO 24".
2. CONCRETE TO BE 3,000 P.S.I. AT 28 DAYS AND REINFORCED WITH MIN. OF NO. 4, GRADE 60 4x4 W7 x W7 STEEL FABRIC
3. CASTING EQUAL OF NEENAH R-3246 OR JOHN BOUCHARD 3080.



PLAN



SECTION A-A

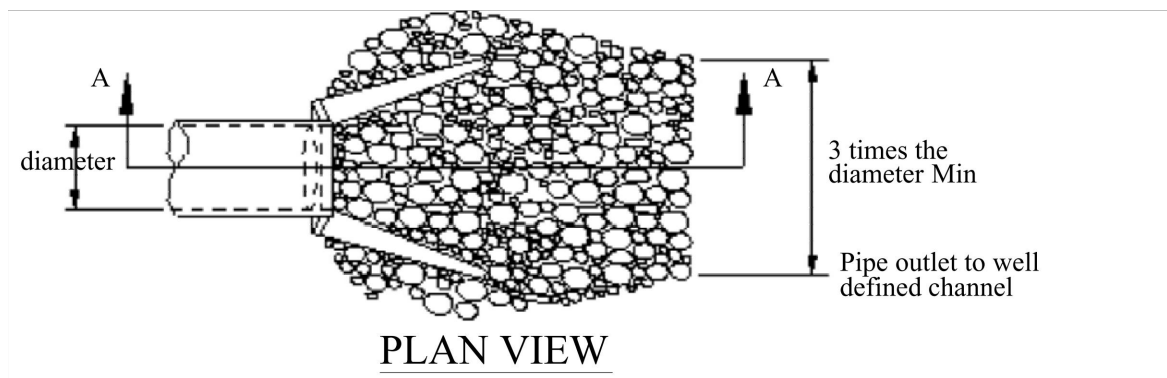
SECTION B-B

SINGLE PRECAST CURB INLET

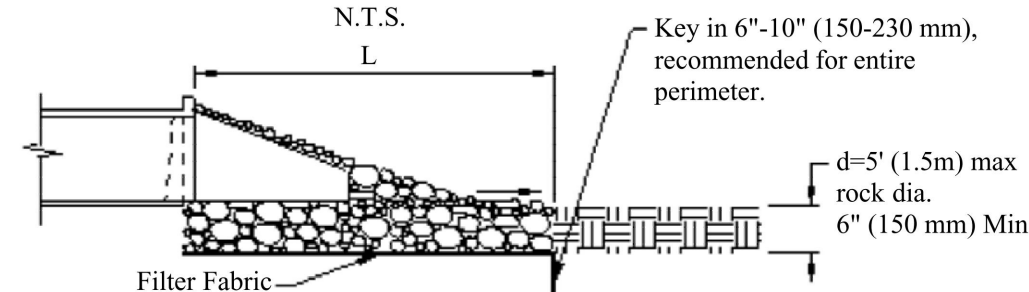
N.T.S.

ACTIVITY: Outlet Protection

PESC – 07



PLAN VIEW



SECTION A-A

N.T.S.
Adapted from: Virginia Erosion & Sediment Control Handbook, 1992

Pipe Diameter in (mm)	Discharge ft ³ /s (m ³ /s)	Apron Length, L ft (m)	Rip-Rap D ₅₀ Diameter Min in (mm)
12 (300)	4.9 (0.14) 9.89 (0.28)	10 (3) 13 (4)	4 (100) 6 (150)
18 (450)	9.89 (0.28) 20.13 (0.57) 30.01 (0.85) 39.90 (1.13)	10 (3) 16 (5) 23 (7) 26 (8)	6 (150) 8 (200) 12 (300) 16 (400)
24 (600)	30.01 (0.85) 39.90 (1.13) 50.14 (1.42) 60.03 (1.70)	16 (5) 26 (8) 26 (8) 30 (9)	8 (200) 8 (200) 12 (300) 16 (400)

For larger or higher flows,
consult a registered civil engineer

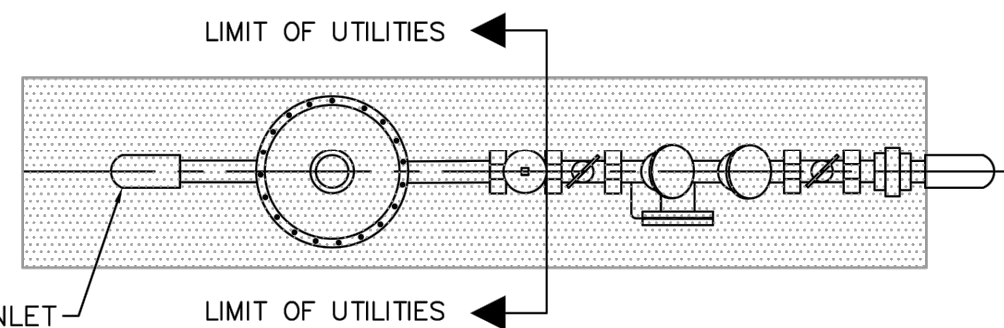
Source: Adapted from USDA-SCS

Figure PESC-07-1
Outlet Protection Sizing

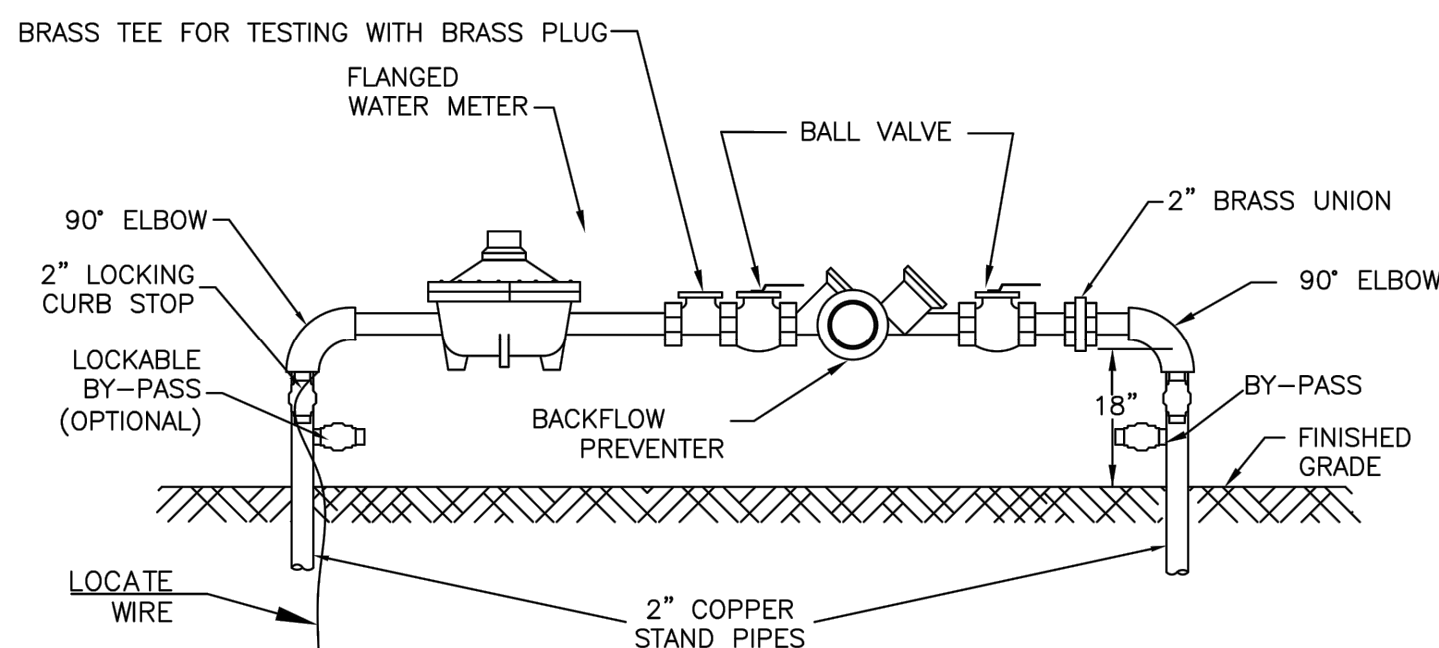
Volume 4:
BMP For Development Activity –
Permanent E&S Control Management Practices

PESC-07-3

February 2000



PLAN VIEW



PROFILE VIEW

1", 1.5" & 2" POTABLE / RECLAIMED
WATER METER & BACKFLOW
PREVENTION ASSEMBLY SERVICE
(COMMERCIAL)

NOTES:

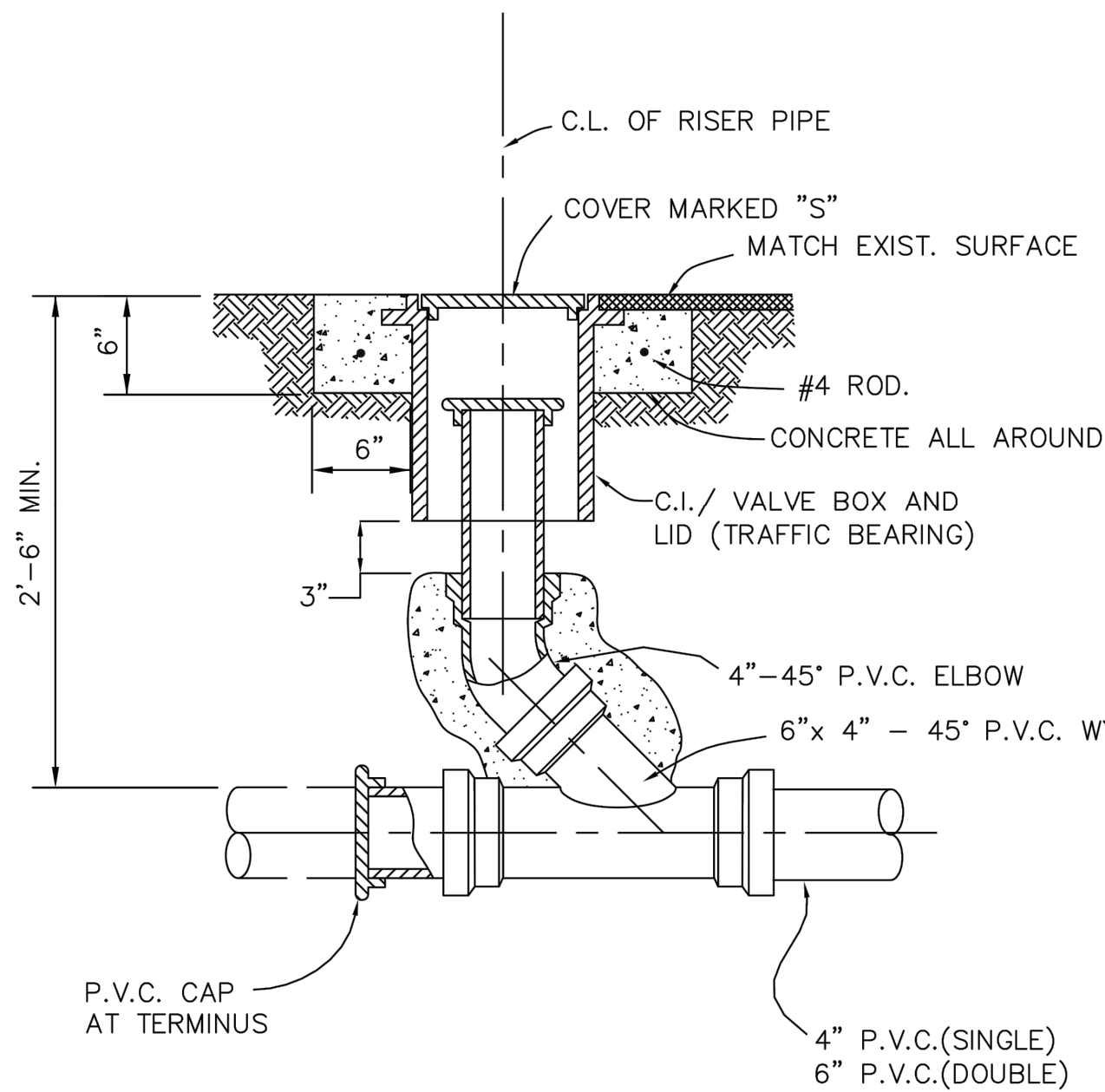
1. LANDSCAPING REQUIRED PER CITY OF STUART ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS. MUST BE SCREENED, NO GROW IN PERIOD.
2. ASSEMBLY TO BE 18" FROM FINISH GRADE TO CENTERLINE OF THE 90° BEND.
3. RECLAIMED WATER METER ASSEMBLY MUST BE PAINTED PANTONE PURPLE 522.
4. NO SOLDER JOINTS.
5. NO TAPS OR CONNECTIONS ALLOWED BETWEEN METER AND BACKFLOW PREVENTION DEVICE.
6. METERS 1.5" OR LARGER ARE TO BE PROVIDED BY THE DEVELOPER PER CITY'S APPROVED PRODUCTS LIST.



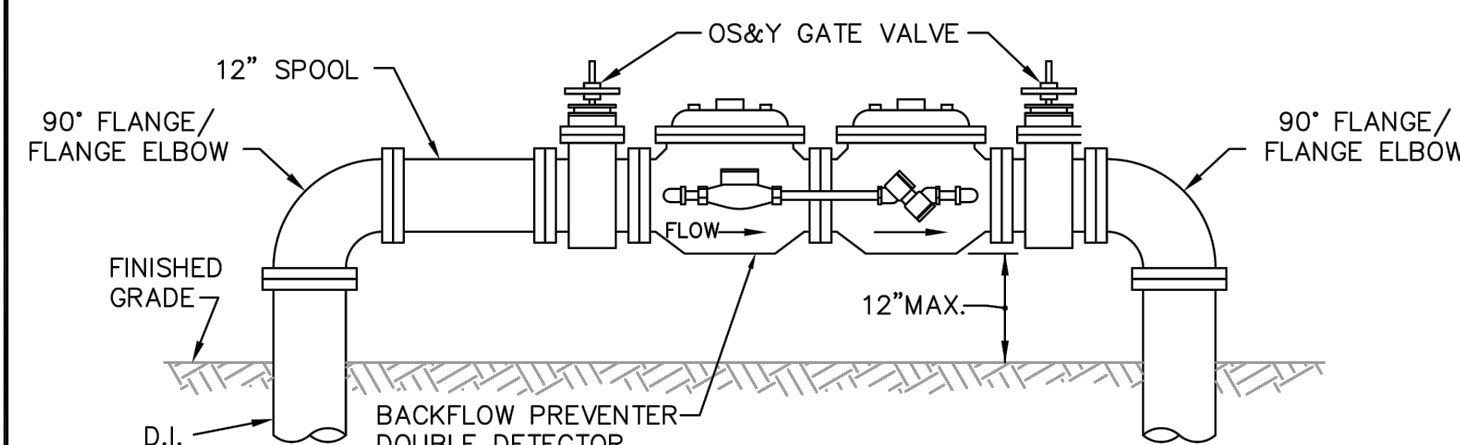
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
FILE NAME: 2021 COS Std Details.dwg
SHEET NUMBER: 31



PLAN VIEW



SECTION A-A

DOUBLE CHECK VALVE
w/ DETECTOR CHECK ASSEMBLY / FIRE SERVICE

NOTE:

LANDSCAPING IS REQUIRED PER CITY OR COUNTY ORDINANCE. PLANTINGS MUST SCREEN AT PLANT HEIGHT, NO GROW IN PERIOD.



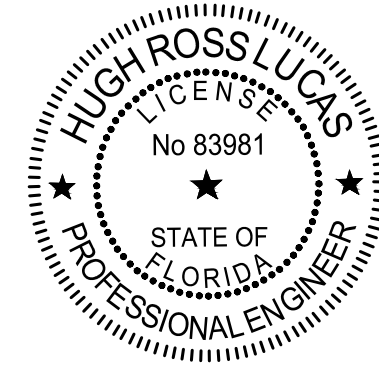
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
FILE NAME: 2021 COS Std Details.dwg
SHEET NUMBER: 34

FULMER LUCAS

2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770



SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

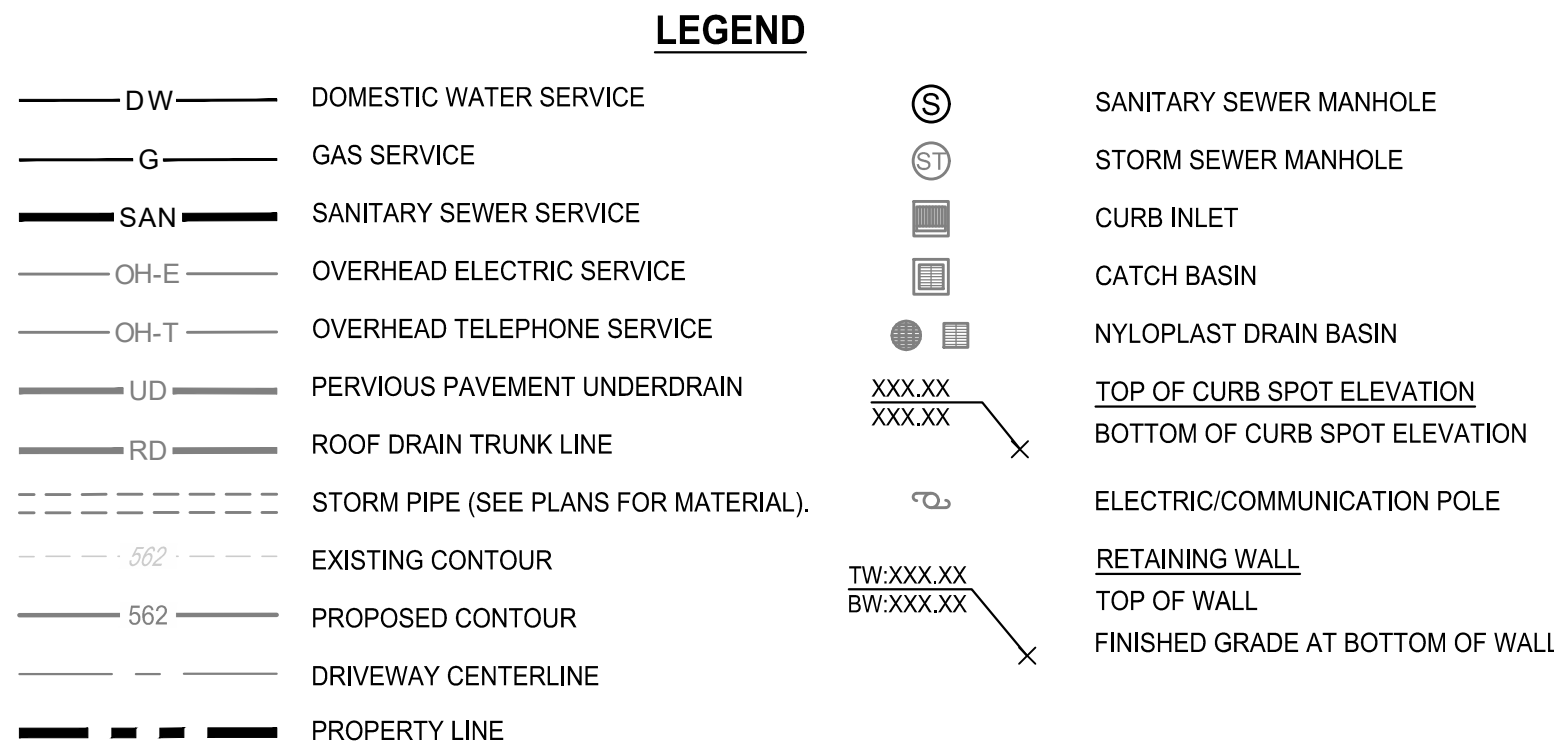
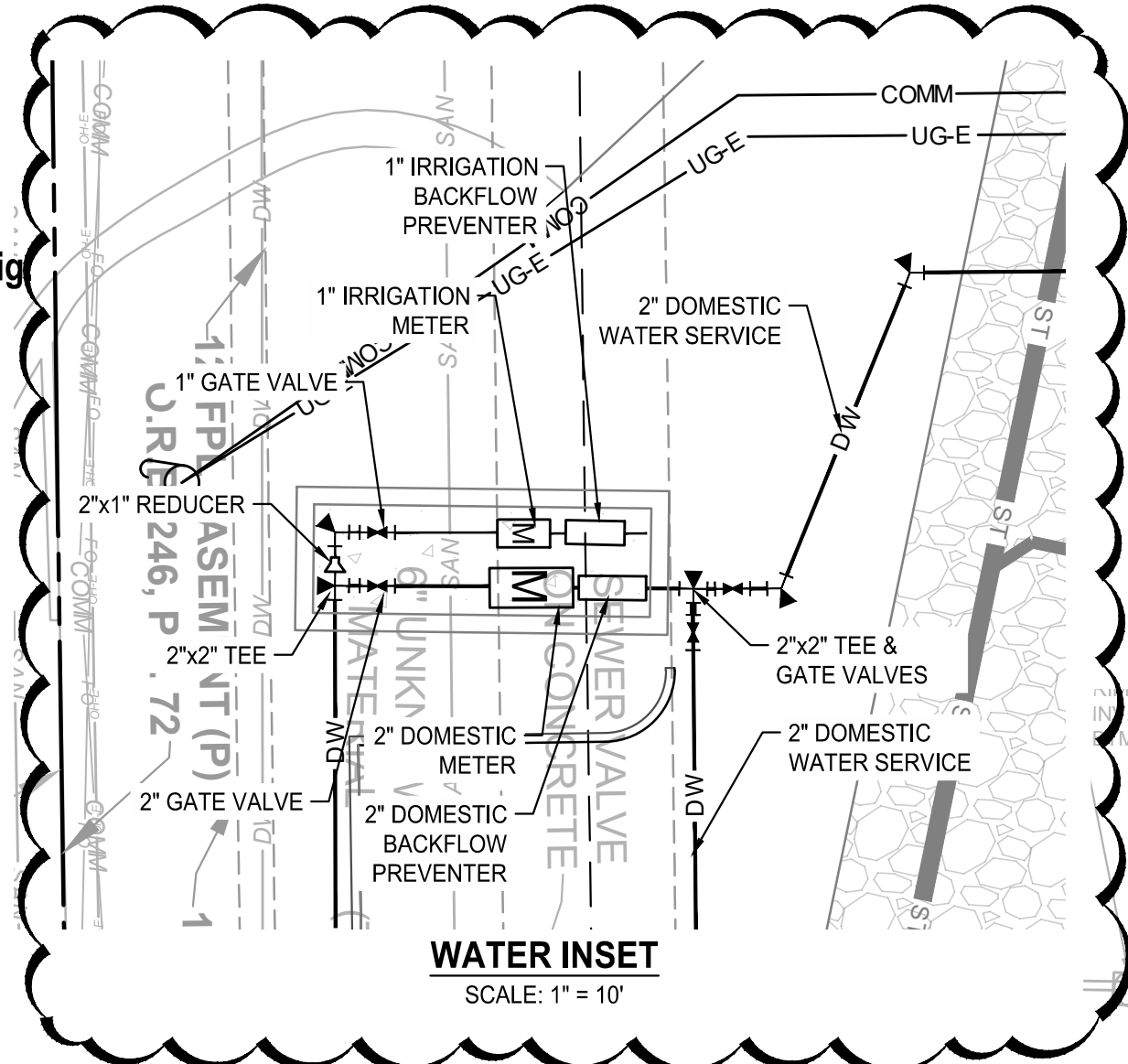
DESCRIPTION
CONSTRUCTION DOCUMENTS

DATE
09/28/2022

REL

SITE DETAILS

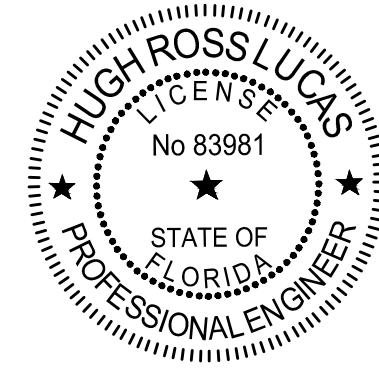
C4.3



- UTILITY NOTES:**
- ALL PIPES UNDER EXISTING PAVED AREAS SHALL BE BACKFILLED TO TOP OF SUBGRADE WITH CRUSHED STONE UNLESS PUBLIC WORKS SPECIFICATIONS REQUIRE FLOWABLE FILL.
 - WHERE SEWER LINES PASS OVER OR WITHIN 2.5' OF WATER MAINS, THE SEWER SHALL BE ENCASED IN CONCRETE.
 - ALL PAVED AREAS SHALL BE CONSTRUCTED TO SUBGRADE AND ALL PROPOSED FILLS SHALL BE MADE AND COMPACTED PRIOR TO CONSTRUCTION OF SANITARY SEWERS.
 - PROPOSED SEWER LINES INSTALLED WITHIN NATURAL EARTH MAY BE SDR 35 PVC. PROPOSED SEWER LINES INSTALLED WITHIN FILL MUST BE DUCTILE IRON PIPE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL BENDS, JOINTS, AND FITTINGS REQUIRED TO CONSTRUCT UTILITIES.
 - THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS OF SANITARY SEWERS PRIOR TO CONSTRUCTION.
 - ALL WATER METERS WILL BE PURCHASED FROM METRO WATER DEPARTMENT.
 - A MINIMUM OF 3' OF GROUND COVER SHALL BE MAINTAINED OVER ALL PROPOSED SANITARY SEWER MAINS.
 - SEE MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATIONS OF SEWER CONNECTIONS, WATER CONNECTIONS, AND GAS CONNECTIONS. THE UTILITY CONTRACTOR IS TO INSTALL PROPOSED UTILITIES TO WITHIN 5' OF THE BUILDING LINE. A LICENSED SPRINKLER CONTRACTOR MUST INSTALL SPRINKLER SYSTEM PIPING FROM POINT OF SERVICE, IF APPLICABLE.
 - ALL UTILITY INSTALLATION IS TO BE DONE IN ACCORDANCE WITH THE LOCAL STANDARDS OR OTHER APPLICABLE CODES.
 - GC SHALL REVIEW UTILITY COMPANY SPECIFICATIONS PRIOR TO INITIATING WORK.
 - CURRENT SERVICE TO EXISTING STRUCTURES SHALL NOT BE INTERRUPTED WITHOUT ADVANCED WRITTEN PERMISSION FROM THE OWNER.

FULMER LUCAS

2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770



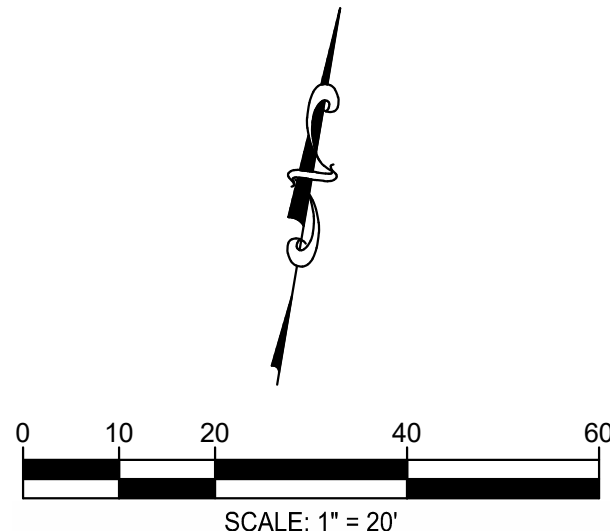
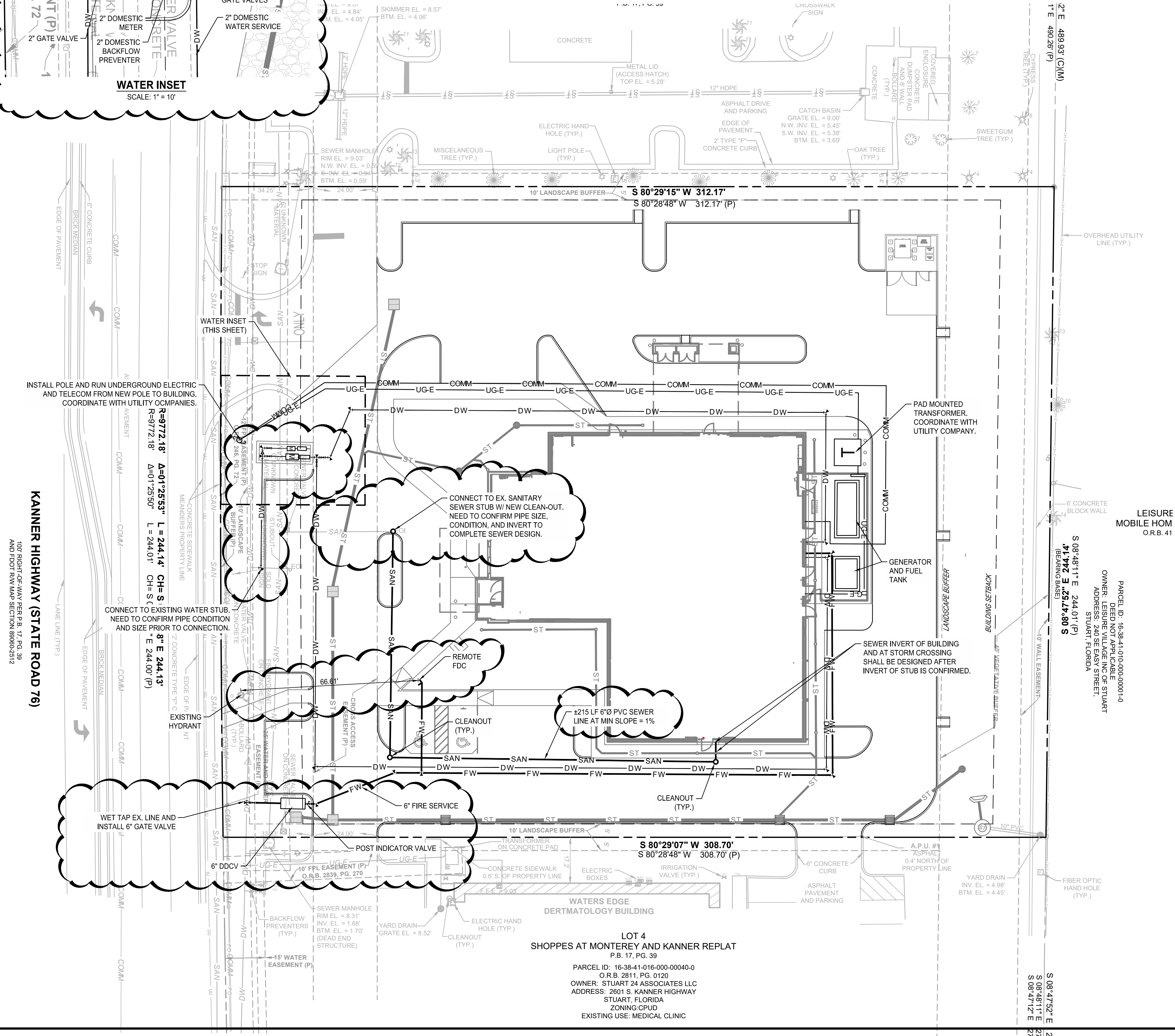
SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

SR.	DATE	DESCRIPTION
	09/28/2022	CONSTRUCTION DOCUMENTS

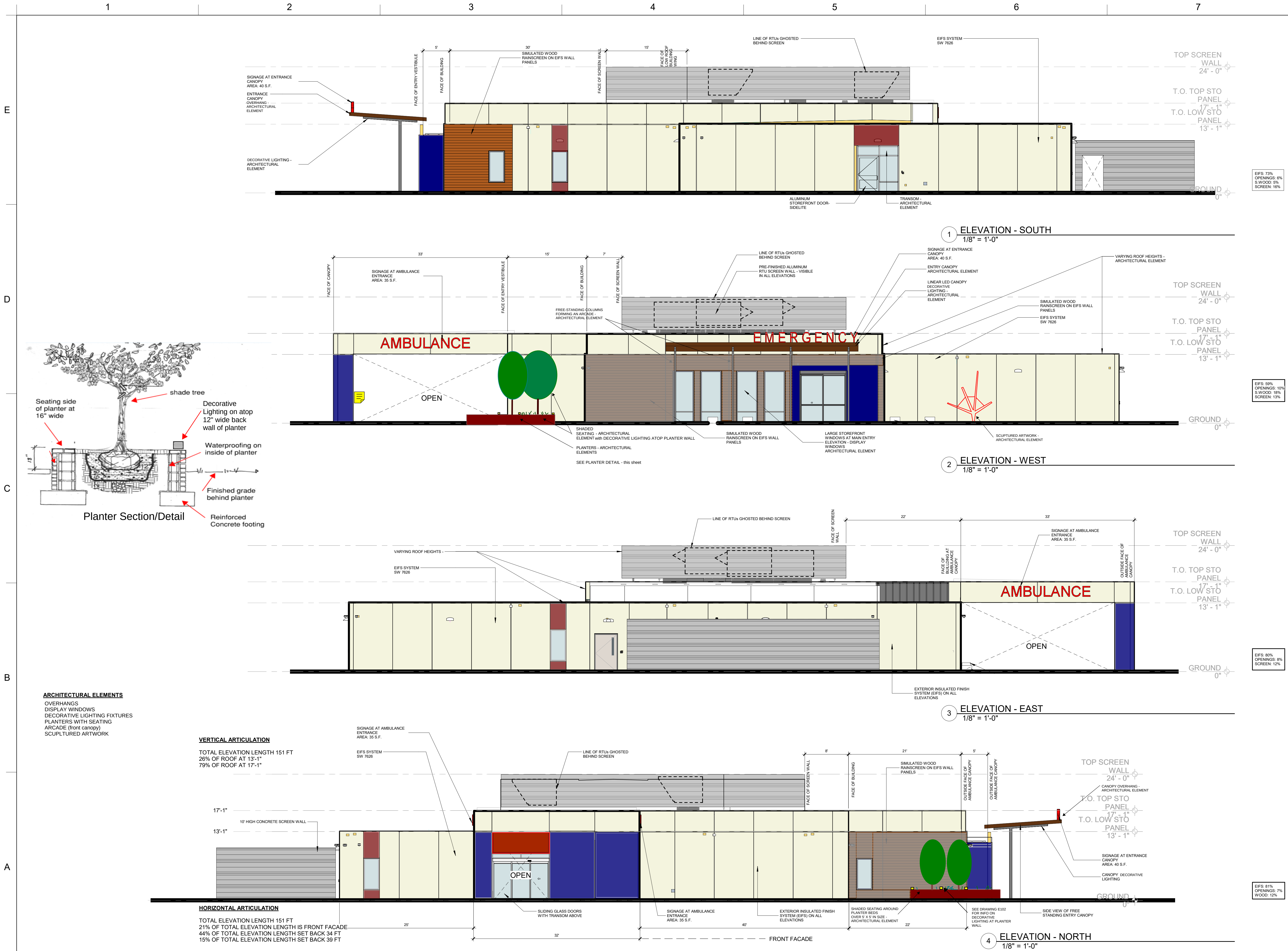
SITE UTILITY
PLAN

C3.0

1131-44_STUART FSER



SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)



HCA Florida St. Lucie
Hospital -
Stuart FSER

GIATTINA AYCOCK
ARCHITECTURE STUDIO INC.
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAstudio.com

STAMP:

NUM.	DESCRIPTION	DATE

NOTES & LEGEND

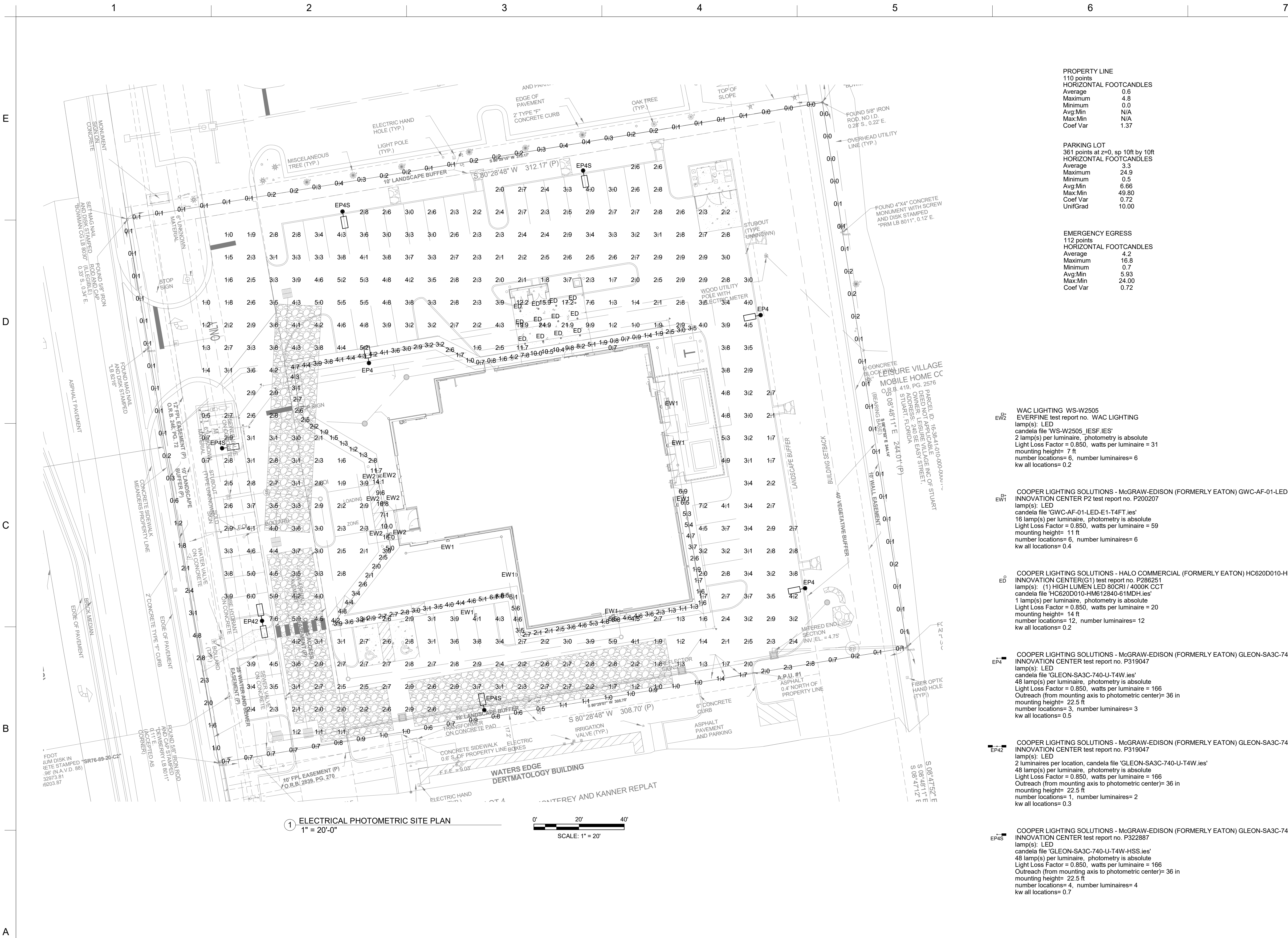
STO COLORS	
A	ZURICK WHITE TYPICAL PANEL COLOR NOT DESIGNATED B OR C
B	PANTONE 289 C (NAVY BLUE)
C	PANTONE 7579 C (BURNT ORANGE)
METAL PANEL COLORS	
D	PANTONE 424 C (SLATE)

CURRENT DRAWING SET:
DESIGN
DEVELOPMENT

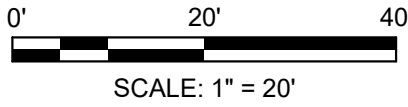
ISSUE DATE: 9/26/2022
1/23/2023 revised

SHEET:
BUILDING
ELEVATIONS

A201



1 ELECTRICAL PHOTOMETRIC SITE PLAN
1" = 20'-0"



PROPERTY LINE

110 points	
HORIZONTAL FOOTCANDLES	4.2
Average	0.6
Maximum	4.8
Minimum	0.0
Avg:Min	N/A
Max:Min	N/A
Coef Var	1.37

PARKING LOT

361 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	3.3
Average	24.9
Maximum	0.5
Minimum	6.66
Avg:Min	49.80
Max:Min	0.72
UniGrad	10.00

EMERGENCY EGRESS

112 points	
HORIZONTAL FOOTCANDLES	4.2
Average	16.8
Maximum	0.7
Minimum	5.93
Avg:Min	24.00
Max:Min	0.72
Coef Var	

WAC LIGHTING WS-W2505
EVERFINE test report no. WAC LIGHTING
lamp(s): LED
candela file 'WS-W2505_IESF.ies'
2 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 31
mounting height= 7 ft
number locations= 6, number luminaires= 6
kw all locations= 0.2

COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GWC-AF-01-LED-E1-T4FT
INNOVATION CENTER P2 test report no. P200207
lamp(s): LED
candela file 'GWC-AF-01-LED-E1-T4FT.ies'
16 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 59
mounting height= 11 ft
number locations= 6, number luminaires= 6
kw all locations= 0.4

COOPER LIGHTING SOLUTIONS - HALO COMMERCIAL (FORMERLY EATON) HC620D010-HM612840-61MDH
INNOVATION CENTER(G1) test report no. P286251
lamp(s): (1) HIGH LUMEN LED 80CRI / 4000K CCT
candela file 'HC620D010-HM612840-61MDH.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 20
mounting height= 14 ft
number locations= 12, number luminaires= 12
kw all locations= 0.2

COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W
INNOVATION CENTER test report no. P319047
lamp(s): LED
candela file 'GLEON-SA3C-740-U-T4W.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 3, number luminaires= 3
kw all locations= 0.5

COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W
INNOVATION CENTER test report no. P319047
lamp(s): LED
2 luminaires per location, candela file 'GLEON-SA3C-740-U-T4W.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 1, number luminaires= 2
kw all locations= 0.3

COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON) GLEON-SA3C-740-U-T4W-HSS
INNOVATION CENTER test report no. P322887
lamp(s): LED
candela file 'GLEON-SA3C-740-U-T4W-HSS.ies'
48 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.850, watts per luminaire = 166
Outreach (from mounting axis to photometric center)= 36 in
mounting height= 22.5 ft
number locations= 4, number luminaires= 4
kw all locations= 0.7

HCA Florida St.
Lucie Hospital
Stuart FSER

CLIENT ADDRESS:
2551 S. KANNER
HIGHWAY
STUART, FLORIDA 34994

GA PROJECT No: 22FD07

**GIATTINA AYCOCK
ARCHITECTURE STUDIO INC.**
2625 5th Avenue North, Building C
Bessemer, AL 35020
P: 205.933.9060
GAStudio.com

STAMP:

REVISION SCHEDULE:

NUM.	DESCRIPTION	DATE
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NOTES & LEGEND

CURRENT DRAWING SET:
PERMIT SET

ISSUE DATE: 11/11/2022

SHEET:
ELECTRICAL
PHOTOMETRIC SITE
PLAN
E101

E

Project	Catalog #	Type
EP2, EP4, EP42		
Prepared by	Notes	Date



McGraw-Edison GLEON Galleon

Area / Site Luminaire

Product Features



Product Certifications



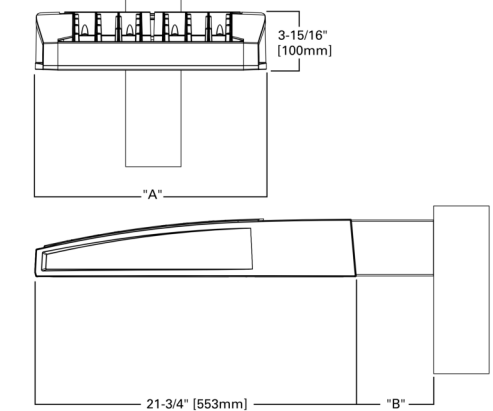
Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 4
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 5

Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt
- Options to meet Buy American and other domestic preference requirements

Dimensional Details



Connected Systems

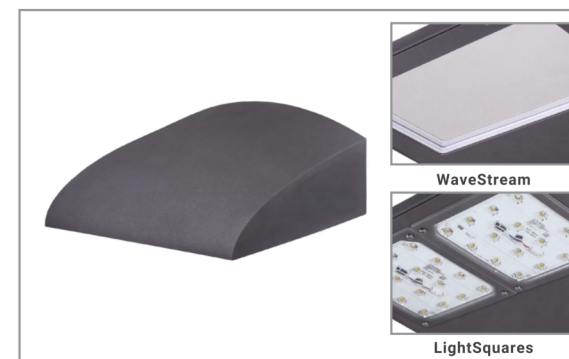
- WaveLinx
- Enlighted



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June 14, 2022 5:49 PM

2

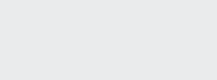
Project	Catalog #	Type
Type LW1		
Prepared by	Notes	Date



Invue ClearCurve Wall

Wall Mount Luminaire

Product Features



Product Certifications



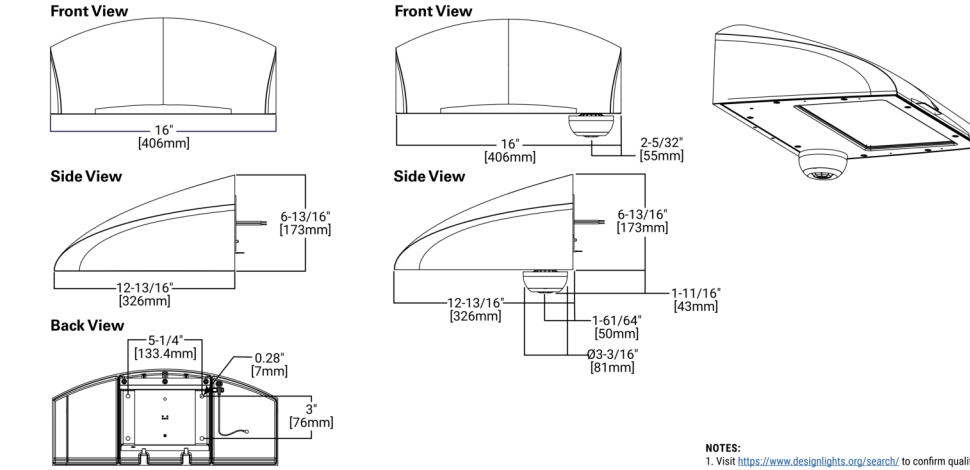
Interactive Menu

- Ordering Information page 2
- Product Specifications page 3
- Energy and Performance Data page 3
- Control Options page 5

Quick Facts

- Available with Visual Comfort or Discrete optics configurations
- Lumen packages range from 1,600 up to 12,000 lumens (18W - 110W)
- Efficacy up to 149 lumens per watt

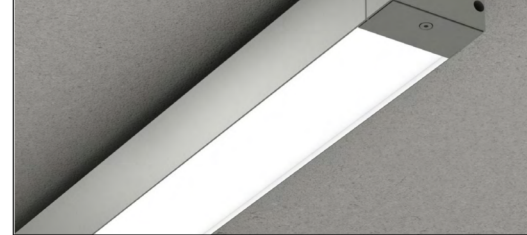
Dimensional Details



PS1615151N page 1
May 23, 2022 8:40 AM

4

Project	Catalog #	Type
Type LWS8		
Prepared by	Notes	Date



PERFORMANCE PER LINEAR FOOT AT 3500K

NOMINAL LUMEN OUTPUT	INPUT WATTS	EFFICACY
1000 lm/ft	11.5 W/ft	87 lm/W

Please consult factory for custom lumen output and wattage.

Ordering Guide

WBSLED	PRODUCT ID	NOM LUMEN/FT	CM	COLOR TEMP	S	LENGTH (FT)
WBSLED	Surface LED	400 400 lm/ft - Min. 1000 1000 lm/ft - Max.	80 80 CRI 90 90 CRI	27 2700 K 30 3000 K 35 3500 K 40 4000 K	S satin lens	2 2' 3 3' 4 4' 5 5' 6 6'

FINISH	VOLTAGE	DRIVER	CIRCUITS	MOUNTING/SUSPENSION
AP aluminum paint W white BK black C custom	120 120 V 277 277 V 347 347 V UNV universal DC low voltage*	DP dimming 0-100% 1% LTP Lutron * BI bi-level dimming OVN other ** POLN PCL client** * Only available with HCL driver. ** Depending on the HCL, verify system. ** Please consult factory, see page 2.	1 1 circuit 2 2 circuits BI bi-level dimming OVN other ** POLN PCL client** * Only available with HCL driver. ** Depending on the HCL, verify system. ** Please consult factory, see page 2.	SC surface solid ceiling

BATTERY (OPTIONAL)	OTHER (OPTIONAL)	IC CONTROLS (OPTIONAL)	CUSTOM (OPTIONAL)
BA battery pack (integral) * Not available with 347V. Please consult factory.	EF end feed* NF non-ferrous finish * See page 2 for more details.	OCN occupancy sensor INP enlightened integral WCM wireless control dimming See integral controls table for further details. Please consult factory.	C custom Please specify.

Product design and development is an ongoing process at Axis Lighting. We reserve the right to change specifications. Contact Axis for the latest product information.

1 / 3
November 2, 2022

FILE NAME:WBS-LED-B3-SPEC

© 2022 Axis Lighting Inc.
1,800.263.2847
P1 514.948.8272



D

Project	Catalog #	Type
LD6E		
Prepared by	Notes	Date



HALO Commercial HC6 | HM6 | 61 | 61PS

6-inch LED downlight and wall wash

Typical Applications

Office • Healthcare • Hospitality • Institutional • Mixed Use/Retail

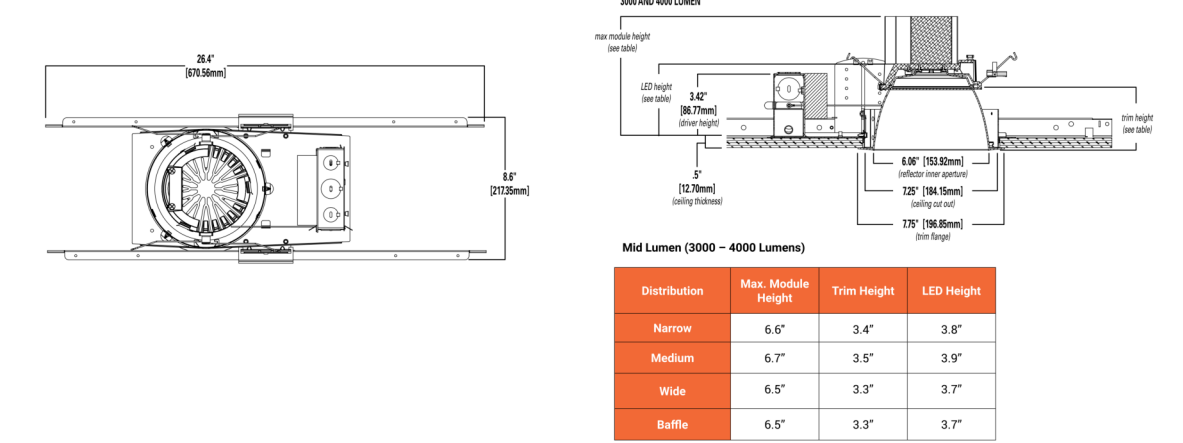
Interactive Menu

- Order information page 2
- Product Specifications page 4
- Photometric Data page 5
- Energy & Performance Data page 6
- Connected Systems page 9
- Product Warranty

Top Product Features

- New construction/remodel series; 500 to 6,000 lumens
- Narrow, Medium and Wide distributions; Wall wash with rotatable linear spread lens
- 2700K, 3000K, 3500K, 4000K, 5000K CCT; 80 or 90 CRI
- Universal voltage 120V-277V; Standard 0-10V driver dims to 1%
- Mounting frame converts to remodel that installs from below the ceiling

Dimensional and Mounting Details

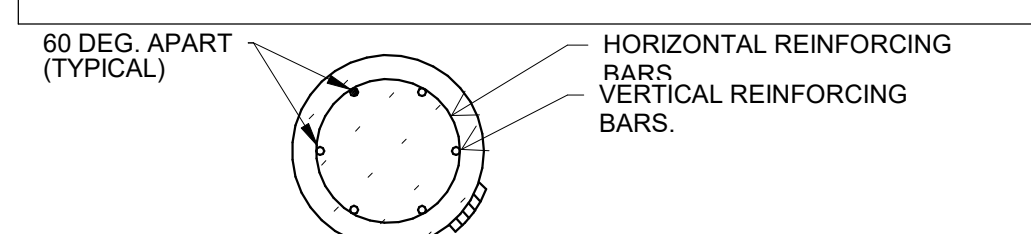


PS170163N page 1
May 10, 2022 11:01 AM

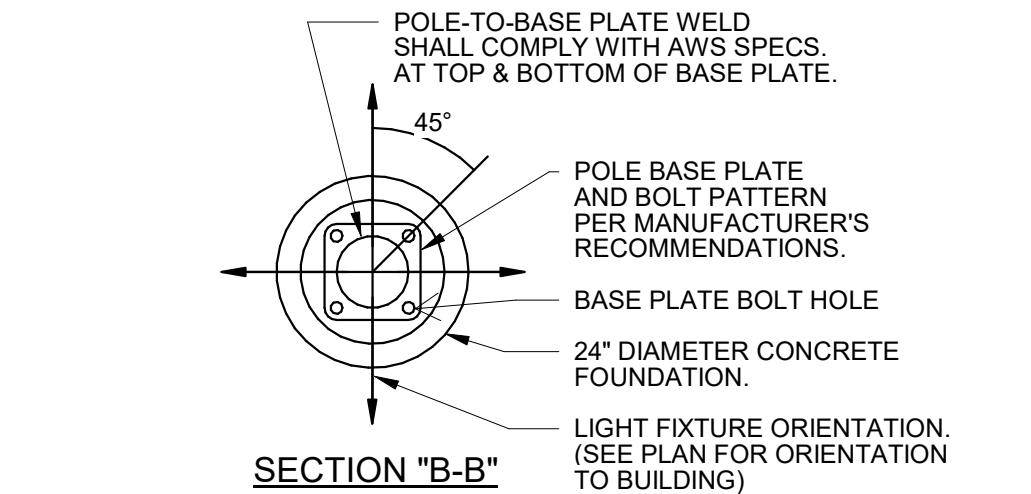
LUMINAIRE SCHEDULE								
TYPE MARK	MANUFACTURER	MODEL	VOLT	LAMP	WATT	COLOR TEMP	DESCRIPTION	COMMENTS / OPTIONS
EP2	COOPER LIGHTING	GLEON-SA3C-740-U-T2-AP-FF	208	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD TYPE II DISTRIBUTION ON 18" - 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL
EP4	COOPER LIGHTING	GLEON-SA3C-740-U-T4W-AP-FF	208	LED 23,522 LM	123 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 18" - 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL
EP42	COOPER LIGHTING	(2)GLEON-SA3C-740-U-T4W-AP-FF	208	LED (2)23,522 LM	246 W	4000 K	LED AREA LIGHT SINGLE HEAD FORWARD THROW DISTRIBUTION ON 18" - 5" ROUND STRAIGHT ALUMINUM POLE. LIGHT GRAY FINISH.	SEE POLE MOUNT DETAIL
LD6E	HALO	HC620D010/HM612840/61MDHWF	120	LED 2000 LM	20 W	4000 K	LED 6" ROUND DOWNLIGHT	
LW1	COOPER LIGHTING	CCW-LED-SA2B-740-U-T4W-AP-BPC	120	LED 6000LM	59 W	4000 K	EXTERIOR WALL MOUNTED LED LUMINAIRE, TYPE 4 FORWARD THROW - LIGHT GRAY FINISH	
LWS8	AXIS LIGHTING	WBSLED-500-80-40-S-8-W-120-DP-1-SC-EF	120	LED 500 LM	64 W	4000 K	LED SURFACE MTD LINEAR WEATHERPROOF FIXTURE 8'L	

POLE BASE NOTES:

- 3500 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 RE-BARS.
- IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
- FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL.
- MINIMUM ALLOWABLE SOIL BEARING PRESSURE 3000 PSF. NOTIFY ENGINEER IF BEARING PRESSURE IS LESS.
- AIR ENTRAINMENT: 4 TO 6%.

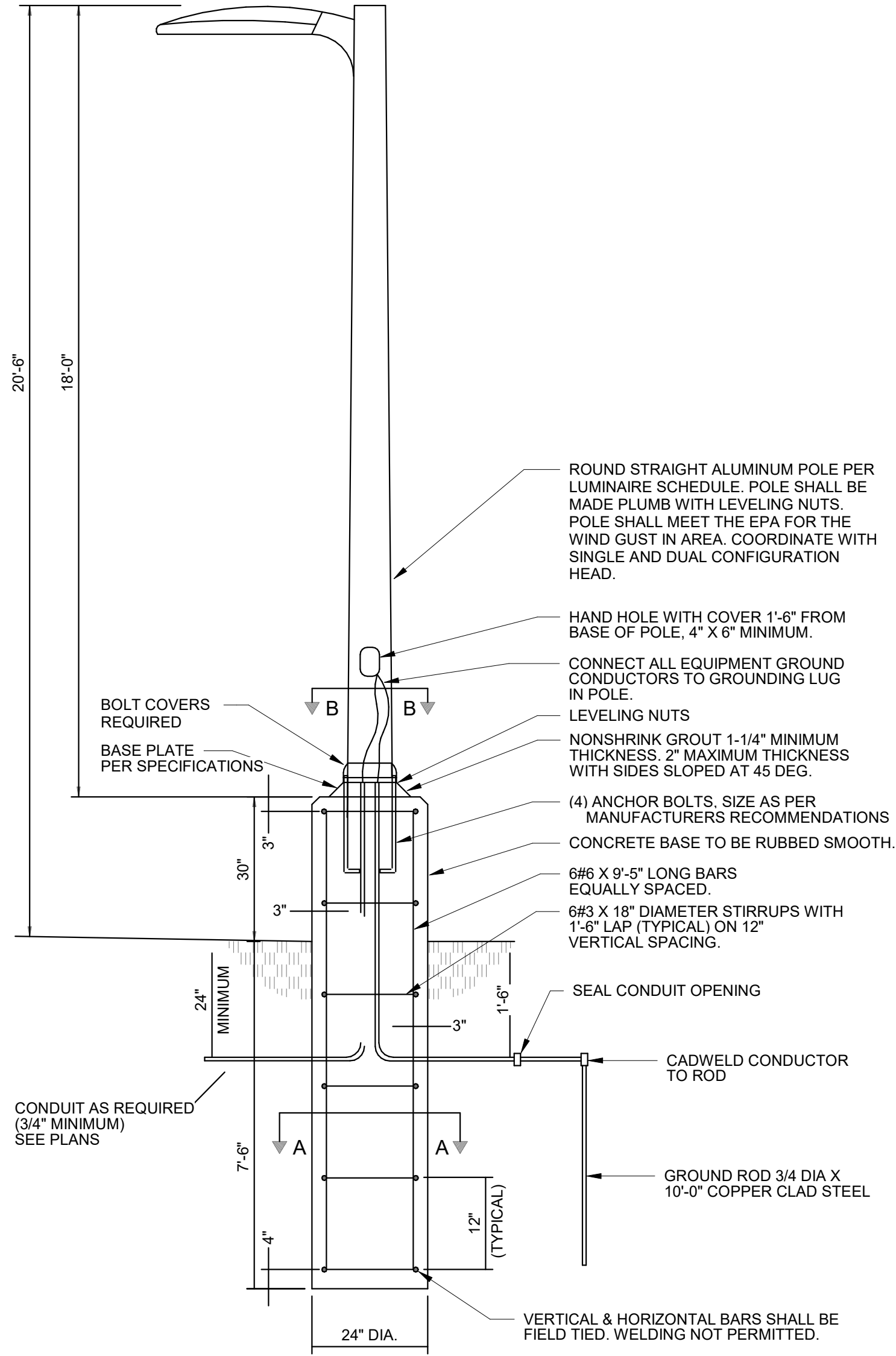


SECTION "A-A"



SECTION "B-B"

2 DETAIL - SECTION THRU POLE BASE
NOT TO SCALE



1 POLE BASE FOR LIGHTING STANDARD
NOT TO SCALE

C

B

A

HCA FLORIDA ST. LUCIE HOSPITAL STUART FSER

CLIENT ADDRESS:
US HIGHWAY 90
PACE, SANTA ROSA COUNTY, FLORIDA 32571
CLIENT NO. 23/100231-14075

GA PROJECT No: 22FD03



STAMP:

REVISION SCHEDULE:

NUM. DESCRIPTION DATE

NOTES & LEGEND

CURRENT DRAWING SET:
CPUD response

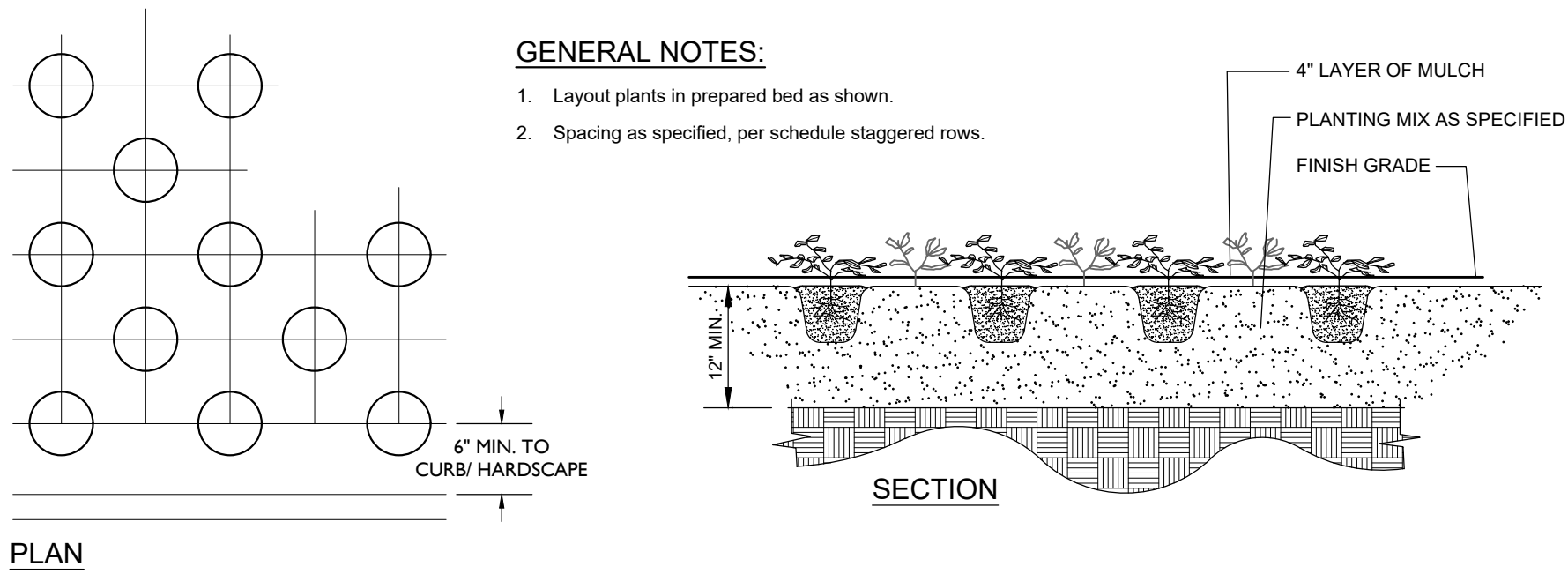
ISSUE DATE: 1/23/2023

SHEET:
ELECTRICAL
EXTERIOR CUTSHEET
& DETAILS

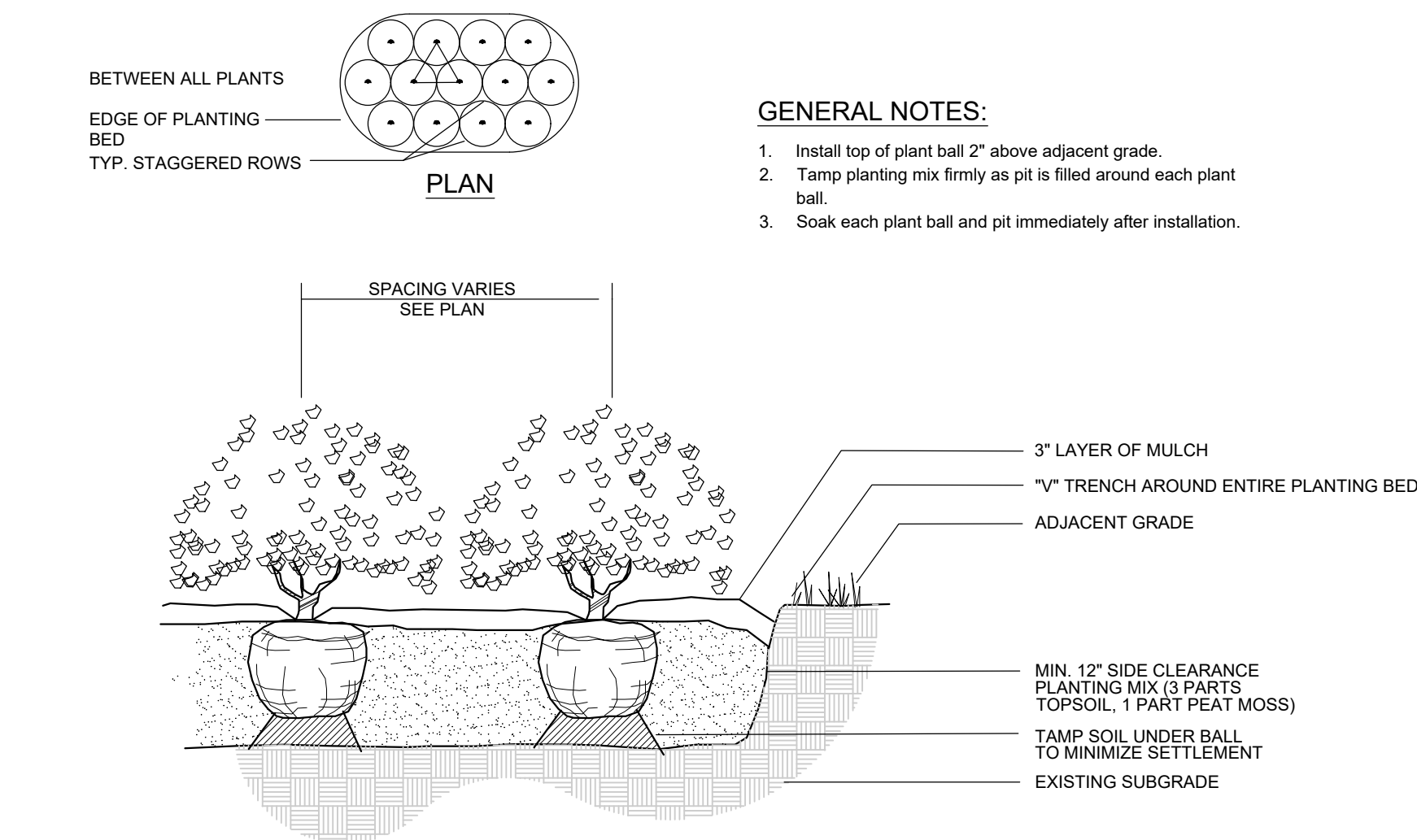
E102

LANDSCAPE PLANTING GENERAL NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF ALL MATERIALS. THE QUANTITIES ON THE PLAN SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
2. SUBSTITUTIONS OF TYPE, SIZE, OR SPACING OF PLANTS MAY NOT BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER'S LANDSCAPE ARCHITECT.
3. LOCATE ALL UTILITIES PRIOR TO INSTALLATION. ALL DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE PER UTILITY PROVIDER'S STANDARDS.
4. THE PLANT LIST SPECIFICATIONS PROVIDED WITHIN THE PLANT LIST FOR HEIGHT AND SIZE ARE MINIMUMS.
5. ALL PLANT BEDS SHALL BE RAKED AND CLEARED OF LARGE ROCKS. ALL LARGE DIRT CLOUDS SHALL BE PULVERIZED OR REMOVED PRIOR TO PLANTING.
6. PRE-EMERGENT HERBICIDE SHALL BE APPLIED AFTER INSTALLATION AND IMMEDIATELY PRIOR TO MULCHING.
7. ALL PLANT BEDS ARE TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF PINE STRAW MULCH.
8. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL OR ANY DEFECTIVE WORKMANSHIP.
9. ALL SOD AREAS SHALL BE TILLED AND RAKED SMOOTH, WITH LARGE DIRT CLOUDS AND ROCKS REMOVED, PRIOR TO SOD INSTALLATION.
10. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING AND LAYOUT OF PLANT BEDS.
11. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT WHEN THE PLANT MATERIALS ARE AT THE JOB SITE FOR REVIEW PRIOR TO INSTALLATION.
12. ALL NEWLY PLANTED LANDSCAPE PLANT MATERIALS SHALL CONFORM TO THE LATEST VERSIONS OF THE AMERICAN STANDARD OF NURSERY STOCK (ANSI Z60.1).
13. A MINIMUM 5' DIAMETER MULCH AREA SHALL BE PROVIDED AT THE BASE OF ALL TREES.
14. ALL PLANT MATERIAL TO BE FLORIDA #1 OR BETTER.
15. ALL PLANT MATERIAL SHALL BE ALIVE AND IN GOOD GROWING CONDITION FOR EACH SPECIFIED KIND OF PLANT AT THE TIME OF ACCEPTANCE. THE RATING OF EACH PLANT ACCORDING TO FLORIDA GRADES AND STANDARDS SHALL BE EQUAL TO OR BETTER THAN THAT CALLED OUT ON PLANS AT TIME OF FINAL INSPECTION.



GROUND COVER PLANTING



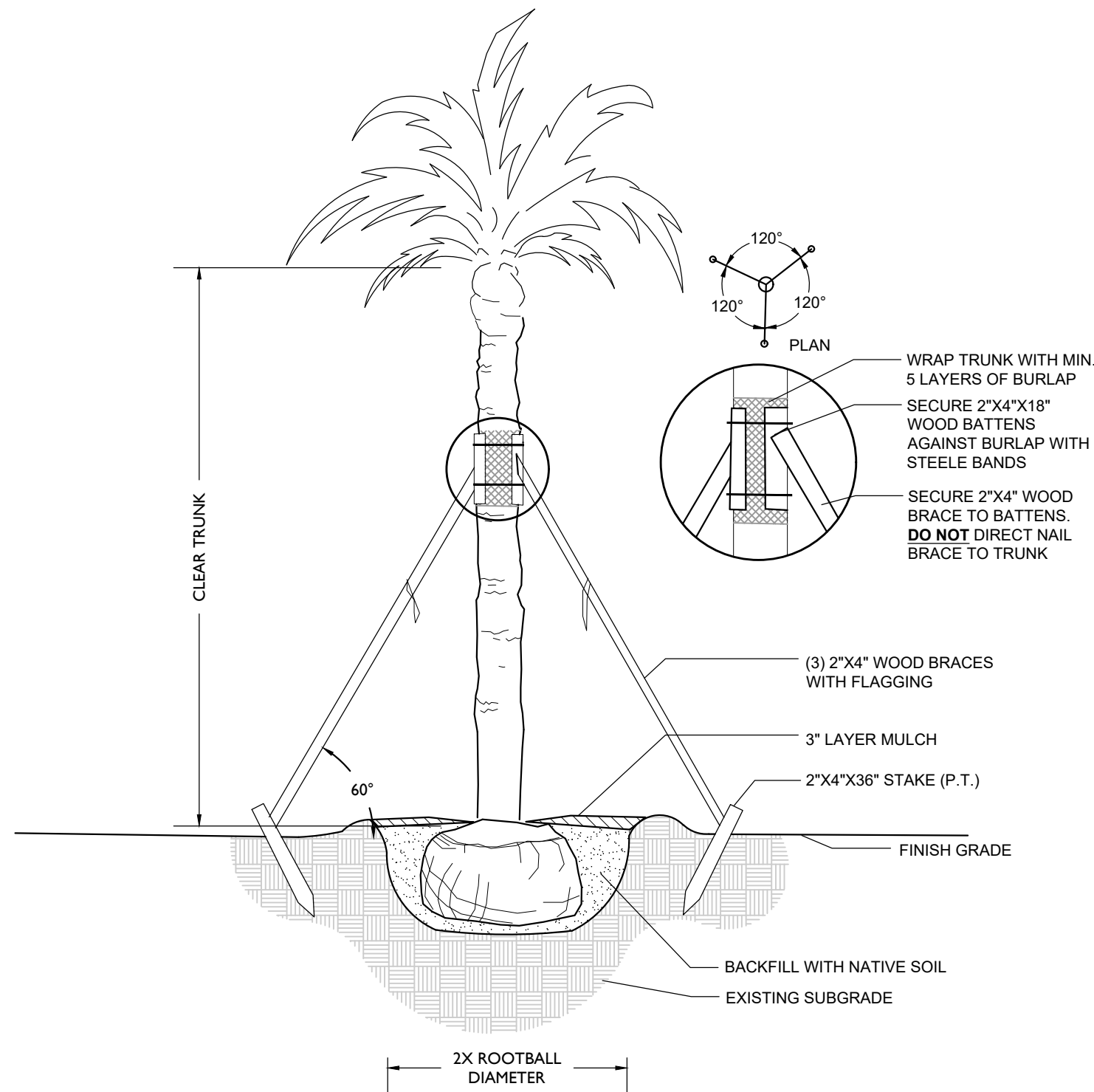
SHRUB PLANTING

IRRIGATION GENERAL NOTES

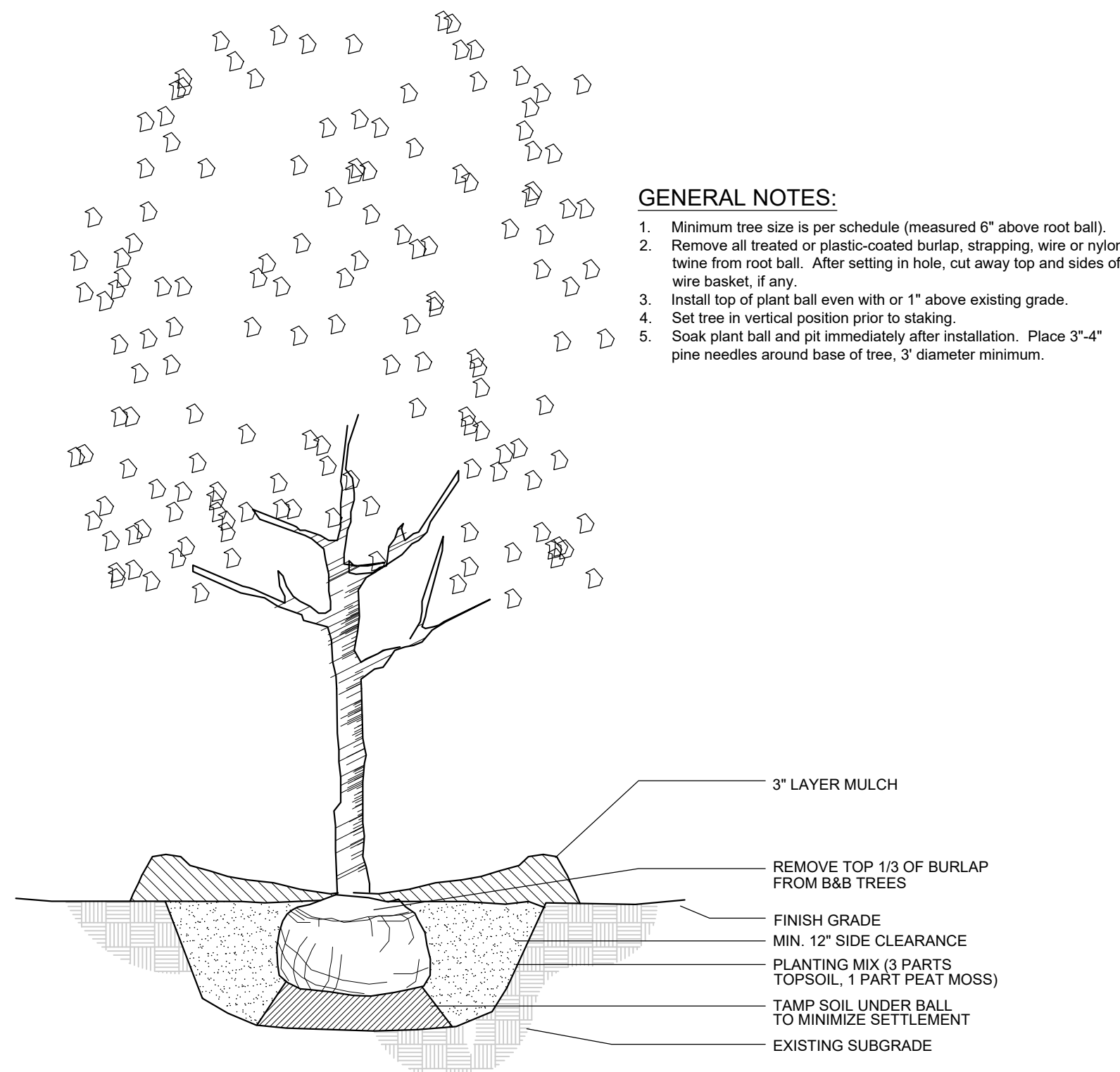
1. IRRIGATION SYSTEM TO BE INSTALLED WITH AN AUTOMATIC TIMER AND MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH.
2. PROVIDE BACK FLOW PREVENTION PER CITY REQUIREMENTS.
3. CONTRACTOR RESPONSIBLE FOR LOCATING AND SUPPLYING POWER TO CONTROLLER.
4. USE OF LOW-VOLUME, DRIP/TARGET EMITTERS REQUIRED FOR TREES, SHRUBS AND GROUND COVERS. IRRIGATION SYSTEM TO BE MAINTAINED AND PROPERLY ADJUSTED TO AVOID SPRAY ONTO HARDSCAPE AND IMPERVIOUS AREAS.

SOD GENERAL NOTES

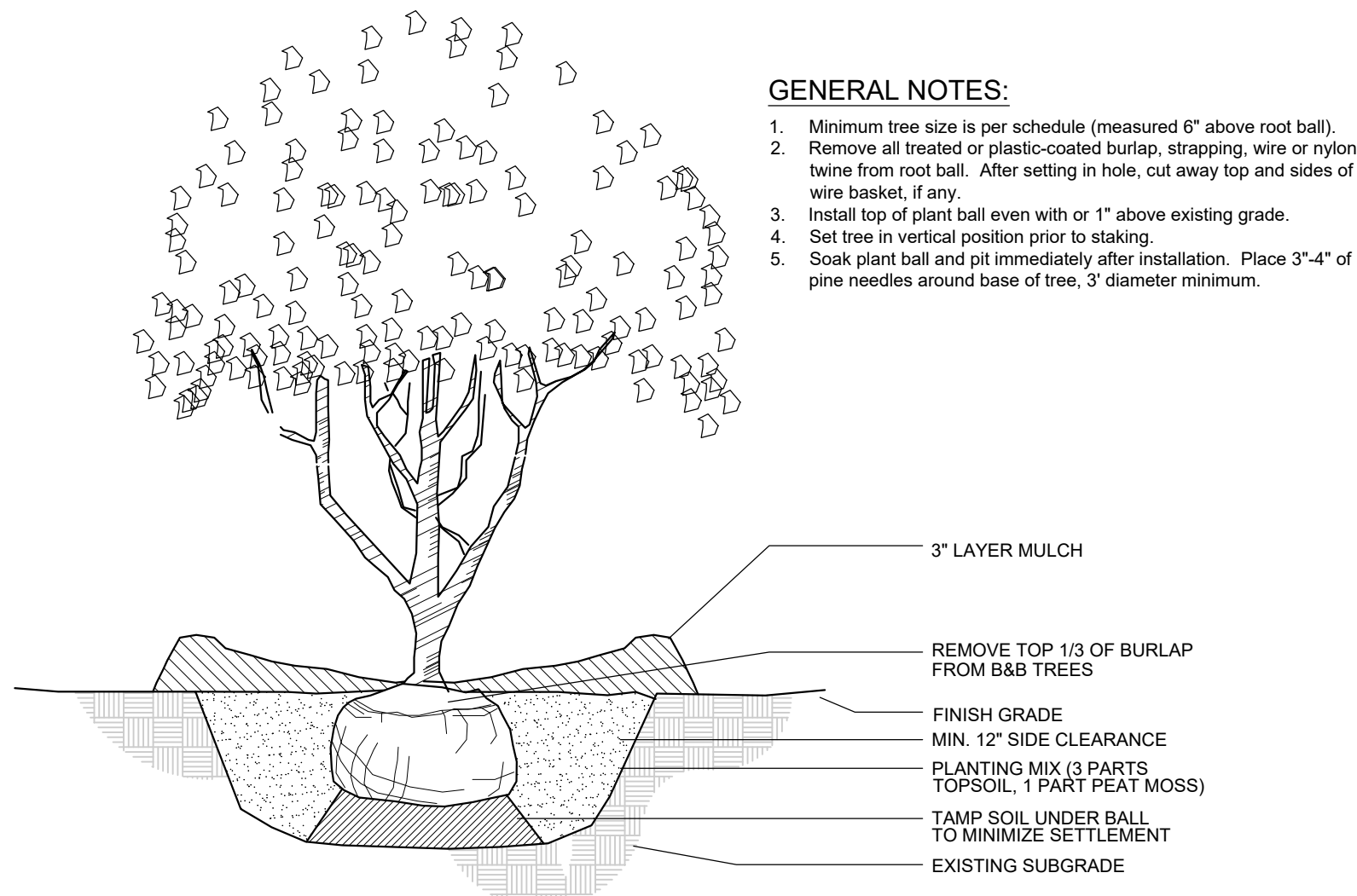
1. ALL DISTURBED AREAS SHALL EITHER BE PLANT BED OR COVERED WITH SOD.
2. IF REQUIRED - SOD TO BE FLORITAM ST. AUGUSTINE.
3. CONTRACTOR RESPONSIBLE FOR QUANTITY TAKE-OFF.



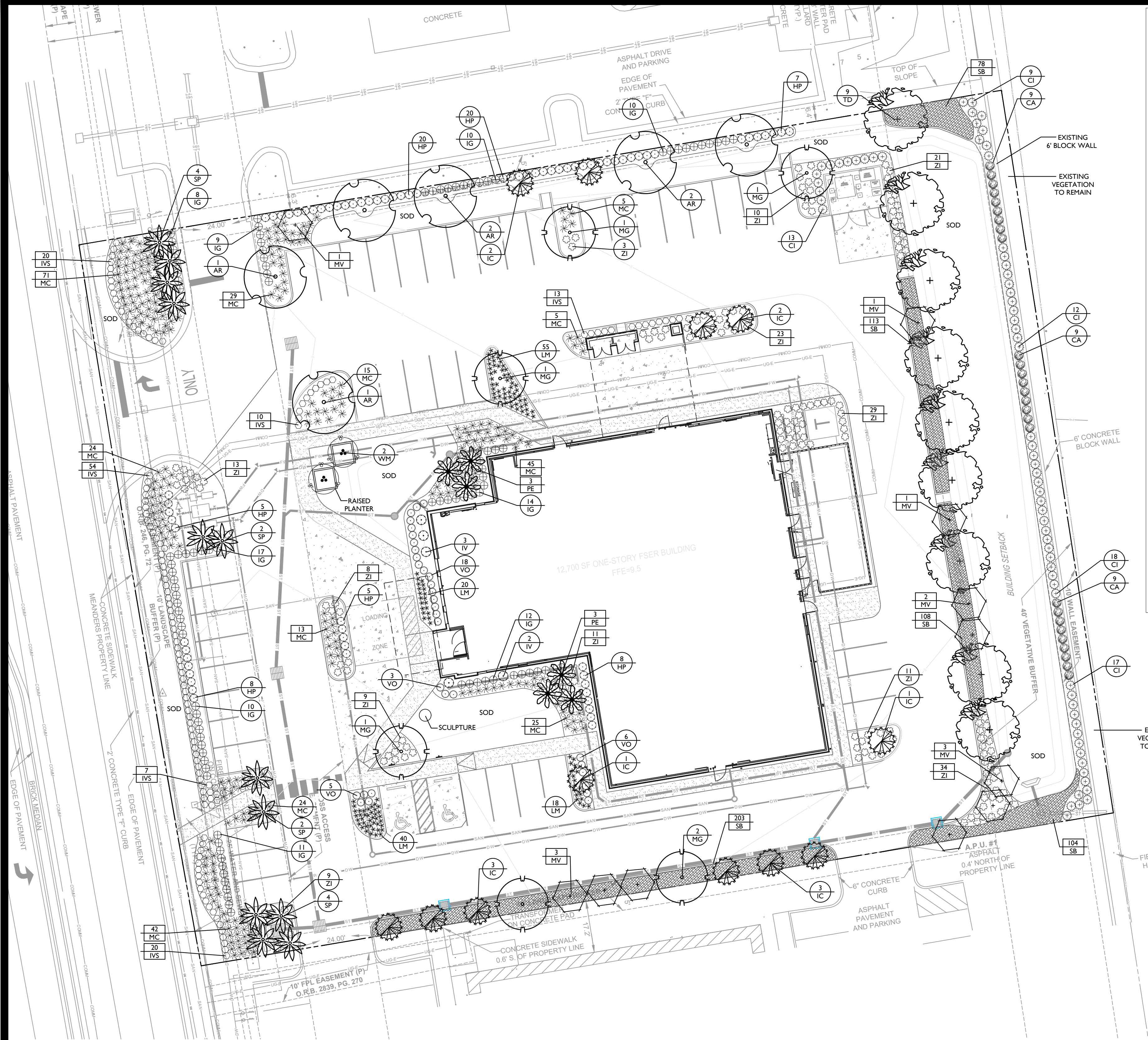
PALM TREE PLANTING



SINGLE TRUNK TREE



UNDERSTORY TREE



REQUIRED LANDSCAPE CALCULATIONS:

THIS LANDSCAPE PLAN HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF STUART LAND DEVELOPMENT CODE 6.04.00.

LANDSCAPED OPEN SPACE PERCENTAGE 6.04.03:
REQUIRED 20%; 100 SF FOR EACH ADDITIONAL PARKING SPACE OVER MINIMUM. (500 SF TOTAL)
PROVIDED: 33% (25,132 SF); 75,910 SF TOTAL SITE AREA (MIN REQ. 15,182 SF + 500 SF = 15,682 SF)

DEVELOPMENT LANDSCAPE 6.04.06:
REQUIRED: ONE (1) TREE PER 2,500 SF OF SITE
REQUIRED: 31 TREES; (32 TREES TOTAL INCLUDING ADDITIONAL TREE PER PARKING REQUIREMENTS)
PROVIDED: 46 TREES; 18 PALM (12 OF THESE PALM SERVING AS REQUIRED SHADE TREES AT 2:1)

LANDSCAPE BUFFERS 6.04.06:
REQUIRED: REAR (EASTERN PROPERTY LINE) BUFFER YARD AND BUFFER SCREEN ADJACENT TO SINGLE-FAMILY RESIDENTIAL
PROVIDED: 40' BUFFER YARD; 6' SCREEN WALL (EXISTING);
LANDSCAPE REQUIRED: 1 TREE PER 30 LF. 5' LANDSCAPE AREA BETWEEN WALL AND PROPERTY LINE (EXISTING TO REMAIN); BUFFER SCREEN HEDGE
REQUIRED TREES: 245 LF = 9 TREES - NOTE: OVERHEAD UTILITY ALONG REAR PROPERTY LINE
PROVIDED: 15 TREES PLANTED AT THE WESTERN EDGE OF THE BUFFER TO AVOID CONFLICT WITH OVERHEAD UTILITY LINES.
HEDGE ROW ON INTERIOR SIDE OF WALL, EXISTING VEGETATION TO REMAIN ON EXTERIOR SIDE OF WALL

PARKING AREA PLANTING - 6.04.07:
LANDSCAPE STRIP ADJACENT TO STREET (WESTERN PROPERTY LINE): 10' WIDTH; 1 TREE PER 30 LF; CONTINUOUS HEDGE
REQUIRED TREES: 245 LF = 9 TREES - NOTE: OVERHEAD UTILITY ALONG FRONTAGE AS WELL AS 25' WATER AND SEWER EASEMENT ALONG PROPERTY LINE. PALMS PLANTED AT 2:1 TO SATISFY TREE REQUIREMENT FOR 6 TREES; 3 REMAINING TREES LOCATED ON SITE INTERIOR DUE TO LACK OF REMAINING LANDSCAPE AREA ALONG FRONTAGE.

LANDSCAPE STRIP ADJACENT TO PRIVATE PROPERTY; ABUTTING PARKING (NORTH): 5' WIDTH; 1 TREE PER 30 LF; CONTINUOUS HEDGE
REQUIRED TREES: 182' LF = 6 TREES
PROVIDED TREES: 7 TREES

INTERIOR: 5' LANDSCAPE AREA FOR BUILDING FOUNDATION PLANTING ABUTTING PARKING; 1 TREE PER 30 LF ABUTTING PARKING (110 LF)
REQUIRED TREES: 110 LF = 4 TREES
REQUIRED: ONE (1) TREE PER 500 SF OF INTERIOR LANDSCAPED AREA
REQUIRED TREES: 5,754 SF = 12 TREES
PROVIDED TREES: 25 MEETING CODE MIN. SIZE REQUIREMENTS; 2 ADDITIONAL IN RAISED PLANTERS

INCREASED MIN. PARKING BY 5 SPACES (500 SF TOTAL ADDITIONAL LANDSCAPE AREA) REQUIRING ONE (1) ADDITIONAL TREE.

XERISCAPE LANDSCAPE 6.04.05
REQUIRED: 50 POINTS FROM THE DESIGN OPTIONS CHART:

OPTION	POINTS
1 UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH *	5
2 LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN **	5
4 51% OR MORE OF THE REQUIRED SHRUBS ARE DROUGHT TOLERANT SPECIES ***	10
5 51% OR MORE OF THE REQUIRED TREES ARE DROUGHT TOLERANT SPECIES ***	10
7 SOD AREAS LESS THAN 50% OF LANDSCAPE AREA (8,744 SF SOD; 35% OF LANDSCAPE AREA)	10
8 MULCH PLANTING BEDS 3 INCHES DEEP IN ALL AREAS EXCEPT GROUNDCOVER ****	10
	50 TOTAL

* SEE IRRIGATION PLAN (TO BE SUBMITTED WITH RESUBMITTAL)

** SEE LANDSCAPE PLAN NOTES

*** SEE LANDSCAPE SCHEDULE FOR IDENTIFICATION

**** SEE PLANTING DETAILS AND NOTES

QTY REQUIRED QTY MITIGATION CREDIT

SYM		BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPECIES %	SPACING	NOTES	DROUGHT TOLERANT	NATIVE
CANOPY TREES										
6	AR	ACER RUBRUM 'AUTUMN FLAME'	AUTUMN FLAME RED MAPLE	4.5" DBH	14' CT	9.3%	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 5'	NO	YES
12	SP	SABAL PALMETTO	CABBAGE PALM	4.5" DBH		19%	AS SHOWN		YES	YES
9	TD	TAXODIUM DISTICHUM	BALD CYPRESS	4.5" DBH		14%	AS SHOWN	SINGLE-STRAIGHT CENTRAL LEADER, EVENLY BRANCHED, FULL SYMMETRICAL CROWN, CLEAR TRUNK TO 5'	YES	YES
12	IC	ILEX CASSINE	DAHOON HOLLY	4.5" DBH		19%	AS SHOWN	TREE FORM, CLEAR TRUNK TO 5'	YES	YES
6	MG	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD BLANCHARD SOUTHERN MAGNOLIA	4.5" DBH		9.3%	AS SHOWN	TREE FORM, CLEAR TRUNK TO 5'	NO	YES
UNDERSTORY TREES										
11	MY	MAGNOLIA VIRGINIANA 'JIM WILSON'	MOONBLOW SWEETBAY MAGNOLIA	2.5" DBH		17%	AS SHOWN	MULTI-STEM, EVENLY BRANCHED, 3 TO 5 CANES	NO	YES
2	WM	MYRICA CERIFERA	WAX MYRTLE		6" MIN.	3%	AS SHOWN	MULTI-STEM TREE FORM, EVENLY BRANCHED, 3 TO 5 CANES	YES	YES
6	PE	PTYCHOSPERMA ELEGANS	ALEXANDER PALM		12' CT	9.3%			NO	NO
SHRUBS										
32	VO	VIBURNUM OBOVATUM 'MRS SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM		24" MIN.	30" O.C.			YES	YES
101	IG	ILEX GLABRA	INKBERRY		24" MIN.	30" O.C.			YES	YES
69	CI	CHRYSOBALANUS 'ICACO' 'RED TIP'	RED TIP COCOPLUM		24" MIN.	36" O.C.		MAINTAIN AT 48" HEIGHT MIN.	YES	YES
27	CA	CALLICARPA AMERICANA	AMERICAN BEAUTYBERRY		24" MIN.	36" O.C.			YES	YES
5	IV	ILEX VOMITORIA 'WILL FLEMING'	WILL FLEMING YAUPOH HOLLY		3" MIN.	AS SHOWN			YES	YES
73	HP	HAMELIA PATENS	FIREBUSH		24" MIN.	30" O.C.			YES	YES
GRASSES AND GROUNDCOVERS										
267	MC	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS	#3 CONT.		36" O.C.			YES	YES
194	ZI	ZAMIA INTEGRIFOLIA	COONTIE	#3 CONT.		36" O.C.			YES	YES
607	SB	SPARTINA BAKERI	SAND CORD GRASS	#3 CONT.		36" O.C.			YES	YES
133	LM	LIRIOPE MUSCARI	LIRIOPE	#1 CONT.		18" O.C.			YES	NO
175	IVS	ILEX VOMITORIA 'SCHILLINGS'	DWARF YAUPOH HOLLY	#3 CONT.		24" O.C.			YES	YES
SOD		FLORATAM ST. AUGUSTINE GRASS					CONTRACTOR RESPONSIBLE FOR TAKE-OFF - ALL DISTURBED AREAS NOT PLANT BED TO SOD			
									NO	NO

NOTE: LANDSCAPE MATERIAL TO BE FIELD ADJUSTED TO AVOID CONFLICTS WITH UTILITIES. NO LANDSCAPE MATERIAL SHALL BE BETWEEN FIRE HYDRANT AND STREET OR WITHIN 3' IN OTHER DIRECTIONS

NOTE: MINIMUM SIZES HAVE BEEN SPECIFIED TO MEET THE MINIMUM SIZE REQUIREMENTS OF THE CITY OF STUART. ALL CALIPER INCHES AND HEIGHTS ARE REQUIRED MINIMUMS, REGARDLESS OF CONTAINER SIZE. PLEASE NOTE THAT CALIPER IS TO BE MEASURED AT 4.5" ABOVE GRADE.

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FL LA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439
keli@gdc-tn.com



TREE INVENTORY:

TREE INVENTORY AND ASSOCIATED REMOVAL AND MITIGATION CALCULATIONS ARE PROVIDED BASED ON THE CRITERIA OF STUART LAND DEVELOPMENT CODE 5.05.00.

SURVEY DID NOT INDICATE SPECIES OF PINE AND PALM. BASED ON PRELIMINARY INFORMATION, IT IS ASSUMED THAT ALL PINE ARE SLASH PINE AND WILL BE CALCULATED AS SUCH FOR REPLACEMENT MITIGATION. SPECIES WILL BE CONFIRMED PRIOR TO RESUBMITTAL.

TREE NO.	SPECIES	DBH	NOTES	STATUS
1	PALM	15		REMOVED
2	PALM	14		REMOVED
3	PALM	14		REMOVED
4	PALM	14		REMOVED
5	PALM	13		REMOVED
6	PALM	11		REMOVED
7	PALM	13		REMOVED
8	PINE	10	SPECIMEN	REMOVED
9	PALM	12		REMOVED
10	PALM	13		REMOVED
11	PALM	12		REMOVED
12	PALM	14		REMOVED
13	PALM	11		REMOVED
14	PINE	11	SPECIMEN	REMOVED
15	PALM	12		REMOVED
16	PINE	13	SPECIMEN	REMOVED
17	PINE	16	SPECIMEN	REMOVED
18	PINE	13	SPECIMEN	REMOVED
19	PINE	8		REMOVED
20	PALM	13		REMOVED
21	PINE	9		REMOVED
22	PALM	12		REMOVED
23	PINE	9		REMOVED
24	PINE	10	SPECIMEN	REMOVED
25	PINE	14	SPECIMEN	REMOVED
26	PINE	13	SPECIMEN	REMOVED
27	PINE	8		REMOVED
28	PINE	9		REMOVED
29	PINE	7		REMOVED
30	PINE	9		REMOVED
31	PINE	12	SPECIMEN	REMOVED
32	PINE	6		REMOVED
33	PINE	13	SPECIMEN	REMOVED
34	PINE	8		REMOVED
35	PINE	10	SPECIMEN	REMOVED
36	PINE	9		REMOVED
37	PINE	10	SPECIMEN	REMOVED
38	PINE	8		REMOVED
39	PINE	5		REMOVED
40	PINE	9		REMOVED
41	PINE	10	SPECIMEN	REMOVED
42	PINE	10	SPECIMEN	REMOVED
43	PALM	11		REMOVED
44	PALM	14		REMOVED
45	PINE	8		REMOVED
46	PALM	10		REMOVED
47	PINE	13	SPECIMEN	REMOVED
48	PINE	8		REMOVED
49	PALM	9		REMOVED
50	PINE	9		REMOVED
51	PALM	12		REMOVED
52	PINE	13	SPECIMEN	REMOVED
53	PINE	15	SPECIMEN	REMOVED
54	PINE	16	SPECIMEN	REMOVED
55	PALM	6		REMOVED
56	PINE	10	SPECIMEN	REMOVED
57	PINE	8		REMOVED
58	PINE	15	SPECIMEN	REMOVED
59	PINE	12	SPECIMEN	REMOVED
60	PINE	7		REMOVED
61	PINE	12	SPECIMEN	REMOVED
62	PINE	8		REMOVED
63	PALM	7		REMOVED
64	PINE	12	SPECIMEN	REMOVED
65	PINE	12	SPECIMEN	REMOVED
66	PINE	4		REMOVED
67	PINE	13	SPECIMEN	REMOVED
68	PALM	11		REMOVED
69	PINE	10	SPECIMEN	REMOVED
70	PINE	9		REMOVED
71	PINE	13	SPECIMEN	REMOVED
72	PALM	12		REMOVED
73	PALM	12		REMOVED
74	PALM	10		REMOVED
75	PALM	13		REMOVED
76	PALM	14		REMOVED
77	PALM	12		REMOVED
78	PALM	13		REMOVED

TREE MITIGATION AND CREDIT:

QTY SPECIMEN SLASH PINE REMOVED	TOTAL DBH REMOVED	MITIGATION REQUIREMENT	TOTAL MITIGATION DBH
27 TREES	331 INCHES	1.5 TIMES REMOVED INCHES	497 INCHES

TOTAL MITIGATION DBH	# TREES @ 2.5 DBH	50% MITIGATION ALLOWED	TOTAL MITIGATION DBH
497 INCHES	199 TREES	100 TREES @ 175% PLANT FINDER WHOLESALE	100 TREES @ \$XX EACH

NOTE: PLANT FINDER WHOLESALE AMOUNT TO BE
CONFIRMED WITH RESUBMITTAL.

\$XX TOTAL PAID TO TREE FUND

BURDEN FOR SITE REPLACEMENT: 100 TREES @ 2.5 DBH
PROVIDED: CREDIT FOR REQUIRED TREES (45 TREE CREDIT)
REPLACEMENT TREES (17 TREE CREDIT)
NATIVE SHRUBS: 1,140 SHRUBS (38 TREE CREDIT)

5.05.02 G - CREDIT TOWARDS TREE REPLACEMENT REQUIREMENTS SHALL BE
PROVIDED FOR LANDSCAPING REQUIRED BY SECTION 6.04.00 ONLY IF ALL
REQUIRED TREES ARE PLANTED AT 4.5 DBH AND PALMS AT 14 FEET CLEAR TRUNK.

QTY REQUIRED TREES PER 6.04.00	TOTAL PROVIDED TREES @ 4.5 DBH	TOTAL PROVIDED PALMS @ 14' CT	CREDIT TOWARDS REPLACEMENT
39 TREES	33 TREES	12 PALM	45 TREES

5.05.02 L - ADDITIONAL INCHES REQUIRED UNDER THE TREE REPLACEMENT
CALCULATION MAY BE CREDITED THROUGH THE PLANTING OF NATIVE
UNDERSTORY SHRUBS THAT ARE MADE IN ADDITION TO THE LANDSCAPING CODE
REQUIREMENTS.

QTY NATIVE SHRUB PROVIDED @ 3 GAL.	CREDIT PER TABLE 4	CREDIT TOWARDS REPLACEMENT
1,140 SHRUBS	1" CREDIT PER 12 SHRUB	95 INCHES OR 38 TREES

REFER TO SHEET L2.0 FOR REPLACEMENT TREE/SHRUB IDENTIFICATION



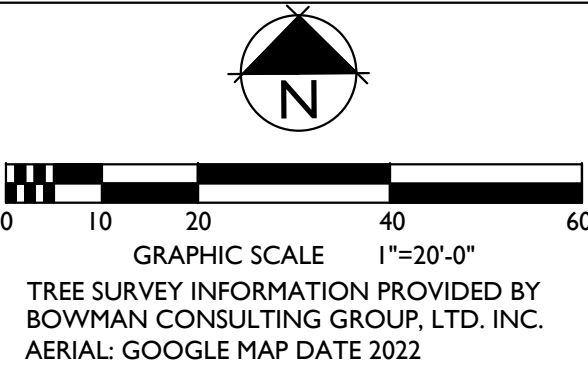
SITE DEVELOPMENT PLAN FOR
STUART - FSER
2551 S. KANNER HWY
STUART, FLORIDA 34994

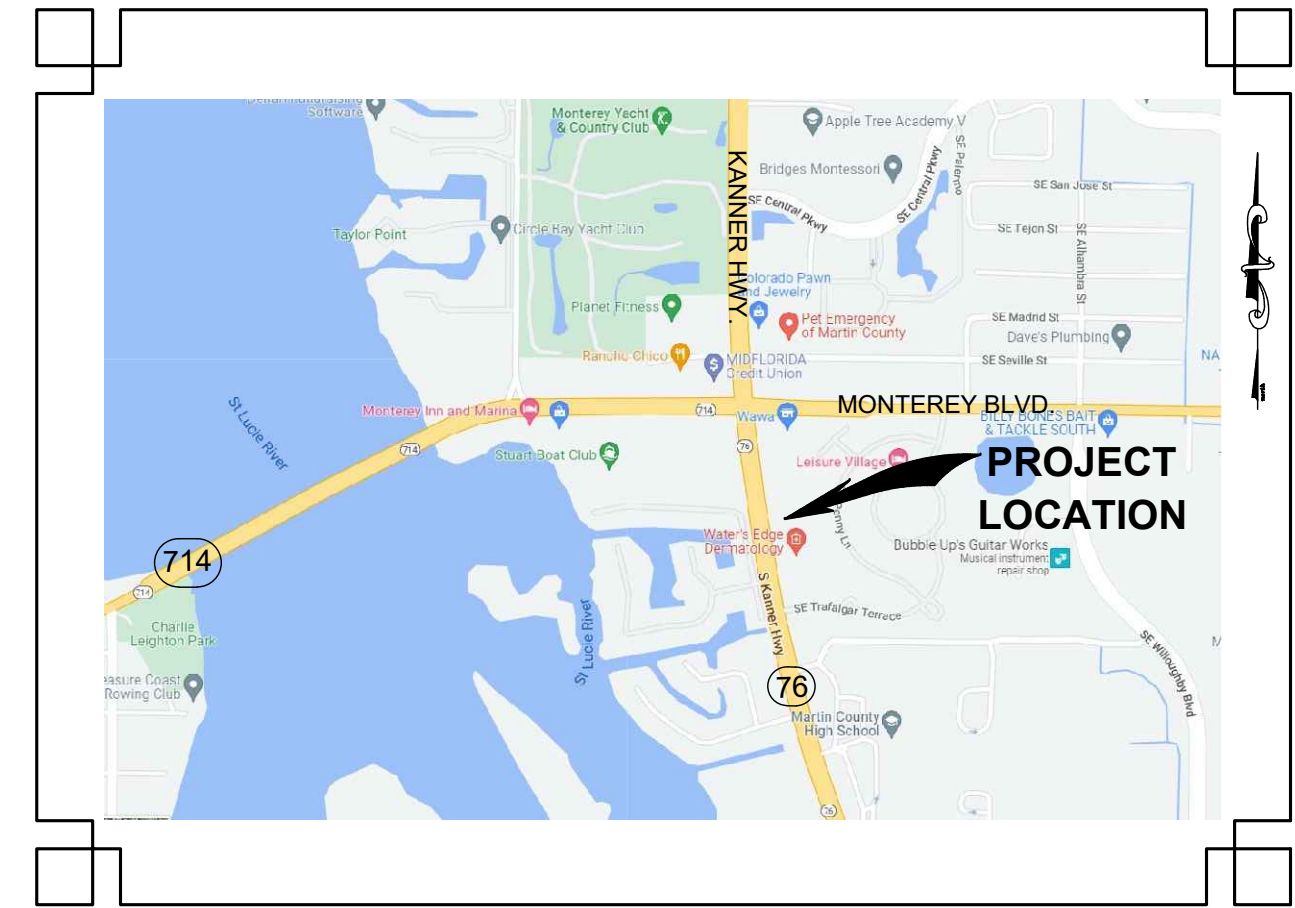
INITIAL
REVIEW

Date: September 28, 2022
Revision Date

TREE LOCATION MAP
& REMOVAL
CALCULATIONS
SHEET
L1.0

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
KELI FRYMIRE, FLA# 6667429
706-566-6480
OFFICE: 3020 Stansberry Lane, STE 201
Franklin, TN 37069
PHYSICAL: Freeport, FL 32439
keli@gdc-tn.com





BOUNDARY AND TOPOGRAPHIC SURVEY
LYING IN SHOPPES AT MONTEREY AND KANNER REPLAT,
RECORDED IN PLAT BOOK 17, PAGE 39
AND GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST
STUART, MARTIN COUNTY, FLORIDA



LEGAL DESCRIPTION PER O.R.B. 2946, PG. 1

LOT 3 OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 17, PAGE 30, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LEGAL DESCRIPTION PER SURVEYOR

LOT 3 OF SHOPPES AT MONTEREY AND KANNER REPLAT, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 75,910 SQUARE FEET OR 1.74 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THE SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.

- THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT) AND WERE ESTABLISHED BY R.T.K.-G.P.S. USING A TRIMBLE R-12 RECEIVER ON THE VRS NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE FOLLOWING FDOT CONTROL POINTS:

"BM2"
FOUND FDOT BRASS DISK IN CONCRETE STAMPED "76/89/97/B25"
EL. = 6.51' (N.A.V.D. 88)
N = 1033035.26
E = 899186.34

"BLC2"
FOUND FDOT ALUMINUM DISK IN CONCRETE STAMPED "SR76-89-20-C2"
EL. = 5.96' (N.A.V.D. 88)
N = 1032973.81
E = 899203.87

THE BASIS OF BEARING REFERS TO A BEARING OF SOUTH 08°47'52" EAST ALONG THE EAST LINE OF LOT 3, SHOPPES AT MONTEREY AND KANNER REPLAT, AS RECORDED IN PLAT BOOK 17, PAGE 39, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

- THE ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) AND ARE BASED UPON THE FOLLOWING BENCHMARKS:

"BM2"
FOUND FDOT BRASS DISK IN CONCRETE STAMPED "76/89/97/B25"
EL. = 6.51' (N.A.V.D. 88)
N = 1033035.26
E = 899186.34

"BLC2"
FOUND FDOT ALUMINUM DISK IN CONCRETE STAMPED "SR76-89-20-C2"
EL. = 5.96' (N.A.V.D. 88)
N = 1032973.81
E = 899203.87

- THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON "BM2" AND "BLC2", AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF LESS THAN 0.10 FEET.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN FLOOD ZONES "X" AND "SHADED X" PER FLOOD INSURANCE RATE MAP NUMBER 12085C0142H, DATED FEBRUARY 19, 2020.
- APPARENT PHYSICAL USES:
1) THE NORTHEAST CORNER OF ASPHALT PAVEMENT CROSSES THE SOUTH PROPERTY LINE AS SHOWN.
- THE IMAGERY SHOWN HEREON, DATED 2018, WAS OBTAINED FROM THE LABINS.ORG DATABASE AND IS FOR INFORMATIONAL PURPOSES ONLY.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Richard
Barnes

Digitally signed by
Richard Barnes
Date: 2022.08.17
16:07:47 -04'00'

RICHARD E. BARNES, JR.
FLORIDA SURVEYOR AND MAPPER
REGISTRATION NO. 5173

AUGUST 11, 2022
DATE OF LAST FIELDWORK

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

SUBSURFACE UTILITY ENGINEERING (S.U.E.)

GENERAL NOTES:

BOWMAN CONSULTING EXERCISED THE PROFESSIONAL STANDARD OF CARE IN THE PROPER SELECTION AND APPLICATION OF SURFACE GEOPHYSICAL TECHNIQUES FOR MAPPING THE SUBSURFACE UTILITIES WITHIN THE PROJECT LIMITS AS SHOWN ON THIS DRAWING.

BOWMAN CONSULTING DOES NOT GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES WITHIN THE PROJECT AREA. UTILITY INFORMATION IS BASED ON AVAILABLE FIELD AND RECORD INFORMATION. LOCATION, SIZE, OR DEPTH MAY NOT BE ACCURATE IN ALL AREAS AS THESE MAY HAVE BEEN MODIFIED AT SEGMENTS THAT HAVE NOT BEEN VERIFIED.

DESIGNATED UTILITIES MEET ASCE AND THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION DEFINITION FOR QUALITY LEVEL STANDARDS AS DEFINED BELOW.

ASCE C-1 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:

QUALITY LEVEL A (QLA)	PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT, WITH THE USE OF EXCAVATING EQUIPMENT, THAT IS NON-DESTRUCTIVE AT CERTAIN AREAS.
QUALITY LEVEL B (QLB)	INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. THESE FIELD LOCATED UTILITIES ARE SURVEYED.
QUALITY LEVEL C (QLC)	INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D.
QUALITY LEVEL D (QLD)	INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

S.U.E. LEGEND

EOI	= END OF ELECTRONIC INFORMATION
---BTv(B)---	UNDERGROUND CATV (QLB)
---BE(B)---	UNDERGROUND ELECTRIC (QLB)
---BFOC(B)---	UNDERGROUND FIBER OPTIC (QLB)
---FM(B)---	UNDERGROUND FORCE MAIN (QLB)
---BT(B)---	UNDERGROUND TELEPHONE (QLB)
---UU---	UNDERGROUND UNKNOWN UTILITY
---W(B)---	UNDERGROUND WATER (QLB)

LEGEND

A.P.U.	= APPARENT PHYSICAL USE	⚡	= BACKFLOW PREVENTER
BTM	= BOTTOM	○	= BOLLARD
(C)	= CALCULATED DATA	△	= CENTRAL ANGLE
CH	= CHORD BEARING AND DISTANCE	⊙	= CLEANOUT
EL.	= ELEVATION	☒	= CONCRETE UTILITY POLE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	~10~	= CONTOUR ELEVATION
F.F.E.	= FINISHED FLOOR ELEVATION	☒	= ELECTRIC BOX
FPL	= FLORIDA POWER & LIGHT	☒	= ELECTRIC HAND HOLE
G.P.S.	= GLOBAL POSITIONING SYSTEM	☒	= ELECTRIC METER
HDPE	= HIGH DENSITY POLYETHYLENE PIPE	☒	= FIBER OPTIC HAND HOLE
INC.	= INCORPORATED	☒	= FIRE DEPARTMENT CONNECTION
I.D.	= IDENTIFICATION	☒	= FIRE HYDRANT
INV.	= INVERT	☒	= IRRIGATION VALVE OR BOX
L	= ARC LENGTH	☒	= LIGHT POLE
LB	= LICENSED BUSINESS	—OU—	= OVERHEAD UTILITY LINE
LS	= LICENSED SURVEYOR	○	= RISER
LTD.	= LIMITED	☒	= SEWER VALVE
(M)	= MEASURED	☒	= SIGN
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM	☒	= SANITARY SEWER MANHOLE
O.R.B.	= OFFICIAL RECORDS BOOK	☒	= SITE CONTROL POINT
(P)	= PLAT DATA	☒	= STORM MANHOLE
P.B.	= PLAT BOOK	☒	= WATER VALVE
PG.	= PAGE	☒	= WOOD UTILITY POLE
PRM	= PERMANENT REFERENCE MONUMENT	☒	= YARD DRAIN
PVC	= POLYVINYL CHLORIDE PIPE	☒	= CYPRESS TREE WITH DIAMETER
R	= RADIUS	☒	= OAK TREE WITH DIAMETER
R.T.K.	= REAL TIME KINEMATIC	☒	= SWEETGUM TREE WITH DIAMETER
R/W	= RIGHT-OF-WAY	☒	= MISCELLANEOUS TREE WITH DIAMETER
S.U.E.	= SUBSURFACE UTILITY ENGINEERING	☒	= PALM TREE WITH DIAMETER
TYP.	= TYPICAL	☒	= PINE TREE WITH DIAMETER
x14 52	= EXISTING ELEVATION		
△	= PUBLISHED CONTROL POINT		
●	= SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"		
⊙	= SET MAG NAIL AND DISK STAMPED "BOWMAN CG LB 8030"		
○	= FOUND IRON ROD		
☒	= FOUND CONCRETE MONUMENT		

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 34662

Bowman Consulting Group, Ltd., Inc.
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Phone: (772) 283-1413
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© Bowman Consulting Group, Ltd.

2551 KANNER HIGHWAY
BOUNDARY AND TOPOGRAPHIC SURVEY

FLORIDA

MARTIN COUNTY

PROJECT NO
031026-01-001

PLAN STATUS
xx/xx/xx xxxxx

DATE DESCRIPTION

FIELD BOOK PAGE
22-231 2, 25
22-237 38
FIELD CREW: AA,MB,JS,KJ

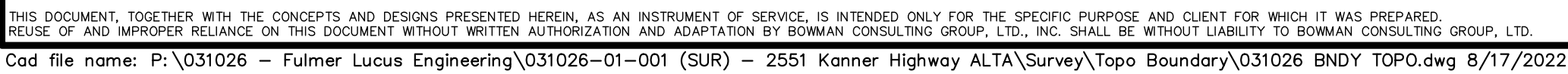
D.A.L. R.E.B.
DRAWN N/A
SCALE H: N/A
V: N/A

JOB No. 031026-01-001

DATE AUG. 11, 2022

FILE No.
031026 BNDY TOPO

SHEET 1 OF 2

[illegible]

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

KANNER HIGHWAY
BOUNDARY AND TOPOGRAPHIC SURVEY
MARTIN COUNTY
FLORIDA

KANNER HIGHWAY BOUNDARY AND TOPOGRAPHIC SURVEY

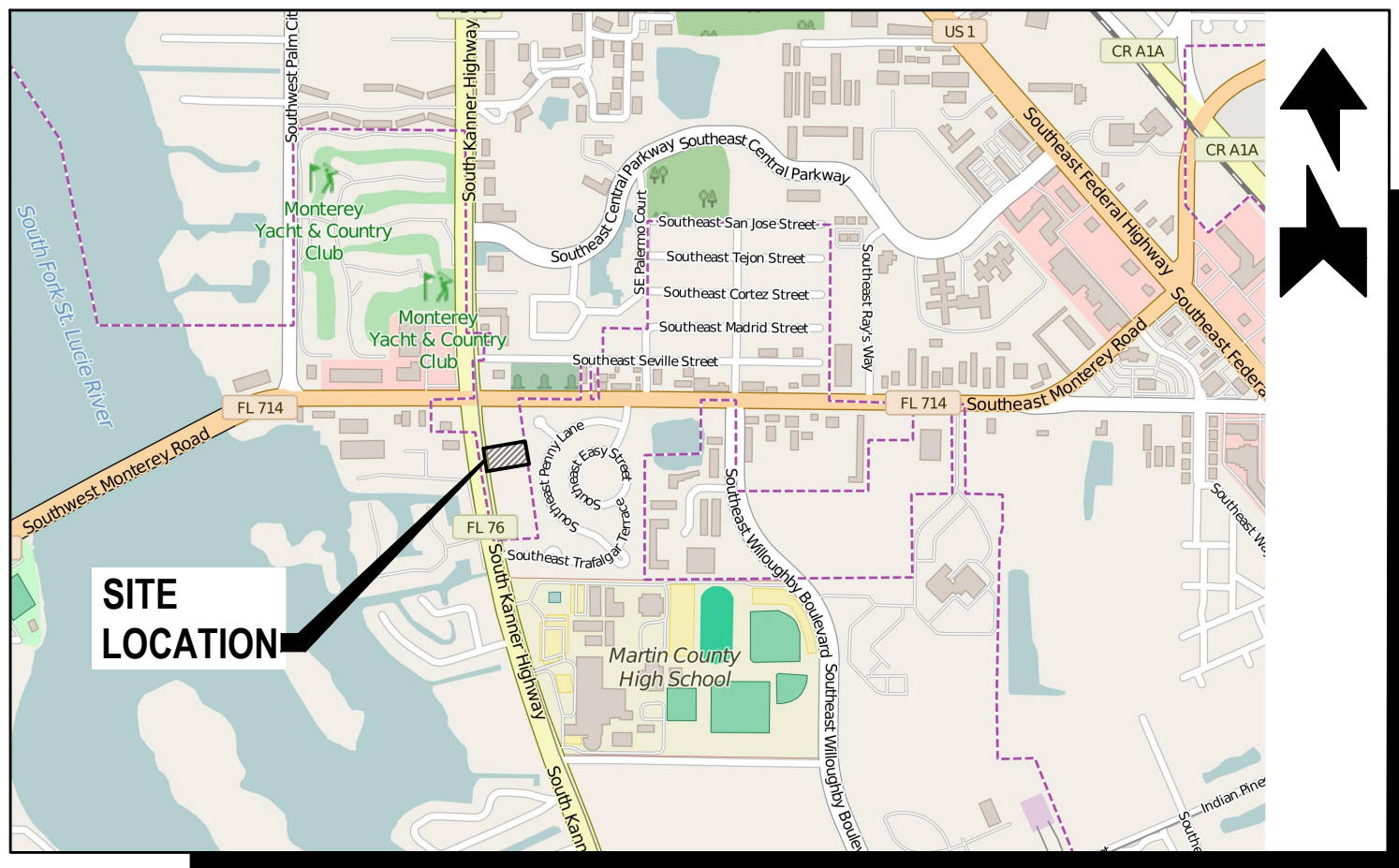
PROJECT NO
031026-01-001

PLAN STATUS	

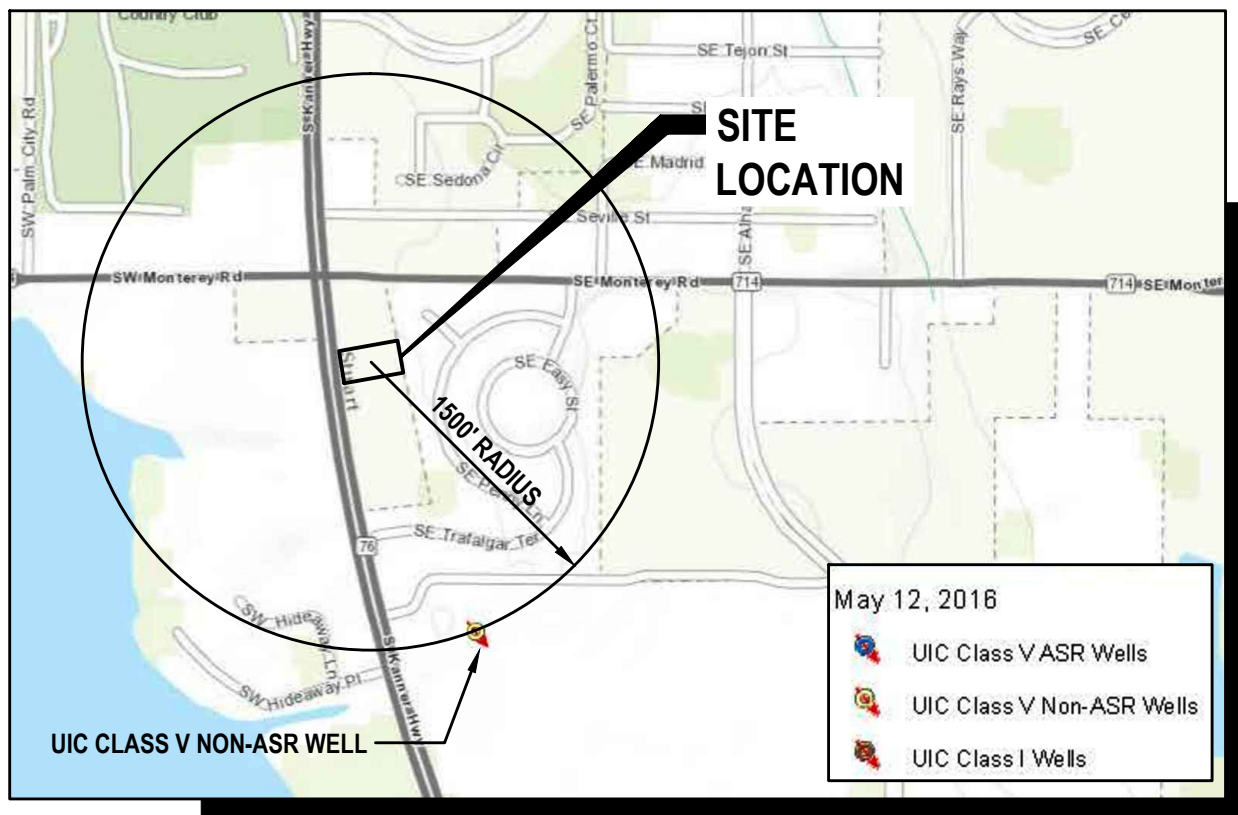
DATE	DESCRIPTION
FIELD BOOK	PAGE
22-231	2, 25
22-237	38
FIELD CREW: AA,MB,JS,K	
D.A.L.	R.E.B.
DRAWN	CHKD
SCALE	H: 1" = 20' V: N/A
JOB No. 031026-01-001	
DATE AUG. 11, 2022	
FILE No.	
031026 BNDY TOPO	

SHEET 2 OF 2

SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA



SCALE: 1" = 1,230'



SCALE: 1" = 1000'

 CROSS ACCESS EASEMENT

EXISTING CONCEPTUAL MASTER CPUD SITE DATA				
	LOT 1	LOT 2	LOT 3	LOT 4
LOT AREA	2.43 ACRES	1.63 ACRES	1.33 ACRES	1.76 ACRES
MAXIMUM IMPERVIOUS AREA	1.58 ACRES (65%)	1.06 ACRES (65%)	0.86 ACRES (65%)	1.14 ACRES (65%)
MINIMUM OPEN SPACE AREA	0.61 ACRES (25%)	0.41 ACRES (25%)	0.33 ACRES (25%)	0.44 ACRES (25%)
MAXIMUM BUILDING HEIGHT	45'-0"	45'-0"	45'-0"	45'-0"
PHASE	1	3 OR 4	3 OR 4	2
CONSTRUCTION DOCUMENT SUBMITTAL	JANUARY 2015	JUNE 2016	JUNE 2016	JUNE 2015
OBTAIN CERTIFICATE OF OCCUPANCY	DECEMBER 2015	JUNE 2017	JUNE 2017	JUNE 2016

PROPOSED CONCEPTUAL MASTER CPUD SITE DATA				
	LOT 1	LOT 2	LOT 3	LOT 4
LOT AREA	2.43 ACRES	1.22 ACRES	1.74 ACRES	1.76 ACRES
MAXIMUM IMPERVIOUS AREA	1.58 ACRES (65%)	0.79 ACRES (65%)	1.13 ACRES (65%)	1.14 ACRES (65%)
MINIMUM OPEN SPACE AREA	0.61 ACRES (25%)	0.31 ACRES (25%)	0.44 ACRES (25%)	0.44 ACRES (25%)
MAXIMUM BUILDING HEIGHT	45'-0"	45'-0"	45'-0"	45'-0"

THE SITE WILL PROVIDE FOR NUTRIENT REMOVAL FOR THE VACANT PORTION OF THE SITE, WATER QUALITY, AND ATTENUATION WITHIN THE DRY RETENTION POND. THE REMAINING LOTS WILL ALSO PROVIDE NUTRIENT REMOVAL, WATER QUALITY, AND ATTENUATION, WITHIN DRY DETENTION / RETENTION AREA.

THE PROPOSED DEVELOPMENT WILL BE SERVICED BY A LIFT STATION THAT WILL BE DEDICATED TO THE CITY OF STUART. AN 8" WATER MAIN IS PROPOSED TO BE EXTENDED ALONG KANNER HIGHWAY TO SERVICE THE DEVELOPMENT.

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	MASTER CPUD PLAN
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	SITE LAYOUT PLAN
4	LANDSCAPE PLAN
5	DUMPSTER ENCLOSURE DETAILS
A1a	BUILDING FLOOR PLAN
A3	BUILDING ELEVATION
EP-1, 2, 3	BUILDING ELEVATION

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

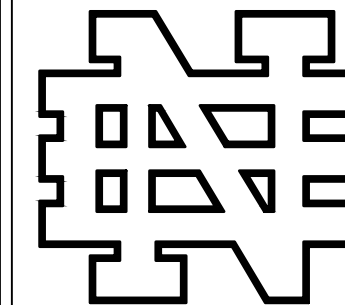
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED OF PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 170.00 FEET; THENCE SOUTHWEST ALONG EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST SAID LOT 2, A DISTANCE OF 170.00 FEET; THENCE SOUTHWEST ALONG A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, SAID POINT BEING ON A CURVE, CONCAVE EASTWARD; AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 59 MINUTES 48 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.

1. DESIRE OF DEVELOPER: THE DEVELOPER DESIRES TO DEVELOP THE SUBJECT PROPERTY AS A COMMERCIAL PLANNED UNIT DEVELOPMENT, HEREINAFTER "CPUD", AS DESCRIBED IN THE STUART LAND DEVELOPMENT REGULATIONS, HEREINAFTER THE "LDR", AND THAT THE SUBJECT PROPERTY BE ZONED CPUD DISTRICT.
2. INTENT OF DEVELOPER: AS REQUIRED BY THE LDR, IT IS THE INTENTION OF THE DEVELOPER THAT THIS AGREEMENT CONSTITUTES A "MASTER PUD AGREEMENT" AS THAT TERM IS USED IN THE LDR. THE DEVELOPER WILL SUBMIT TO THE CITY ANY AND ALL DOCUMENTS REQUESTED BY THE CITY DEVELOPMENT DIRECTOR THE CITY PLANNING BOARD AND THE CITY COMMISSION IN THE COURSE OF THE PUD REVIEW BY THE CITY. THE DEVELOPER WILL FOLLOW THE PUD ZONING PROCEDURES AS SET FORTH IN THE LDR.
3. USES: THE PROPOSED USES ARE GAS STATION AND CONVENIENCE STORE, RESTAURANT, FAST FOOD WITH DRIVE-THROUGH PROFESSIONAL OFFICE AND MEDICAL OFFICE.
4. IMPERVIOUS AREA: DEVELOPMENT OF THE SUBJECT PROPERTY AS A CPUD SHALL INCLUDE AN IMPERVIOUS AREA OF NOT MORE THAN SIXTY-FIVE (65%) OF THE TOTAL DEVELOPMENT WITHIN THE CPUD.
5. BUILDING HEIGHT: THE MAXIMUM BUILDING HEIGHT WITHIN THE CPUD SHALL BE 45 FEET ABOVE EXISTING GRADE. HEIGHT SHALL BE MEASURED FROM THE MEAN HIGH ROOF LINE.
6. OPEN SPACE: NOT LESS THAN 25% OF THE CPUD SHALL BE OPEN SPACE AS DEFINED IN THE CITY LAND DEVELOPMENT REGULATIONS. REQUIRED OPEN SPACE MAY INCLUDE NATIVE VEGETATION AREAS AND LANDSCAPE BUFFERS BETWEEN THE CPUD AND ADJACENT PROPERTY. IN THE EVENT THAT LESS THAN 15% OF THE CPUD IS COMPRISED OF NATIVE VEGETATION, THE REQUIRED BALANCE WILL BE PROVIDED THROUGH OFFSITE MITIGATION OR PAYMENT INTO THE CITY TREE FUND.
7. NATIVE VEGETATION: EXCLUDING WETLANDS DEFINED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, NOT LESS THAN 15% OF THE TOTAL DEVELOPMENT SITE SHALL BE PLANTED AS NATIVE VEGETATION AREA. THE REQUIRED NATIVE VEGETATION AREA MAY INCLUDE OPEN SPACE AREAS AND THE LANDSCAPE BUFFER BETWEEN THE SITE AND ADJACENT PROPERTY. THE LOCATION OF THE NATIVE VEGETATION AREA SHALL BE DETERMINED USING A STUDY OF THE SITE WITH CONSIDERATION TO THE VALUE OF EXISTING VEGETATION.
8. TREE SURVEY: THE DEVELOPER SHALL PROVIDE A CERTIFIED TREE SURVEY PRIOR TO OR WITH SUBMITTAL OF THE FINAL SITE PLAN TO DETERMINE THE EXISTENCE ON THE SUBJECT PROPERTY OF ANY OF THE PROTECTED SPECIES LISTED IN THE LDR. THE SURVEY SHALL IDENTIFY THE TYPE AND SIZE OF PROTECTED AND SPECIMEN TREES.
9. LANDSCAPE REQUIREMENTS: THE LANDSCAPING WITHIN THE CPUD SHALL MEET THE REQUIREMENTS OF THE CITY LAND DEVELOPMENT REGULATIONS, HOWEVER, ADDITIONAL LANDSCAPING MAY BE REQUIRED BY THE CITY IN THE EVENT THE DEVELOPER PROPOSES TO VARY FROM THE MINIMUM REQUIREMENTS OF THE LAND DEVELOPMENT REGULATIONS FOR ANY PORTION OF THE CPUD.
10. PARKING: PARKING WITHIN THE CPUD SHALL COMPLY WITH THE LDR. PARKING AREAS SHALL BE INTERCONNECTED THROUGHOUT THE CPUD AND, WHERE FEASIBLE, WITH ADJACENT PROPERTIES.
11. PEDESTRIAN ACCESS ROUTES: ALL BUILDINGS AND STRUCTURES SHALL HAVE A WALKWAY CONNECTION WITH THE OFF-SITE SIDEWALK SYSTEM.
12. SIGNAGE: ALL SIGNS TO BE LOCATED WITHIN THE CPUD SHALL COMPLY WITH THE LDR.
13. INGRESS / EGRESS: THE CPUD SHALL BE DESIGNED TO LIMIT THE NUMBER OF CURB-CUTS REQUIRED FOR INGRESS AND EGRESS TO AND FROM THE CPUD.
14. BUILDING SPECIFICATIONS: NO TRAILERS, PRE-FABRICATED OR MODULAR STRUCTURES SHALL BE PERMITTED EXCEPT ON A TEMPORARY BASIS TO ASSIST IN DEVELOPMENT AND WITH SALES OF REALTY WITHIN THE CPUD. SUCH TRAILERS OR STRUCTURES SHALL BE REMOVED WITHIN THIRTY DAYS OF A DIRECTION TO DO SO ISSUED BY THE CITY DEVELOPMENT DIRECTOR. FAILURE TO REMOVE SUCH A TRAILER OR STRUCTURE ACCORDINGLY SHALL BE DEEMED A VIOLATION OF CITY CODE.
15. ARCHITECTURAL SPECIFICATIONS: THE ARCHITECTURAL THEME AND MATERIALS OF THE DEVELOPMENT WITHIN THE CPUD MAY BE SUBMITTED AND REVIEWED IN CONJUNCTION WITH THE FINAL SITE PLAN.
16. STATEMENT OF COMMITMENT TO COMPLY WITH THE CITY COMPREHENSIVE PLAN AND LDR: SUBJECT TO THE PROVISIONS OF THE LDR, THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE CITY COMPREHENSIVE PLAN AND OF THE LDR INCLUDING BUT NOT LIMITED, LANDSCAPING, PARKING, STORMWATER MANAGEMENT, RESOURCE PROTECTION, FIRE REGULATIONS, AND PLANNED UNIT DEVELOPMENT REGULATIONS APPLICABLE TO THE PROPERTY AT THE TIME OF PERMITTING.
17. BUILDING PERMITS: NO BUILDING PERMITS SHALL BE ISSUED BY THE CITY FOR ANY DEVELOPMENT WITHIN THE CPUD DISTRICT UNTIL A FINAL DEVELOPMENT PLAN HAS BEEN SUBMITTED AND APPROVED BY THE CITY IN ACCORDANCE WITH THE LDR.

1. FOR LEGAL DESCRIPTION, BOUNDARY INFORMATION AND BENCHMARK INFORMATION, SEE SITE SURVEY SHEET.
2. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL FIELD STAKE THE PROJECT GEOMETRY TO ENSURE PROPOSED DIMENSIONS FIT EXISTING CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARISE.
3. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
4. CONTRACTOR SHALL MATCH PROPOSED CONCRETE AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
5. CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM DURING CONSTRUCTION, SUCH AS BUT NOT LIMITED TO, BUILDING, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
6. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF STUART AND ALL OTHER APPLICABLE AGENCY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
7. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.

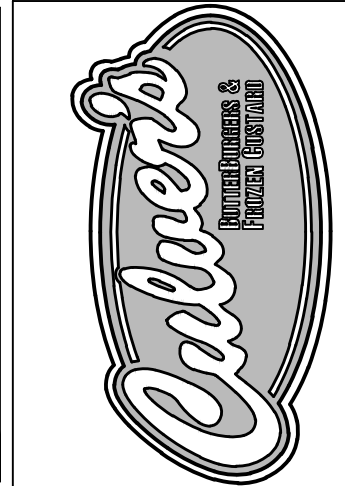
DATE	DESCRIPTION
8/02/16	CITY COMMENTS
9/15/16	CITY COMMENTS



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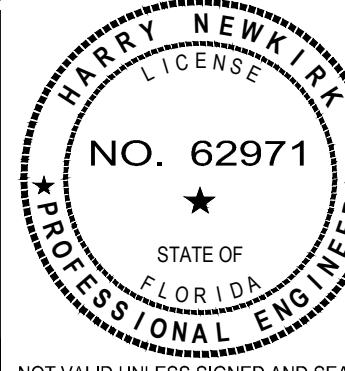


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MASTER CPUD PLAN

CULVER'S

2501 S KANNER HIGHWAY
STUART FLORIDA 34956



NOT VALID UNLESS SIGNED AND SEALED

PROJECT No: 2016-37

DATE: JUNE 2016

DESIGN BY: HHN

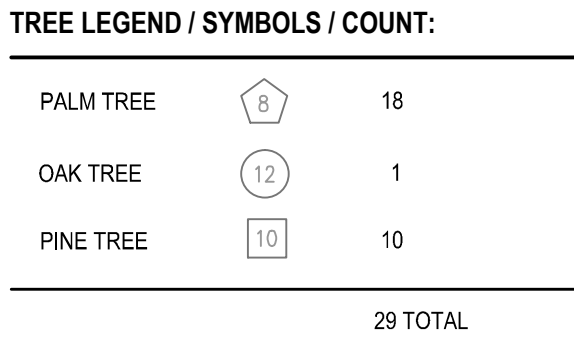
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1



THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE 1" = 20' OR SMALLER, ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK.

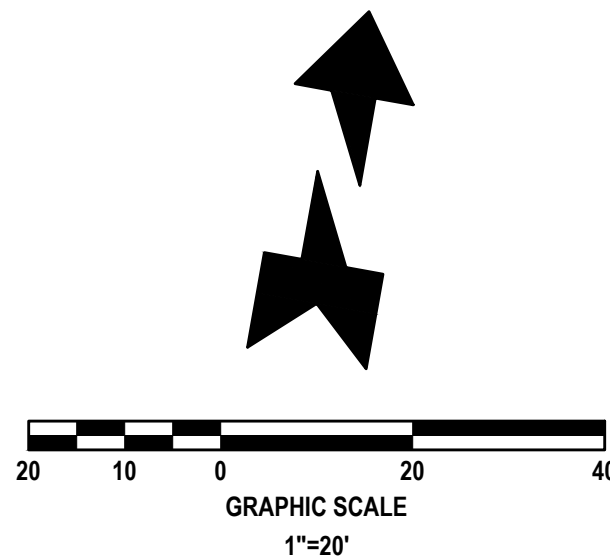
THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5017-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

Anthony Sanzone 04/05/2016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ANTHONY SANZONE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	
AIR CONDITIONER	(M)	MEASURED	□	4" X 4" CONCRETE MONUMENT (AS NOTED)	+7.1 X +6.5.5	EXISTING GROUND ELEVATION
CENTRAL ANGLE	M.B.	MAP BOOK	●	IRON PIPE & /OR CAP (AS NOTED)		EXISTING HARD ELEVATION
CHORD BEARING	N/A	NORTH AMERICAN VERTICAL DATUM	⊙	NAIL & DISK (AS NOTED)		
CROSS DISTANCE	N/A	NOT AVAILABLE AND/OR NOT AVAILABLE	⊕	BENCHMARK		
CALCULATED	NGVD	NATIONAL GEODETIC VERTICAL DATUM	⊕	SEWER VALVE	— OHC —	OVERHEAD ELECTRIC
CARE OF	No.	NUMBER	⊕	SIGN	— TEL —	UNDERGROUND TELEPHONE LINE
DECORATIVE	N/P	NOT POSTED ON PANEL	⊕	WOOD POWER POLE	— FM —	FORCE MAIN LINE
DESCRIPTION OR DEED	(NR)	NOT RADIAL	⊕	CONCRETE POWER POLE	— WM —	WATER LINE
DRAWING	(P)	PLAT	⊕	UTILITY BOX	— F-4 PG. 35 —	SIZE & TYPE SANITARY LINE
EDGE OF PAVEMENT	PG	PAGE	⊕	GUY ANCHOR	— SAN —	SEWER LINE
ELEVATION	P.A.	PROFESSIONAL ASSOCIATION	⊕	WATER VALVE	— UOP —	UNDERGROUND POWER LINE
FINISH FLOOR	PKD	PARKER KALON NAIL & DISK (AS NOTED)	⊕	FIRE HYDRANT	— WS —	WATER SERVICE
FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.	POST OFFICE	⊕	CLEANOUT		
FEDERAL EMERGENCY MANAGEMENT AGENCY	PRM	PERMANENT REFERENCE MONUMENT	⊕	SANITARY SEWER MANHOLE		
FLOOD INSURANCE RATE MAP	PVC	POLY VINYL CHLORIDE	⊕	WATER MAIN		
FLORIDA	R	RADIUS	⊕	X-CUT (AS NOTED)		
IDENTIFICATION	(R)	RECORD	⊕	IRON ROD & /OR CAP (AS NOTED)		
IRON PIPE (AS NOTED)	RCR	REINFORCED CONCRETE PIPE	⊕			
IRON PIPE & /CAP (AS NOTED)	IRC	RIGHT-OF-WAY	⊕			
LICENSED BUSINESS	SWN	SANITARY SEWER	⊕			
LICENSED CORPORATION	WO#	WORK ORDER NUMBER	⊕			
LIMITED LIABILITY COMPANY	WM	WATER MAIN	⊕			
LICENSED SURVEYOR	W		⊕			
LENGTH	●		⊕			
ELORBITA POWER & LIGHT	●		⊕			

 **A1A GEO**
LAND SURVEYING CONSTRUCTION LAYOUT
1366 N U.S. HWY 1, Ste 602 Ormond Beach Florida 32174
Voice : 386.672.3633 a1ageo.com
LB # 7967 LS # 6309



DRIVE THRU KEY:

- (A) VEHICLE HEIGHT DETECTOR (8'-6" CLEARANCE)
(B) PRE-SELL MENU BOARD
(C) DRIVE THRU CANOPY AND SPEAKER
(D) DRIVE THRU ORDER MENU BOARD

SITE DATA

TOTAL SITE AREA	1.217 ACRES (53,011 SF)
FUTURE LAND USE	COMMERCIAL
EXISTING ZONING	CPUD
EXISTING USE	VACANT
PROPOSED USE	RESTAURANT
BUILDING COVERAGE	4,442 SF
BUILDING STORIES	1-STORY
FAR	8.4%
PROPERTY CONTROL #	SHOPPES AT MONTEREY & KANNER - LOT 2

OPEN SPACE	SQ. FT	ACRE	%
OPEN SPACE REQUIRED	13,253	0.304	25.0
OPEN SPACE PROVIDED	11,375	0.261	21.4
NATIVE VEGETATION BUFFER AREA	6,801	0.156	12.8
REMAINING PERIMETER LANDSCAPE BUFFERS	4,574	0.105	8.6

IMPERVIOUS AREAS	SQ. FT	ACRE	%
BUILDING COVERAGE	4,442	0.102	8.4
PAVEMENT / SIDEWALKS	29,786	0.684	56.2
TOTAL	34,228	0.786	64.6

PERVIOUS AREAS	SQ. FT	ACRE	%
NATIVE VEGETATION BUFFER AREA	6,801	0.156	12.8
REMAINING PERIMETER LANDSCAPE BUFFERS	4,574	0.105	8.6
INTERIOR LANDSCAPE AREAS	7,408	0.170	15.4
TOTAL	18,783	0.431	35.4

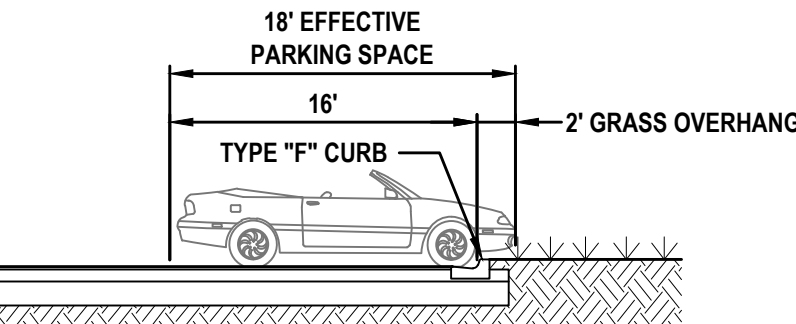
PARKING REQUIREMENTS	REQUIRED	PROVIDED
RESTAURANT-GENERAL (1 SPACE PER 3 SEATS)		
126 SEATS / 3	42 SPACES	67 SPACES 64 STANDARD + 3 HANDICAP

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

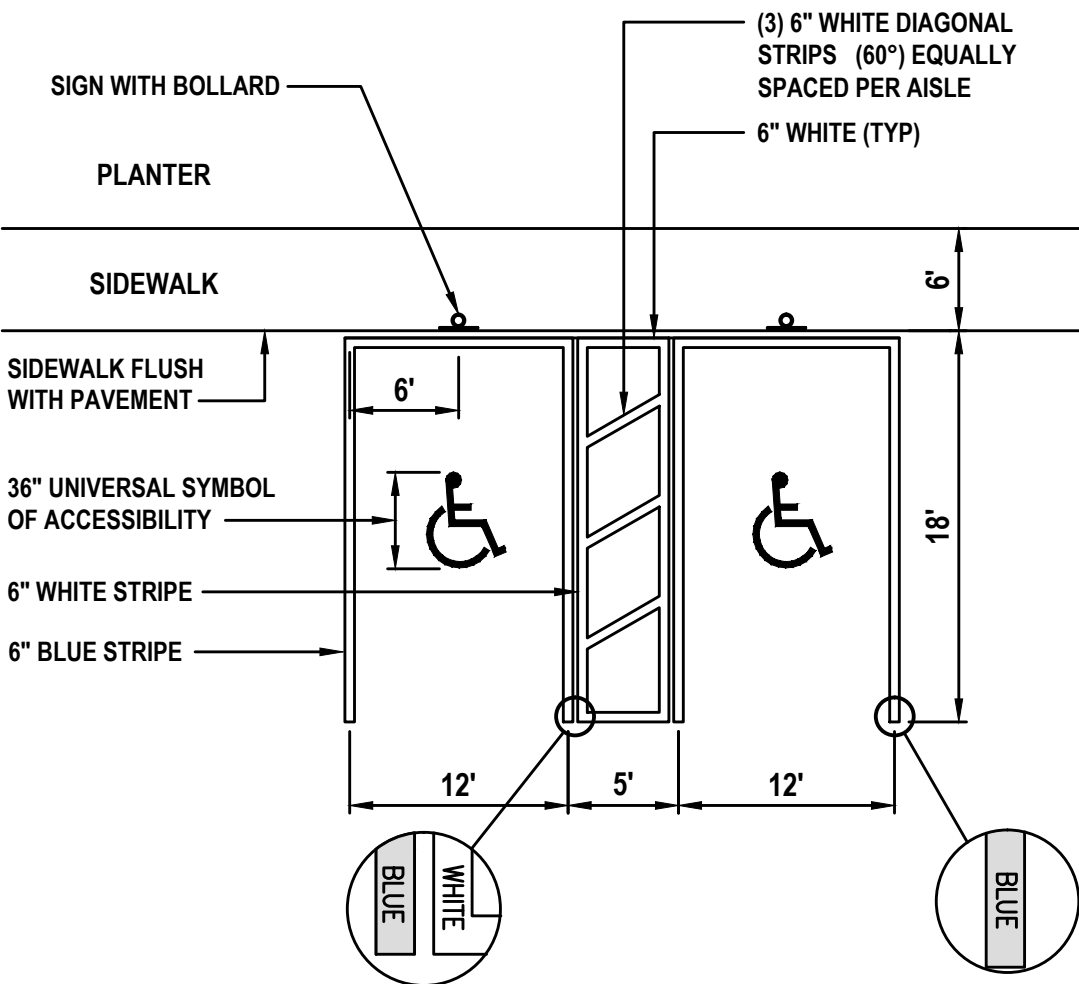
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 170.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 312.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID KANNER HIGHWAY, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 59 MINUTES 49 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.



PARKING SPACE OVERHANG DETAIL

SCALE: 1" = 10'



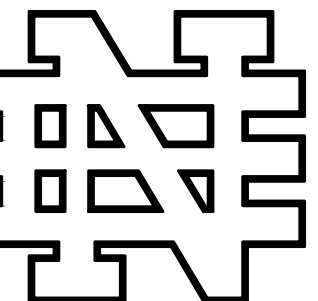
HANDICAP PARKING STRIPING

(UNIVERSAL SPACES PER FLORIDA ADA)

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS

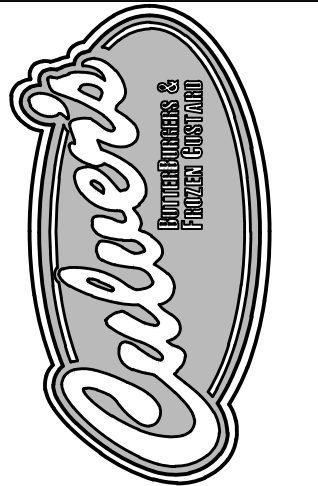


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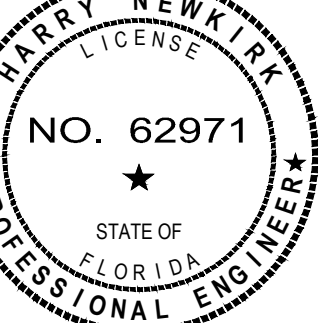
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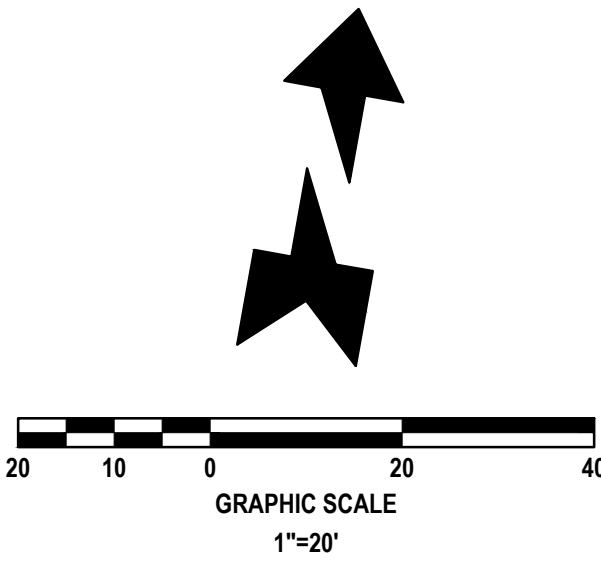
SITE LAYOUT PLAN
CULVER'S
2501 S KANNER HIGHWAY
STUART, FLORIDA 34956



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PROJECT No:	2016-37
DATE:	JUNE 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
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3



XERIC LANDSCAPE CHART		
OPTION		POINTS
1	UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH.	5
2	PLAN SUBMITTED WITH LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN.	5
3	51% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST.	10
4	51% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10
5	51% OR MORE OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10
6	25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	5
8	UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10
TOTAL		55



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

NOTE:
1. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 3" DIAMETER MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED.

PLANT LIST					
CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE SPECIES?
CANOPY TREES					
AR	6	ACER RUBRUM	RED MAPLE	12' HGT., 6" SPR., 3" DBH	YES
IO	8	ILEX OPACA	AMERICAN HOLLY	12' HGT., 6" SPR., 3" DBH	YES
MG	2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	12' HGT., 6" SPR., 3" DBH	YES
PO	7	PLATANUS OCCIDENTALIS	SYCAMORE	12' HGT., 6" SPR., 3" DBH	YES
QV	5	QUERCUS VIRGINIANA	LIVE OAK	12' HGT., 6" SPR., 3" DBH	YES
SM	4	SWIETENIA MAHAGONI	MAHOGANY	12' HGT., 6" SPR., 3" DBH	YES
TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	12' HGT., 6" SPR., 3" DBH	YES
SUBTOTAL	42				42 YES / 0 NO
UNDERSTORY TREES					
CS	1	CASSIA SURATTENSIS	GLAUCOUS CASSIA	12' HGT., 6" SPR., 2.5" DBH	YES
LS	7	LAGERSTROMIA SPECIOSA	QUEENS CREPE MYRTLE	12' HGT., 6" SPR., 2.5" DBH	YES
TH	9	TABEUIA HETEROPHYLLA	PINK TAB OR TRUMPET TREE	12' HGT., 6" SPR., 2.5" DBH	YES
SUBTOTAL	17				17 YES / 0 NO
PALM TREES					
PR	5	PHOENIX ROEBELII	PYGM DATE PALM	5' HGT., TRIPLE, FULL	NO
PE	5	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	8' CLEAR TRUNK	YES
RR	6	ROYSTONEA REGIA	ROYAL PALM	12' CLEAR TRUNK	YES
RE	2	RHAPIS EXCELSA	LADY PALM	7 GAL., 4' HGT., 5-7 STEMS	NO
WR	6	WASHINGTONIA ROBUSTA	MEXICAN WASHINGTON PALM	12' - 16' CLEAR TRUNK	YES
SUBTOTAL	24				17 YES / 7 NO
SHRUBS					
CE	101	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTONWOOD	3 GAL., 24" HGT., FULL, 30" O.C.	YES
CI	40	CHRYSOBALANUS ICACO	COCOPLUM	3 GAL., 24" HGT., FULL, 30" O.C.	YES
CU	47	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL., 24" HGT., 30" O.C.	YES
IVS	30	ILEX VOMITORIA NANA	DWARF YOUNG HOLLY	3 GAL., 18" HGT., FULL, 36" O.C.	YES
IX	43	IXORA SSP.	RED TAIWAN DWARF IXORA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
ROSA	109	ROSA SSP.	RED KNOCKOUT ROSE	3 GAL., 18" HGT., FULL, 30" O.C.	YES
VW	188	VIBURNUM OBOVATUM	WALTERS VIBURNUM	3 GAL., 24" HGT., FULL, 30" O.C.	YES
VW1	17	VIBURNUM OBOVATUM	WALTERS VIBURNUM	10 GAL., 48" HGT., FULL, 48" O.C.	YES
SUBTOTAL	575				532 YES / 43 NO
GROUND COVER					
CR	88	CATHARANTHUS ROSEUS	PERIWINKLE	1 GAL., 12" HGT., 24" O.C.	YES
HL	29	HYMENOCALLIS LATIFOLIA	SPIDER LILY	1 GAL., 12" HGT., 24" O.C.	YES
SY	187	SYRINCHIUM	BLUE EYED GRASS	1 GAL., 12" HGT., 24" O.C.	YES
UL	112	URECHITES LUTEA	WILD ALLAMANDA	3 GAL., 20" HGT., 30" O.C.	YES
SUBTOTAL	416				416 YES / 0 NO
GRASSES					
MC	158	MUHLNBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., 30" O.C.	YES
SB	123	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 20" HGT., 36" O.C.	YES
SUBTOTAL	281				281 YES
TOTAL	1355				1305 YES / 50 NO

BUFFER CALCULATIONS:

WEST BUFFER (KANNER HIGHWAY): 10 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 170.00 / 30 = 6 TREES (12 UNDERSTORY TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

NORTH BUFFER (NORTH PROPERTY LINE): 5 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 285.21 / 30 = 10 TREES (11 TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

SOUTH BUFFER (SOUTH PROPERTY LINE): 5 FT WIDE BUFFER

REQUIRED TREE: 1 TREE PER 30 LF = 288.17 / 30 = 10 TREES (11 TREES PROVIDED)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

EAST BUFFER (EAST PROPERTY LINE): 40 FT WIDE BUFFER (PER PLAT)

REQUIRED TREE: 1 TREE PER 30 LF = 170.00 / 30 = 6 TREES (11 TREES PROVIDED, 3 EXISTING)
REQUIRED HEDGE: CONTINUOUS (CONTINUOUS HEDGE PROVIDED)

TOTAL TREE REQUIREMENT:

1 TREE PER 2,500 SQUARE FEET OF PROPERTY
TOTAL TREES REQUIRED = 53,011 SF x 1 / 2,500 SF = 22 TREES

PROVIDE A SHADE TREE FOR EACH ADDITIONAL 500 SF OF PARKING IMPERVIOUS SURFACE

REQUIRED PARKING = 42 SPACES
PROVIDED PARKING = 67 SPACES

25 ADDITIONAL PARKING SPACES x 100 SF PER SPACE = 2,500 SF

TOTAL REQUIRED ADDITIONAL SHADE TREES = 2,500 SF x 1 TREE / 500 SF = 5 SHADE TREES

TOTAL REQUIRED TREES = 27 TREES

TOTAL TREES PROVIDED
PROPOSED SHADE TREES = 42 TREES
PROPOSED UNDERSTORY TREES = 17 TREES
PROPOSED PALM TREES (12' HEIGHT) = 12 TREES
EXISTING TREE TO REMAIN = 3 TREES

TOTAL TREES = 74 TREES

TOTAL LANDSCAPE AREA REQUIREMENT:

20% OF TOTAL SITE AREA REQUIRED TO BE LANDSCAPED
TOTAL LANDSCAPE AREA REQUIRED = 53,011 x 0.20 = 10,602 SF (20.0%)
TOTAL LANDSCAPE AREA PROVIDED = 18,783 SF (35.4%)

SHADE TREE REQUIREMENT:

50% OF PLANTED TREES REQUIRED TO BE SHADE TREES
SHADE TREES / TOTAL TREES x 100 = 42 / 71 x 100 = 59.2%

GRASS AREAS

BAHIA SOD (NATIVE, DROUGHT TOLERANT) 2,059 SF (34.1%)
SAND CORDGRASS 1,198 SF (19.9%)
PINK MUHLY GRASS 1,503 SF (24.9%)
ST. AUGUSTINE SOD (NOT NATIVE) 1,270 SF (21.1%)
TOTAL GRASS 6,030 SF (100.0%)

LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
- ANY PLANT MATERIALS OF WHATSOEVER TYPE AND KIND REQUIRED BY THESE REGULATIONS SHALL BE REPLACED WITHIN THIRTY (30) DAYS OF THEIR DEMISE AND/OR REMOVAL.
- CWC REAL PROPERTIES, LLC. SHALL BE RESPONSIBLE TO PERFORM LANDSCAPE MAINTENANCE. MAINTENANCE TO INCLUDE: MOWING, EDGING AND TRIMMING OF GRASS AREAS; CONTROLLING WEEDS, INSECT PEST AND DISEASES IN GRASS AREAS; MAINTAINING FLOWERS, SHRUBS AND TREES; MAINTAINING IRRIGATION SYSTEMS.
- ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
SOD SPECIFIED AS ST. AUGUSTINE "FLORTAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
- SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
- ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
- ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
- ALL PLANTING BEDS SHALL BE TREATED WITH 'ROUND-UP' AND 'RONSTAR'. USE AS DIRECTED BY MANUFACTURERS.
- NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
- EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
- THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
- ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
- PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
- EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED, NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
- ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
- ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 672-9515.
- ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
- ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
- ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH ST. AUGUSTINE FLORITAM UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
- ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
- ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
- TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
- ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
- PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
- REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3" OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
- FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.

TREE PRUNING NOTE:

REMOVE ALL EXISTING UNDERBRUSH AND GROUND COVERS WITHIN LANDSCAPE BUFFERS. PRUNE ALL TREES TO REMAIN IN ACCORDANCE WITH ANSI A 300 PRUNING STANDARDS AS PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA).

LANDSCAPE CERTIFICATION

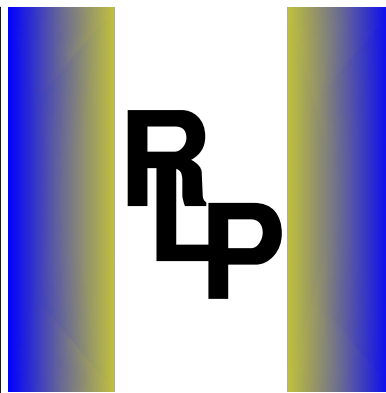
- A REGISTERED LANDSCAPE ARCHITECT OR OTHER PERSON AS AUTHORIZED BY CHAPTER 481, FLORIDA STATUTES, AS AMENDED, OR OTHER TYPE OF PROFESSIONAL AS APPROVED BY THE COUNTY ADMINISTRATOR OR DESIGNEE., SHALL CONDUCT A FINAL FIELD INSPECTION. A CERTIFICATE OF COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION SHALL BE PROVIDED TO THE COUNTY AND THE PROPERTY OWNER PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY (CO). IF THE PROPERTY OWNER INSTALLS THE LANDSCAPING AND IRRIGATION, THE OWNER SHALL ACT AS THE CERTIFYING AGENT.
- INSTALLATION PRIOR TO CO. PRIOR TO ISSUANCE OF ANY CO, OR WHERE NO CO IS REQUIRED, PRIOR TO FINAL INSPECTION OR THE USE OF THE LOT, ALL REQUIRING LANDSCAPING SHALL BE INSTALLED AND IN PLACE AS SET OUT IN THE APPROVED LANDSCAPE PLANS. IN CASES WHERE TIMELY INSTALLATION OF LANDSCAPING IS NOT PRACTICABLE DUE TO THE SEASON OR SHORTAGE, AS DETERMINED BY THE COUNTY ADMINISTRATOR OR DESIGNEE, A BOND SATISFACTORY TO THE ENGINEERING SERVICES DEPARTMENT SHALL BE POSTED UNTIL THE PLANTING OCCURS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- PINK MUHLY GRASS
- SAND CORDGRASS
- QUANTITY OF PLANTS
- PLANT CODE (SEE SCHEDULE)

REVISIONS

DATE	DESCRIPTION
8/02/16	CITY COMMENTS
9/15/16	CITY COMMENTS



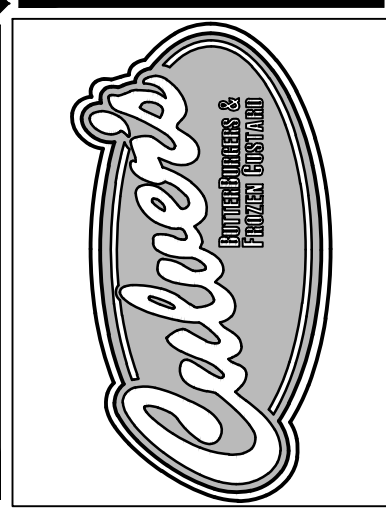
RICHARD L. POORE, LA

PLANNER & LANDSCAPE ARCHITECT

300 GATEWOOD COURT - ORLANDO BEACH, FLORIDA 32714

CELL: (386)212-8491 - RLA# 0000553

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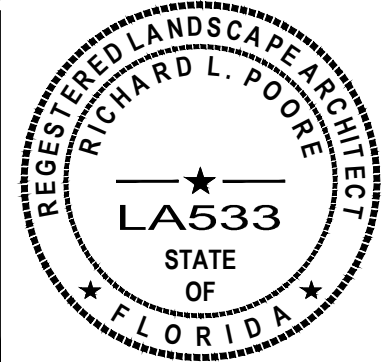


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LANDSCAPE PLAN

CULVER'S

2501 S KANNER HIGHWAY
STUART, FLORIDA 34956



PROJECT No: 2016-37

DATE: JUNE 2016

DESIGN BY: HHN

DRAWN BY: DAB

CHECKED BY: HHN

SCALE:

DRAWING NUMBER

4

[illegible]

Certificate of Authorization
No. 30209
© 2013



**DUMPSTER
ENCLOSURE DETAILS**

CULVER'S

2501 S KANNER HIGHWAY
STUART, FLORIDA 34956



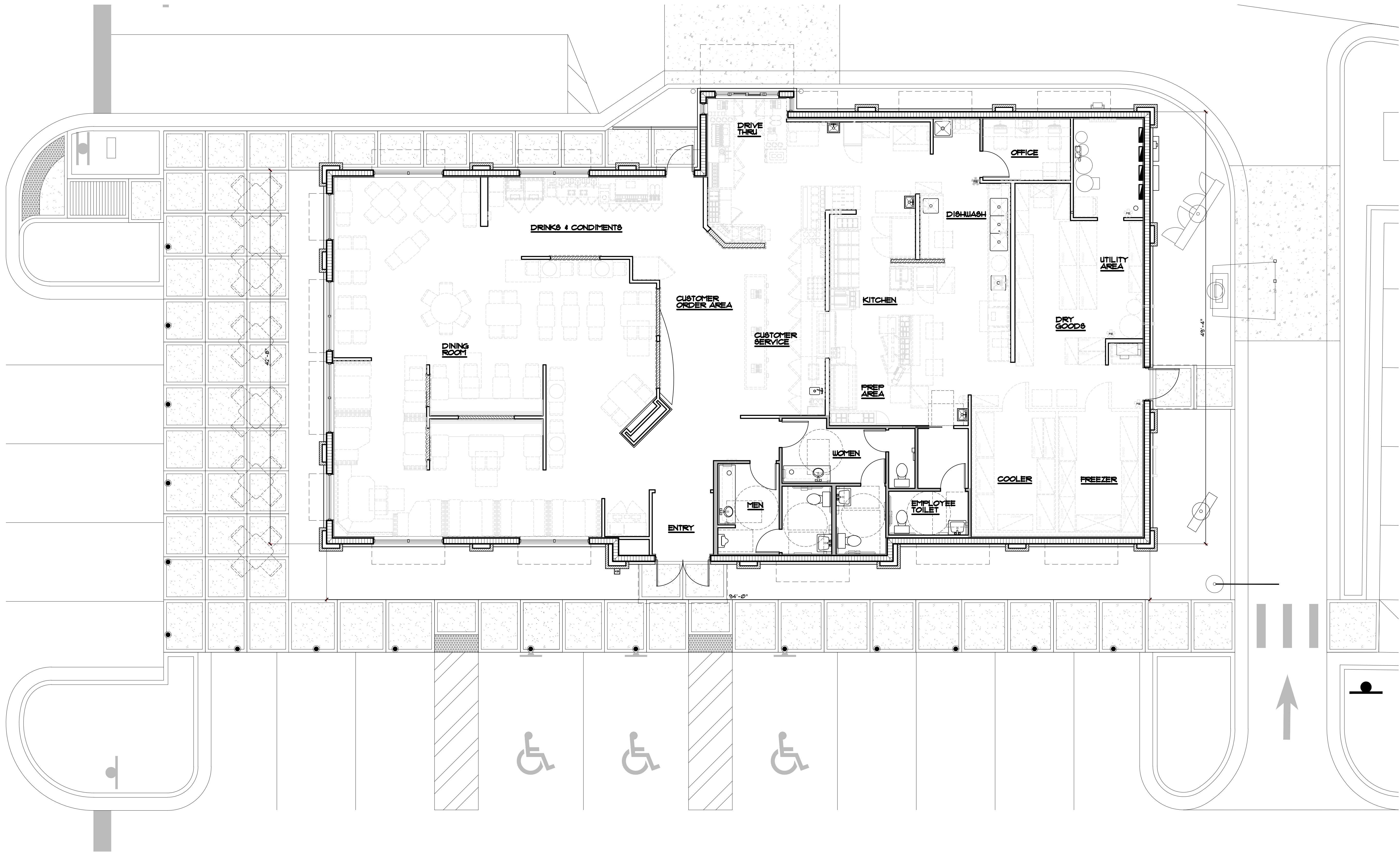
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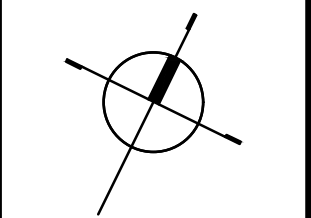


1 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

REVISIONS	BY

OLIVERI ARCHITECTS
ARCHITECTS
AA-0002921
Member of the American Institute of Architects
32707 US Hwy. 19 • Palm Harbor, FL 34684
Phone 727.781.6623 • Fax 727.781.6623
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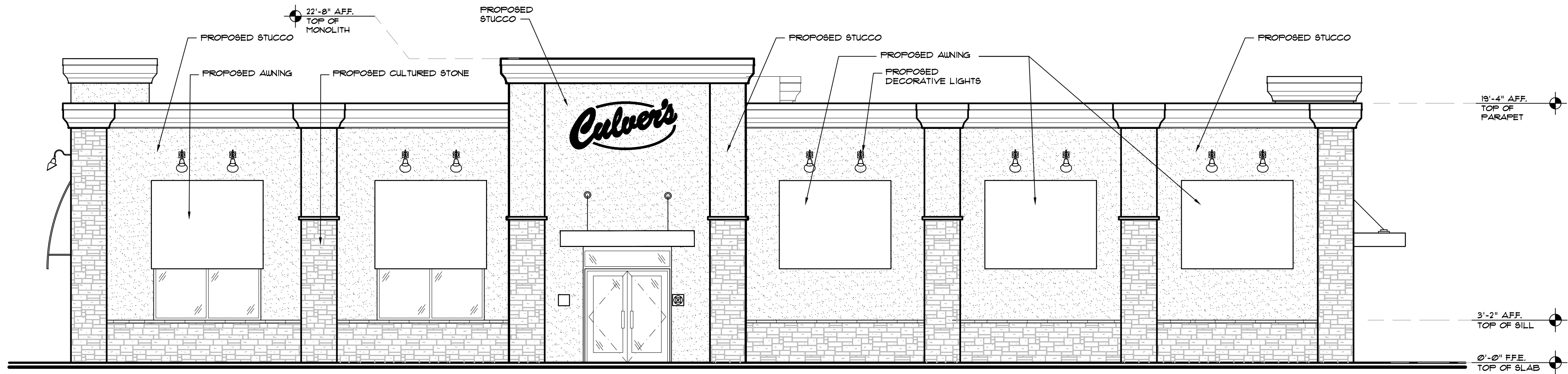


Joseph L. Oliveri, AIA
State of Florida
License # AR0014428

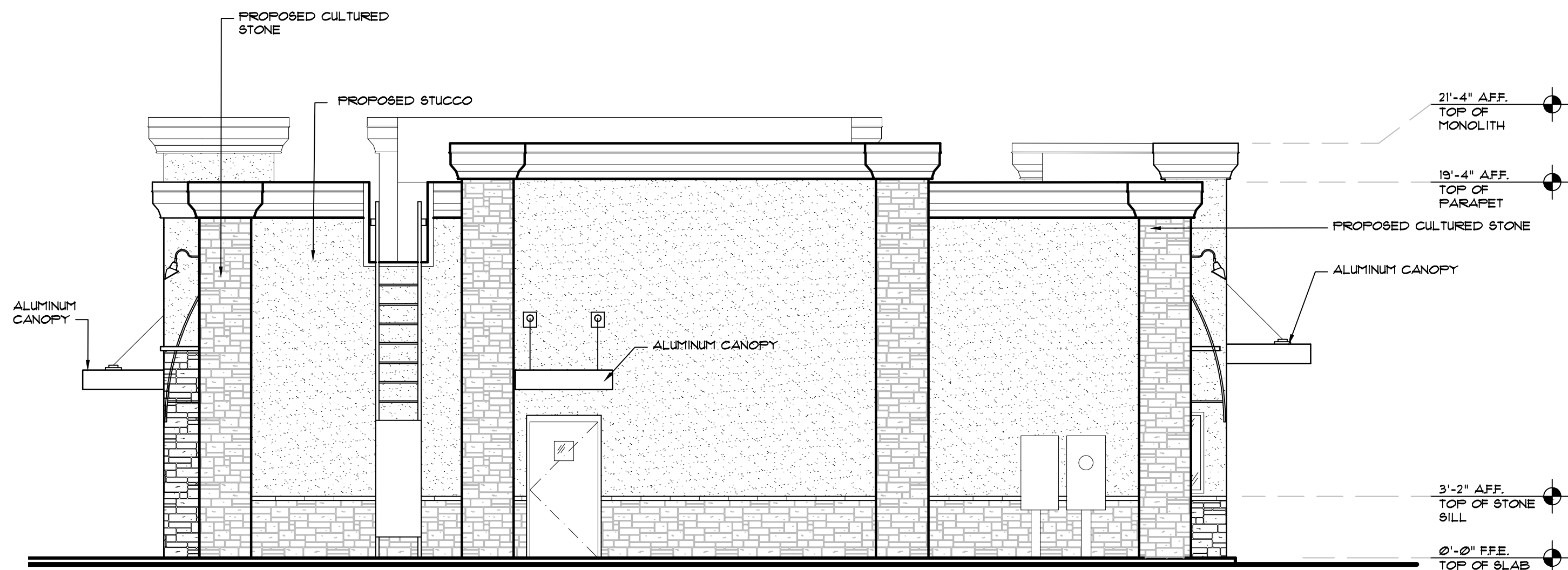
New Free Standing
Culver's
Kanner Highway
Stuart, Florida

Date: 08. 01. 16
Scale: AS NOTED
Project Mgr: RNS
Drawn: LCH
Job: 16-39
Sheet

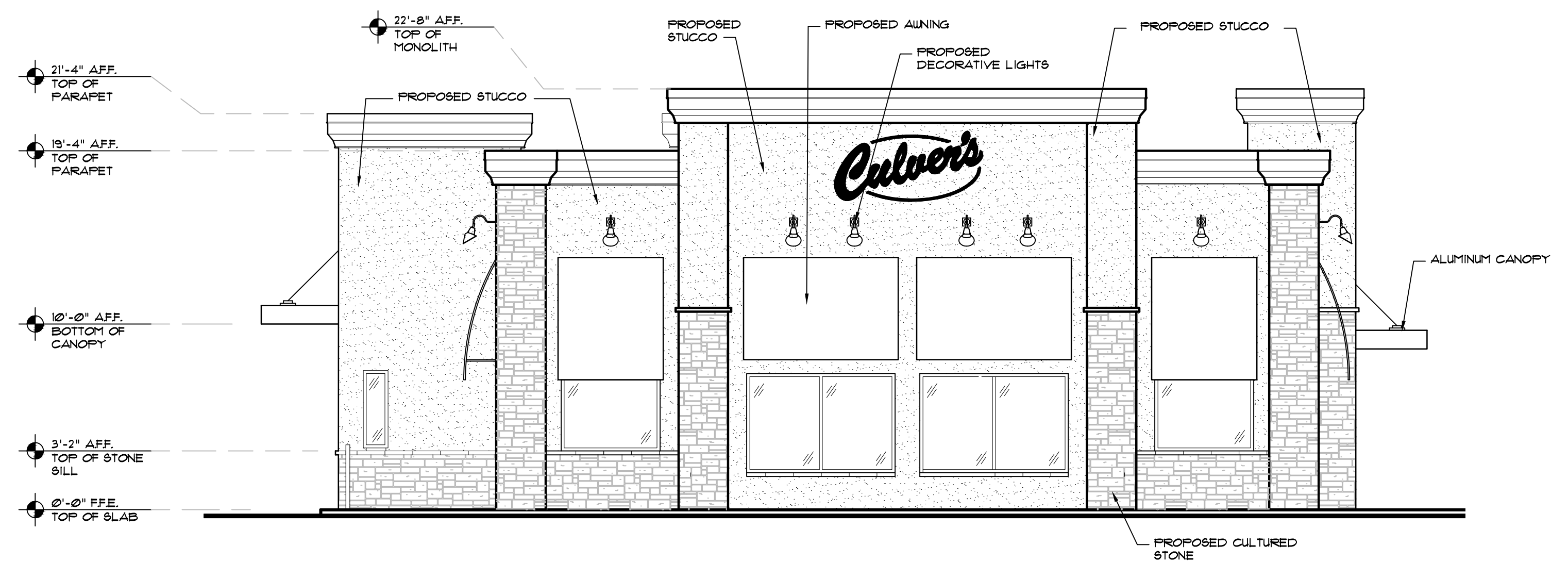
A1a



1 PROPOSED SOUTH EAST EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



2 PROPOSED NORTH EAST EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"



3 PROPOSED SOUTH WEST EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

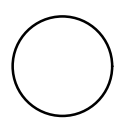


4 PROPOSED NORTH WEST EXTERIOR ELEVATION
SCALE: 3/16" = 1'-0"

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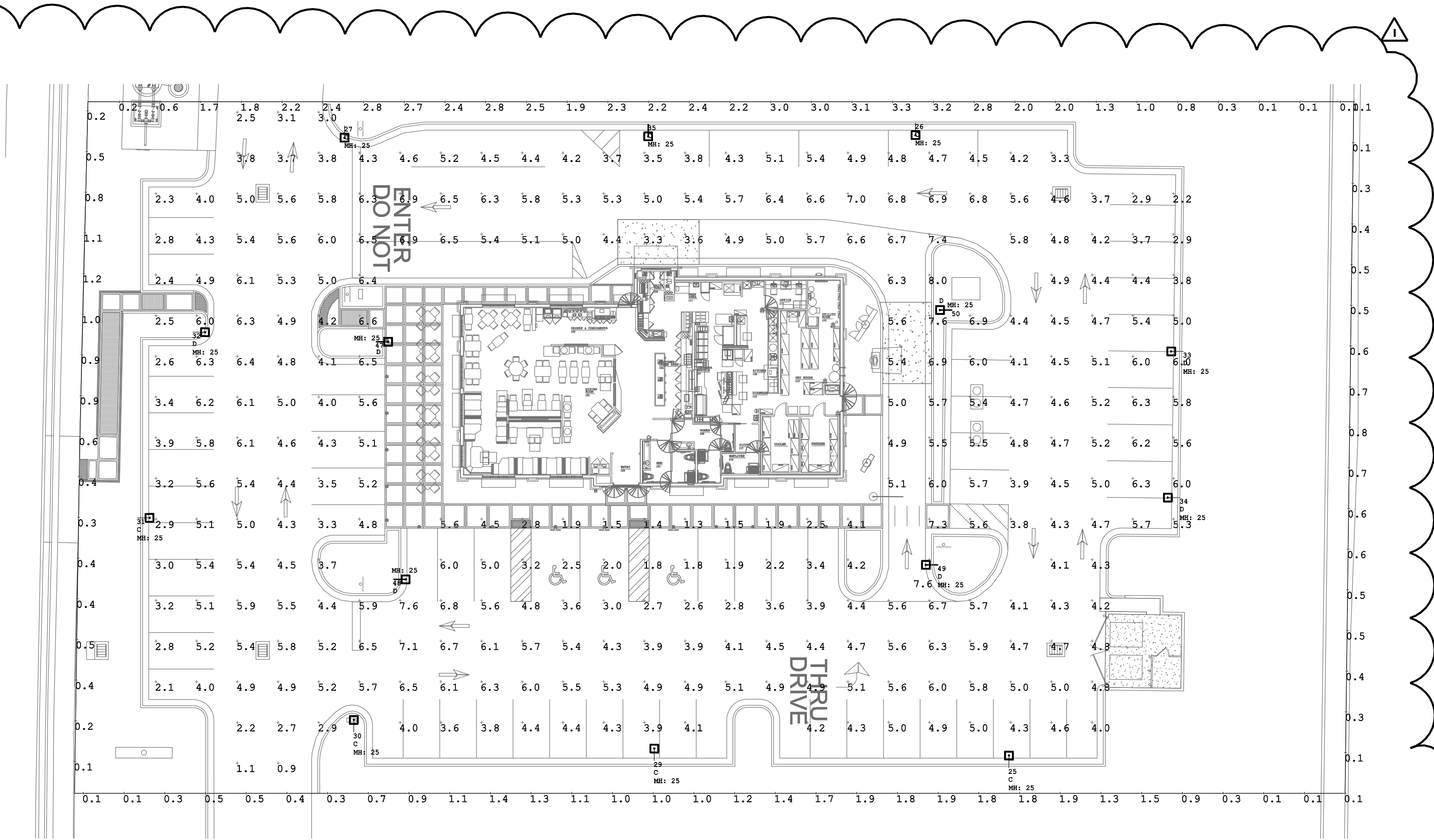
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State of Florida
License # A00014028

New Free Standing
Culver's
Kanner Highway
Stuart, Florida

Date: 08. 01. 16
Scale: AS NOTED
Project Mgr: RNS
Drawn: LCH
Job: 16-39
Sheet

A3

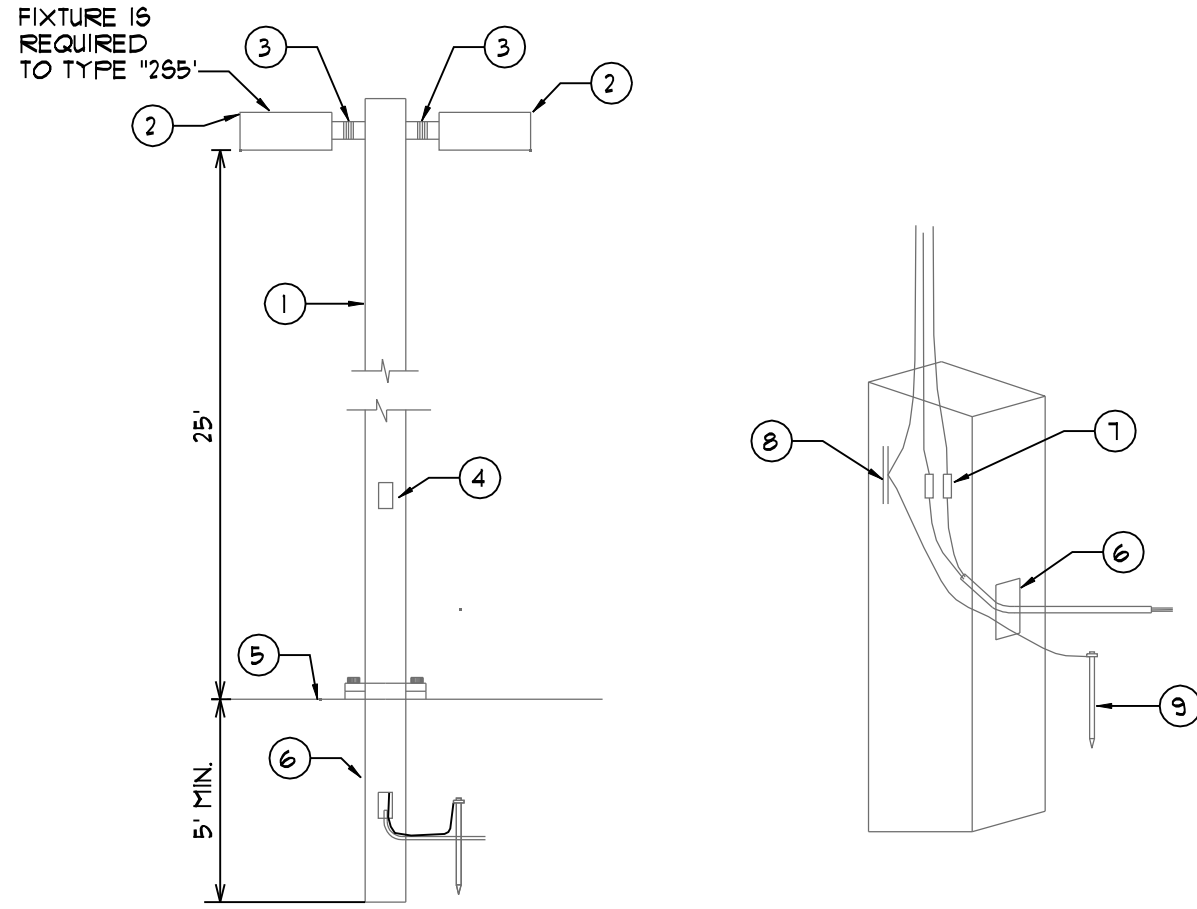
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Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF Description
	7	C	SINGLE	N.A.	0.912 LITHONIA LIGHTING DSX1 LED 60C 700 40K BLC MVOLT
	7	D	SINGLE	N.A.	0.912 LITHONIA LIGHTING DSX1 LED 60C 1000 40K T4M MVOLT

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
PARKING AREA AND DRIVES	Illuminance	Fc	4.77	8.0	0.9	5.30	8.89	HORIZONTAL PLANE OF CALCULATION AT ZERO FT AFG
PROPERTY LINE	Illuminance	Fc	1.12	3.3	0.1	11.20	33.00	HORIZONTAL LINE OF CALCULATION AT ZERO FT AFG

Object Summary		
Label	Type	Description
BUILDING	Polygon-Flat	BUILDING AT 20FT REFLECTANCE 20%



- POLE DETAIL NOTES:
- 1 PROVIDE A 30" DIRECT BURIAL CONCRETE POLE FOR FIXTURE TYPES 285 AND 5548. THE POLES AND BASE, COMPLETE WITH MOUNTING DEVICE AND LUMINAIRES IN PLACE, SHALL BE CAPABLE OF WITHSTANDING A SUSTAINED WIND VELOCITY OF NOT LESS THAN 150 MILES PER HOUR. PROVIDE SIGNED AND SEALED DRAWINGS BY A STATE LICENSED PROFESSIONAL STRUCTURAL ENGINEER.
 - 2 PROVIDE REQUIRED POLE TOP TENON, BRACKET ARM AND ACCESSORIES COMPATIBLE WITH POLE DESIGN.
 - 3 PROVIDE GROUND WIRE ATTACHED TO GROUND LUG OR THROUGH BOLT ON BRACKET ARM, AND TO GROUND LUG ON LUMINAIRE.
 - 4 STANDARD HANDHOLE WITH ALUMINUM COVER ATTACHED WITH STAINLESS STEEL MACHINE SCREWS. MAKE CIRCUIT SPICES IN THIS HANDHOLE.
 - 5 BACKFILL WITH CONCRETE. 3000 PSI MIN.
 - 6 PROVIDE CONDUIT ENTRANCE BELOW GRADE.
 - 7 PROVIDE 10 AMP FNO SLOW BLOW FUSE.
 - 8 SPlice GROUND WIRES INSIDE HANDHOLE AND SECURELY BOND GROUND WIRES TO A CONTINUOUS STEEL BAR IN THE POLE.
 - 9 PROVIDE 3/4" DIA. X 10'-0" COPPER GROUND ROD AT EACH POLE. PROVIDE #10 AWG. CU BARE GROUND WIRE FROM EACH LUMINAIRE AND BONDED TO GROUND ROD (TYPICAL). PROVIDE THE CONCRETE POLE WITH #3 AWG STRANDED BARE COPPER CONDUCTOR BONDED TO STEEL BAR IN POLE AND TO GROUND ROD.

Luminaire Location Summary					
LumNo	Label	Z	Orient	Tilt	Switched
25	C	25	89.291	0	On
26	C	25	270	0	On
27	C	25	270	0	On
29	C	25	89.291	0	On
30	C	25	89.291	0	On
31	C	25	0.319	0	On
32	D	25	359.545	0	On
33	D	25	180	0	On
34	D	25	180	0	On
35	C	25	270	0	On
47	D	25	0	0	On
48	D	25	0	0	On
49	D	25	180	0	On
50	D	25	180	0	On

REVISIONS

BY

08.25.16
BLOG DEPT. COMMENTS

MPS

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NEW FREE STANDING
Culvers
2501 S Kanner Highway
Stuart, Florida 34956

Michael P. Spychala P.E.
Fla. P.E.# 31533
Fla. CO.# 3867

Date: 08. 10. 16

Scale: AS NOTED

Project Mgr: MPS

Drawn: MW

Job: 16-39

Sheet

EP1



Memorandum

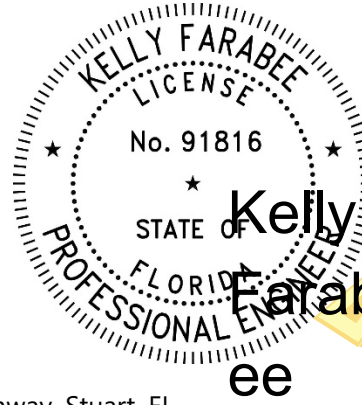
To: City of Stuart Reviewer

From: Kelly C. Farabee, PE, PTOE, RSP1

Cc: Ross Lucas, PE, Fulmer Lucas

Date: October 21, 2022

Subject: HCA FSER Traffic Impact Statement – S Kanner Highway, Stuart, FL



Digitally signed
by: Kelly
Farabee
DN: CN = Kelly
Farabee C = US
O = Florida
Date: 2022.10.21
09:41:48 -04'00'

An 11,570 square-foot Free Standing Emergency Room (FSER) is proposed for a site on S Kanner Highway in Stuart, Florida. The existing site is unoccupied but is accessed via an inter-parcel access road that runs parallel to S Kanner Highway. The access road has an existing Right-In/Right-Out (RIRO) access point to S Kanner Highway at the north side of the project site. The adjacent parcel to the south has an existing driveway that allows both left and right turns into the site. The proposed project would not add any new access points onto S Kanner Highway. Figure 1 presents an aerial view of the existing project site. A site plan is attached.



Figure 1 – Aerial View of Existing Project Site

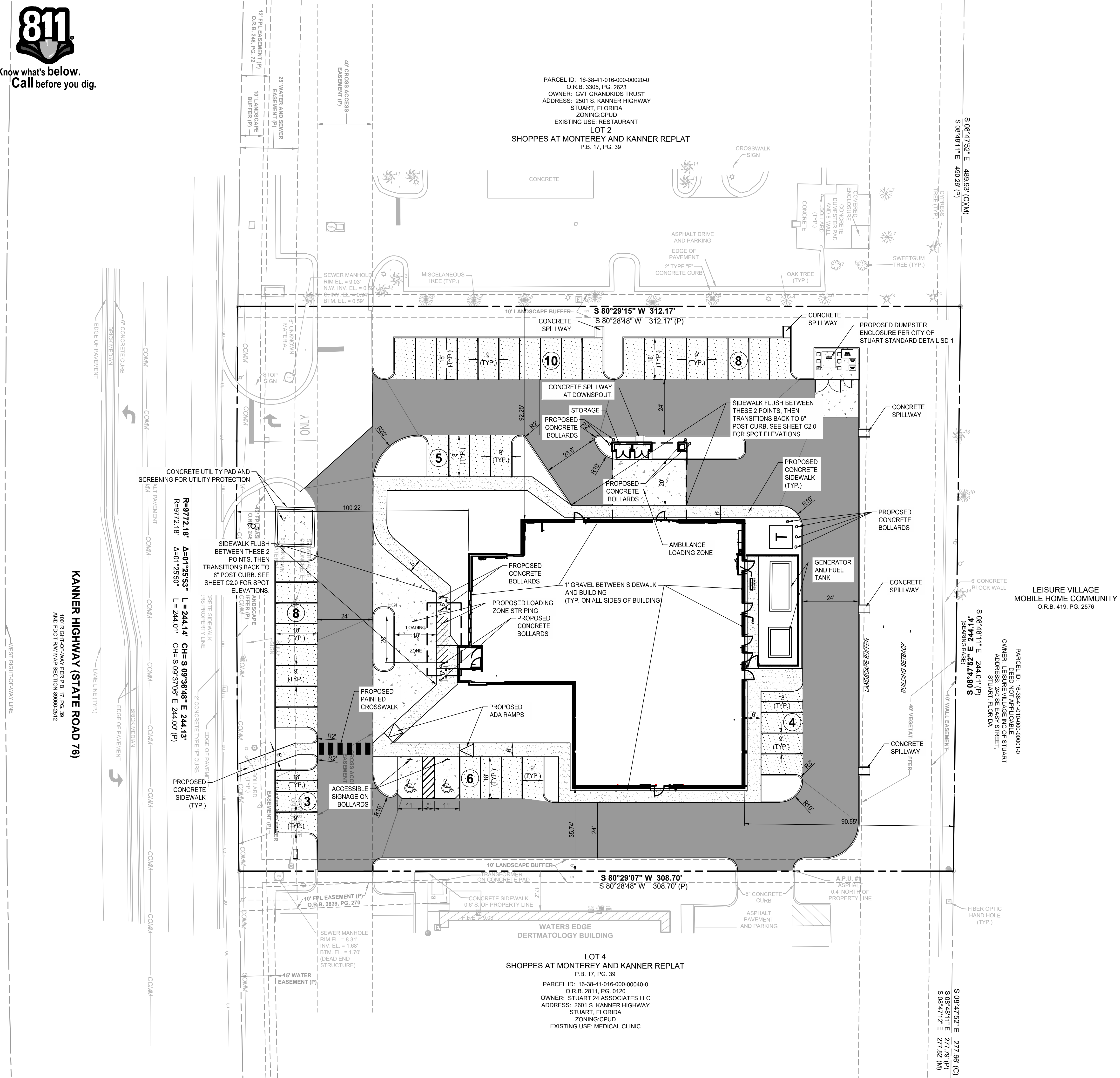


Trip Generation analysis for the proposed project was performed using data published in the ITE *Trip Generation Manual, 11th Edition* (TGM) for Land Use Code 650 – Free-Standing Emergency Room. An independent variable of gross floor area was used to determine the number of trips to be generated by the site. The TGM data indicates that for the weekday peak hour of adjacent street traffic between 7 and 9 am, 50 percent of traffic enters a typical site and 50 percent of traffic exits. For the weekday peak hour of adjacent street traffic between 4 and 6 pm, 46 percent of traffic enters a typical site and 54 percent exits. The results of the analysis are summarized below in Table 1.

Table 1 – Trip Generation Analysis Summary

ITE Code	Land Use Description	Intensity		Method	Daily Trip Ends	AM Peak Hour			PM Peak Hour		
		Size	Units			Total	Enter	Exit	Total	Enter	Exit
650	Free-Standing Emergency Room	11.57	KSF	Avg. Rate	289	13	6	7	18	8	10

The proposed project is expected to generate fewer than 20 trips in a given peak hour of traffic. The project traffic is less than the City's threshold for requiring a traffic study (per LDC Section 4.05.02); therefore, no further analysis is recommended at this time.

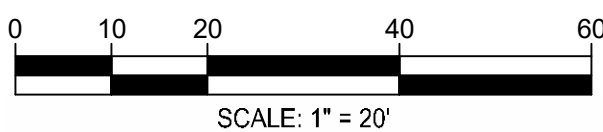


SITE INFORMATION	
ADDRESS	2551 S KANNER HWY STUART, FLORIDA 34994
ZONING	CPUD (COMMERCIAL PLANNED UNIT DEVELOPMENT)
EXISTING USE	VACANT LOT
PLANNED USE	FREE STANDING EMERGENCY ROOM.
FUTURE LAND USE	COMMERCIAL
PROPOSED IMPERVIOUS AREA	45,950 SF (1.05 ACRES)
PROPOSED PERVIOUS AREA	24,855 SF (0.69 ACRES)
PROJECT PARCEL AREA	1.74 ACRES
TOTAL PROJECT AREA	1.55 DISTURBED ACRES
HANDICAPPED ACCESS TO BUILDING	PARALLEL STYLE CURB RAMPS AT <1:48 CROSS SLOPE, <1:20 RUNNING SLOPE. SEE GRADING PLAN, SHEET C2.0.
BUILDING INFORMATION	
BUILDING CANOPY TOTAL	11,570 G.S.F. 1,556 S.F. 13,126 G.S.F.
PARKING CALCULATION	
MINIMUM REQUIRED	
MEDICAL OFFICE: 1/300 SF	~39 STALLS
TOTAL REQUIRED	~39 STALLS
TOTAL PROVIDED	43 STALLS
ADA PROVIDED	2 STALLS
LOADING SPACES PROVIDED	1 AMBULANCE LOADING AND 1 PASSENGER LOADING

- NOTES:**
- CONTRACTOR SHALL CHECK ALL FINISHED GRADES AND DIMENSION IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
 - THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND INVERT OF ALL EXISTING UTILITIES AND STORM DRAINAGE. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR CONTRACTOR CAUSED DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
 - THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS PRIOR TO BEGINNING WORK.
 - PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAYBE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF FINAL PAVEMENT.
 - CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE CLASS "A" (4,000 PSI) UNLESS OTHERWISE NOTED.
 - ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
 - DIMENSIONS ARE TO THE FACE OF CURBS, EDGE OF CONCRETE, OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 - ALL CURB TURNOUT, EDGE OF PAVEMENT, AND STRIPING RADI ARE FOUR FEET (4') UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO VERIFY ALL REQUIRED CLEARANCES FROM OVERHEAD POWER LINES PRIOR TO THE START OF CONSTRUCTION.
 - CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD OR UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRICAL COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES MUST BE TAKEN.
 - IN EASEMENTS AND RIGHTS-OF-WAYS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE COMMENCEMENT OF CONSTRUCTION, EXCEPT AS NOTED.
 - THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY AC OF AMERICA, INC. AND THE "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION" ISSUED BY THE U.S. DEPARTMENT OF LABOR.
 - SURPLUS MATERIAL NOT REQUIRED FOR SITE CONSTRUCTION SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AFTER THE OWNER'S APPROVAL AT A PROPERLY PERMITTED LOCATION.
 - FILL MATERIAL REQUIRED SHALL BE BORROWED AT THE CONTRACTOR'S EXPENSE.
 - TRAFFIC CONTROL, IF REQUIRED, SHALL BE PROVIDED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
 - IN THE EVENT OF ANY DISCREPANCY AND/OR ERROR FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK. IF THE ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY REVISION.
 - CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND THE REQUIREMENTS OF THE LOCAL UTILITY COMPANIES.
 - BUILDING CONTROL POINTS, GRADE AND OFFSET STAKES ARE TO BE SET BY THE CONTRACTOR.
 - PROVIDE 24" TAPER ON ENDS OF ALL CURBS THAT TERMINATE.

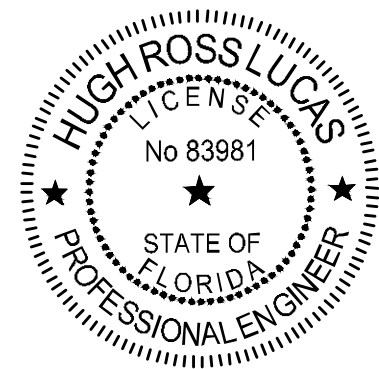
PAVING LEGEND

	HEAVY DUTY ASPHALT
	LIGHT DUTY ASPHALT
	SIDEWALK SECTION
	HEAVY DUTY CONCRETE



SURVEY INFO
PROVIDED BY: BOWMAN CONSULTANT GROUP, LTD. INC.
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS



SITE PLAN FOR:
HCA FLORIDA ST. LUCIE HOSPITAL - STUART FSER
2551 S KANNER HWY
STUART, FLORIDA 34994

DATE	DESCRIPTION
09/28/2022	CONSTRUCTION DOCUMENTS

SITE LAYOUT
PLAN

C1.0

Page 195 of 405





INSTR # 2496279 OR BK 2763 PG 974 RECD 01/27/2015 02:10:27 PM
(50 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC \$0.00, MTG DOC \$0.00, INTANGIBLE \$0.00



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2297-2014

AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING A 5.98-ACRE COMMERCIAL PLANNED UNIT DEVELOPMENT (C-PUD) AGREEMENT, ORIGINALLY APPROVED UNDER ORDINANCE NO. 1571-1997, THEREBY; (1) INCORPORATING AN ADJOINING 1.26-ACRE B-1 "BUSINESS" ZONED PARCEL INTO THE ORIGINAL 5.98-ACRE PARCEL AND APPLYING C-PUD ZONING TO THE ENTIRE 7.24-ACRE SITE; (2) DIVIDING THE 7.24-ACRE SITE INTO FOUR LOTS; (3) ADOPTING A MASTER SITE PLAN ENCOMPASSING THE NEWLY ESTABLISHED 7.24-ACRE SITE, INCLUDING A FULL DEVELOPMENT PLAN FOR LOT NO. 1, CONSISTING OF A "WAWA" GAS STATION AND CONVENIENCE STORE AND A PARTIAL DEVELOPMENT PLAN FOR LOTS 2, 3 AND 4; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 AND S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTANCE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Local Planning Agency heard this agenda item on 10/30/2014 and provided recommendation of approval to the City Commission.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by 2014 Monterey Stuart Associates, LLC, and Grand Bank and Trust of Florida;

WHEREAS, the application for rezoning was properly filed on behalf of the petitioner, 2014 Monterey Stuart Associates, LLC, and Grand Bank and Trust of Florida;

WHEREAS, the property is legally described as set forth in an exhibit to this ordinance; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the CPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD development will be in harmony with surrounding properties and their anticipated development;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit “A”** attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as **Exhibit “B”** and made a part hereof by reference. The revised and new conditions of development for the property are attached hereto as **Exhibit “C”** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following documents on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions applicable to the Property, and shall replace any earlier approvals:

1. **The Master CPUD Plan, Sheet C-6 by CPH, Inc., Engineers, dated 07.11.14, Revised 11.13.14.**
2. **The Civil Site Dimension Plan, Sheet C-7 by CPH, Inc., Engineers, dated 07.11.14, Revised 11.13.14.**
3. **General Details, Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14.**
4. **The Tree Mitigation Plan, Sheets L1 & L2 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14, Revised 11.13.14.**
5. **Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.**
6. **The Landscape Plan, Sheet. LA-3 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14, Revised 10.21.14**
7. **The Architectural Elevations, Sheets A1 & A2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 07.09.14.**
8. **The Architectural Canopy Plan Elevations and Details, Sheets CA1 & CA2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 04.14.14.**
9. **The Wawa sign plans, Sheets 1 thru 6 by Thomas Sign & Awning Co., Inc., dated 07.18.14. (The monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12’-6” in height).**

10. Declaration with Easements, Covenants, Conditions and Restrictions dated _____ and signed by the manager for 2014 Monterey Stuart Associates LLC. a Florida limited liability company.

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

- b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: This ordinance and agreement shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

PASSED on First Reading this 24th day of November, 2014.

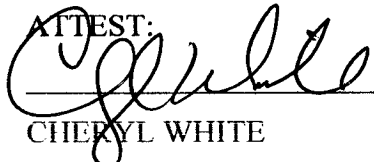
Commissioner MCDONALD offered the foregoing ordinance and moved its adoption.
The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the
vote was as follows:

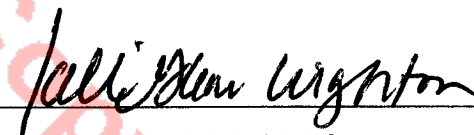
KELLI GLASS LEIGHTON, MAYOR
JEFFREY A. KRAUSKOPF, VICE MAYOR
TROY MCDONALD, COMMISSIONER
EULA CLARK, COMMISSIONER
THOMAS F. CAMPENNI, COMMISSIONER

X		
X		
X		
X		
X		

ADOPTED this 8th day of December, 2014.

ATTEST:


CHERYL WHITE
CITY CLERK


KELLI GLASS LEIGHTON,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING ORDINANCE, AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE FOREGOING ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS ORDINANCE, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Pam Laurence
Print Name: Pam Laurence

2014 Monterey Stuart Associates, LLC

A Florida limited liability company

Jean Duce
Print Name: JEAN DUCE

Name: *E. Robert Duce*
Title: member

Print Name: Michelle Pelletier
Michelle Pelletier

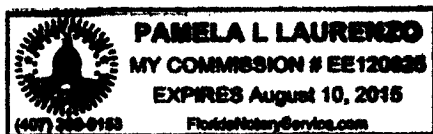
Grand Bank and Trust of Florida

Print Name: MARLENE M. STAHL
Marlene M. Stahl

Name: *See Attached*
Title: Ex. Vice Pres.

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2297-2014 was acknowledged
before me this 7th day of January, 2014, by E. Patrick Dfml,
the member for 2014 Monterey Stuart Associates, LLC and
by Gerald Martins, the E. U. R for Grand Bank and Trust of Florida



Pamela L. Laurenzo
Notary Public, State of Florida

My Commission Expires: 8/10/15

Notary Seal

Personally Known ☒ OR Produced Identification ☐

Type of ID

EXHIBIT "A" LEGAL DESCRIPTION

(PARCEL 1-2014 Monterey Stuart Associates, LLC):

A PARCEL OF LAND BEING SITUATE IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD 76 AND THE SOUTH RIGHT OF WAY LINE OF S. E. MONTEREY ROAD (SAID POINT OF COMMENCEMENT BEING 33 FEET SOUTH OF THE NORTH LINE OF GOVERNMENT LOT 4 IN SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, A DISTANCE OF 1253.48 FEET WESTERLY OF THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 9772.18 FEET AND A CENTRAL ANGLE OF 00°02'29" ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD 76, A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°30'52" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S. E. MONTEREY ROAD, A DISTANCE OF 302.12 FEET TO THE NORTHWEST CORNER OF LEISURE VILLAGE MOBILE HOME COMMUNITY (UNRECORDED) (BEING APPROXIMATELY 7 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 08°44'41" EAST, ALONG THE WEST LINE OF SAID LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 176.12 FEET; THENCE NORTH 89°30'52" WEST, A DISTANCE OF 310.06 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 9772.18 FEET AND A CENTRAL ANGLE OF 01°01'34", A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THAT PART CONVEYED TO THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 379, PAGE 1860; AND THAT PART CONVEYED TO MARTIN COUNTY RECORDED IN OFFICIAL RECORDS BOOK 719, PAGE 2433, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LEGAL DESCRIPTION (PARCEL 2-Grand Bank & Trust of Florida):

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 AND THE SOUTH RIGHT-OF-WAY LINE OF S.E. MONTEREY ROAD IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 ALONG THE ARC OF A CURVE WITH RADIUS OF 9772.18 FEET AND CENTRAL ANGLE OF 1°01'34" A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°30'52" EAST PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF S.E. MONTEREY ROAD A DISTANCE OF 310.06 FEET TO AN INTERSECTION WITH THE WEST LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY (UNRECORDED); THENCE RUN SOUTH 8°44'41" EAST ALONG THE WEST LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 842.54 FEET; THENCE RUN NORTH 89°28'52" WEST ALONG THE NORTH LINE OF LEISURE VILLAGE MOBILE HOME COMMUNITY A DISTANCE OF 303.84 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE RUN NORTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 76 ALONG THE ARC OF A CURVE WITH RADIUS OF 9772.18 FEET AND CENTRAL ANGLE OF 4°56'47" A DISTANCE OF 843.64 FEET TO THE POINT OF BEGINNING.

Exhibit 'A' continued next page.

(con't.)

EXHIBIT "A" LEGAL DESCRIPTION

LEGAL DESCRIPTION (ENTIRE PIECE):

PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

EXHIBIT "B" LOCATION MAP

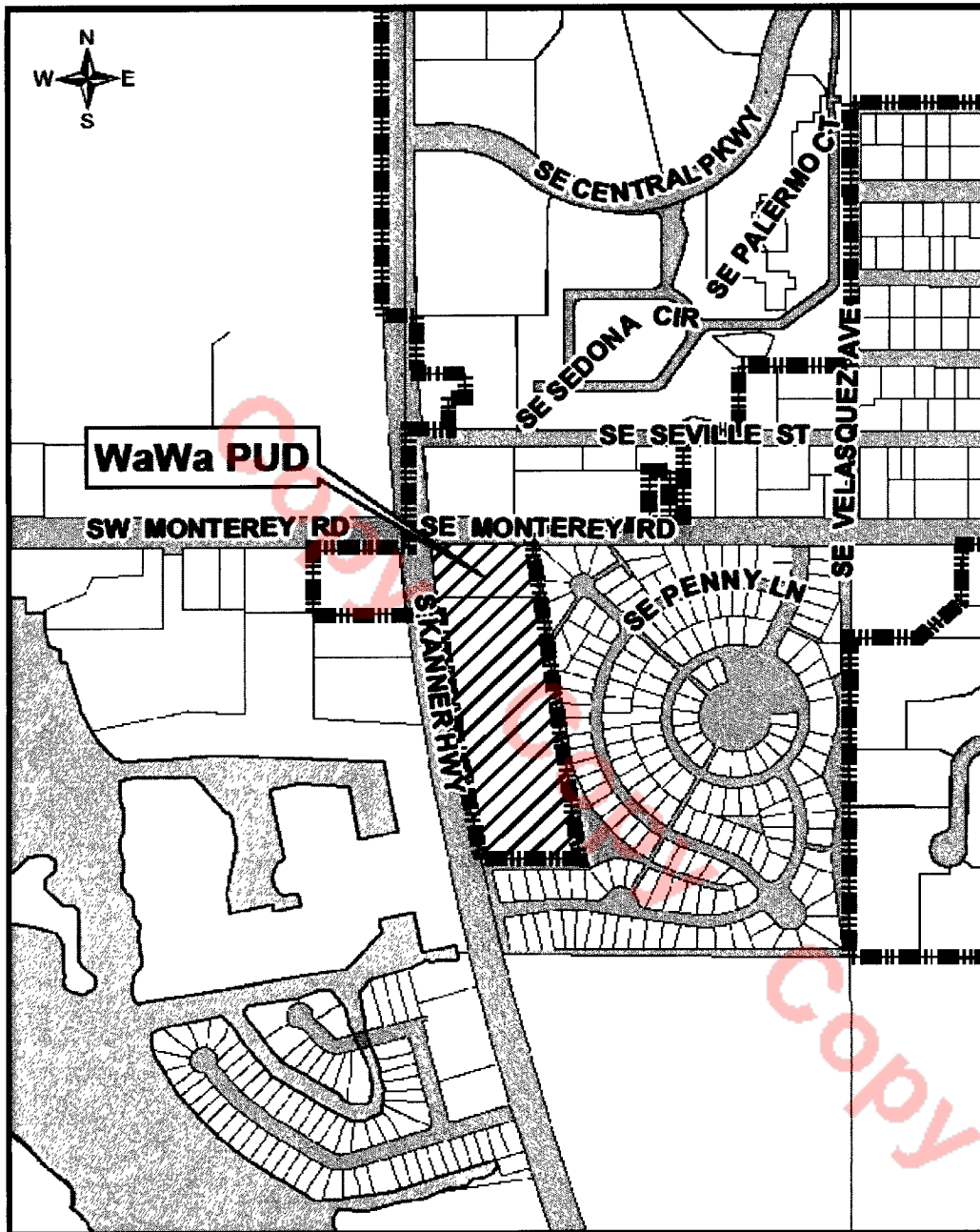


EXHIBIT "C"

DEVELOPMENT CONDITIONS

ORDINANCE #2297-2014 "WAWA GAS STATION AND CONVENIENCE STORE AND PARTIAL DEVELOPMENT CPUD PLAN"

Approved Plans and Documents

1. The project and the use thereof shall comply with the following drawings:
 - a. Master CPUD Plan, Sheet C-6 by CPH, Inc., Engineers, dated 07.11.14, revised 11.13.14.
 - b. Civil Site Dimension Plan, Sheet C-7 by CPH, Inc., Engineers, dated 07.11.14, revised 11.13.14.
 - c. General Details, Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14.
 - d. Tree Mitigation Plan, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.
 - e. Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.
 - f. Landscape Plan, Sheet. LA-3 by Aloha Pacifica, LLC, Landscape Architects, dated 07.21.14.and revised per LPA comments 10.21.14.
 - g. Architectural Elevations, Sheets A1 & A2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 07.09.14.
 - h. Architectural Canopy Plan Elevations and Details, Sheets CA1 & CA2 by Cuhaci and Peterson Architects, Engineers and Planners, dated 04.14.14.
 - i. Wawa sign plans, Sheets 1 thru 6 by Thomas Sign & Awning Co., Inc., dated 07.18.14. (The monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height).
 - j. Declaration with Easements, Covenants, Conditions and Restrictions dated _____ and signed by the manager for 2014 Monterey Stuart Associates LLC. a Florida limited liability company.

2. Any modifications to the Master CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
3. Development of the Subject Property as a CPUD shall include an impervious area of not more than sixty-five percent (65%) for lots 2, 3 and 4 within the CPUD. The Wawa gas station and convenience store on lot 1 shall not exceed an impervious area of not more than (67%).
4. The maximum building height within the CPUD shall be 45 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height.

Landscaping

5. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
7. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

8. Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.
9. Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required

landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14.

10. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".
11. A Preserve area maintenance plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects.

Tree Mitigation

12. Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows:

Lot #1	Lot #2	Lot #3	Lot #4
Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50
Highrise Oak = \$8,075	Highrise Oak = \$8,075	Highrise Oak = \$8,075	Highrise Oak = \$8,075
Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50

Prior to Issuance of Site Permits

13. Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.
14. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
15. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
16. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.

17. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

18. "Hat racking" of trees is prohibited on the property.
19. All on-site utilities must be buried except for the existing FPL transmission line.
20. At the time of development of the Wawa gas station and convenience store, the developer is to provide an 8' high wall, per the wall detail on Sheet C-13 by CPH, Inc, Engineers, dated 07-11-14, revised 11.13.14 with 5' of natural preserve buffer. Said wall and preserve buffer shall be consistent along the entire length of the east and south property lines of the CPUD in accordance with landscape plans, Shts. L1 and L2 by Aloha Pacifica landscape architects.
21. a.) Upon FDOT's issuance of a curb cut permit for access to lot 4, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.
- b.) Upon FDOT's issuance of a curb cut permit for access to lot 3, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.
- c.) Upon FDOT's issuance of a curb cut permit for access to lot 2, the full length of the access driveway connecting to the Wawa site and the entire apron connection, as depicted on the CPUD master plan, shall be constructed by the POA (or other similar entity acceptable to the City Attorney) and made available for use within one hundred and twenty (120) days of the City's written notice to proceed with construction.

22. The developer is responsible for designing and constructing sanitary sewer to all four parcels. This will require a master lift station as well as ancillary piping sized adequately to accommodate wastewater from all four parcels.
23. The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.
24. The developer must execute a utility service agreement that includes the terms and conditions of reimbursements by the city for oversizing facilities of greater size or capacity than needed by the applicant.
25. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.
26. Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 db at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 p.m. to 3:00 p.m. on weekdays.
27. All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.
28. Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.
29. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
30. Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. Site lighting shall comply with Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.

31. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
32. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.
33. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.
34. Temporary or freestanding storage units are prohibited on the property once construction is complete.
35. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".
36. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

Future Development of Lots 2, 3 & 4

37. The developer may grade into 20% of the re-created native vegetation area in order to meet stormwater needs for the remaining 3 lots.
38. Parking areas shall be interconnected throughout the CPUD
39. All buildings and structures shall have a walkway connection with the off-site sidewalk system.
40. The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.
41. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

42. Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

43. Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT - Lot 1 Wawa Gas Station and Convenience Store.	
Site and building permit application deemed sufficient for permit review under city codes and standards.	Jan 30, 2015
Final Certificate of Occupancy for all site and building improvements.	June 30, 2016

TIMETABLE OF DEVELOPMENT - Lots 2, 3 & 4 Requires a Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	Jan 30, 2018
Final Certificate of Occupancy for all site and building improvements.	June 30, 2019

Allowable Uses

44. The following uses shall be permitted considering Sec.601.13. Off-street parking schedule of the City's Land Development Code - as the standard for required off-street parking.
- Gas station and convenience store
 - Professional office, including medical
 - Retail
 - Restaurant
 - Restaurant with fast food drive-thru. (see condition 50 below)

Prohibited

45. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.
46. Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.
47. Billboards are prohibited on the property.
48. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.
49. No vehicles shall be displayed or stored within the public right-of-way at any time.
50. To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
 - a. The Development Director approves of the P.A. system
 - b. The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.

Signage

51. The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10' in height with design criteria conforming to the City's Land Development Code shall be located within the landscape buffer along Kanner Hwy for lots 2, 3, and 4.

Platting

52. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued.
53. The PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicant

shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:

- a. An 8 foot wall, with 5 feet of preserve on the east and south side of the wall,
- b. The entire 40 foot wide preserve area on the east and south perimeter of the site,
- c. Landscape strips straddling lot lines of lots 2, 3, and 4,
- d. Entrance aprons from S.E. Kanner Hwy and
- e. The north-south connecting drive aisle extending through lots 2, 3, and 4.



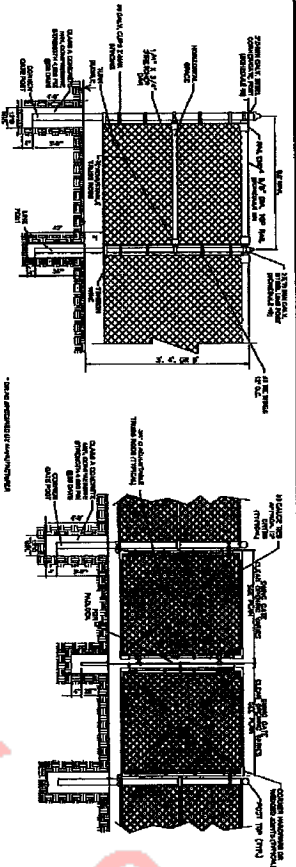




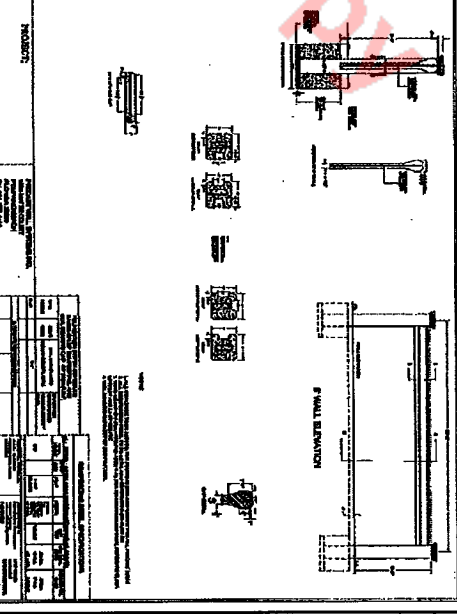
PEDESTRIAN CROSSING SIGN
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
STOP SIGN
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
ONLY SIGN
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
HANDICAP SYMBOL
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
STANDARD SIGN BASE
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
TRAFFIC FLOW ARROW
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1
HANDICAP BAMP DETAIL
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



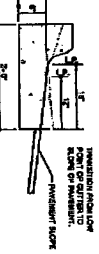
CROSS WALK STRIPING DETAIL
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



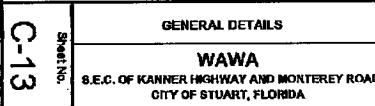
WAWA FENCE DETAILS
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



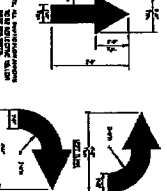
CONCRETE WALL DETAIL
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



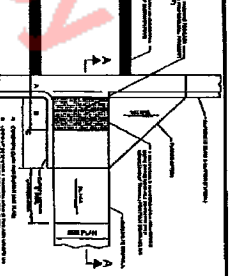
SPILL TYPE CURB & GUTTER
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



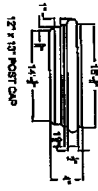
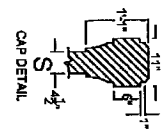
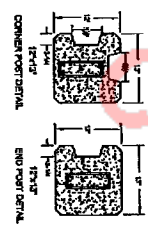
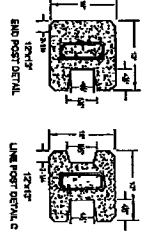
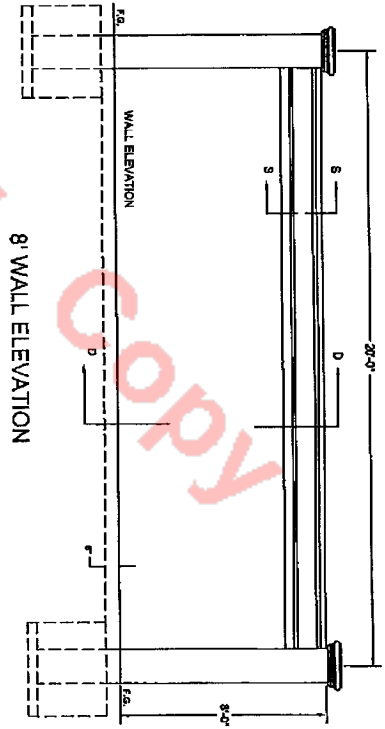
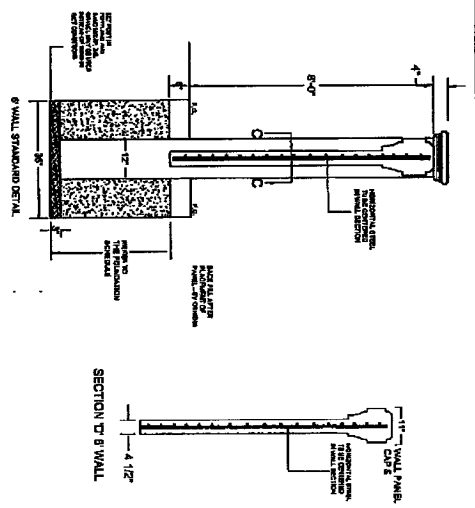
GENERAL DETAILS
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



TRAFFIC FLOW ARROW
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



HANDICAP RAMP DETAIL
 30" x 36" HIGH INTENSITY 3M-1
 SEE LIMITED MANUAL, 2.0.0 AND 2.0.1



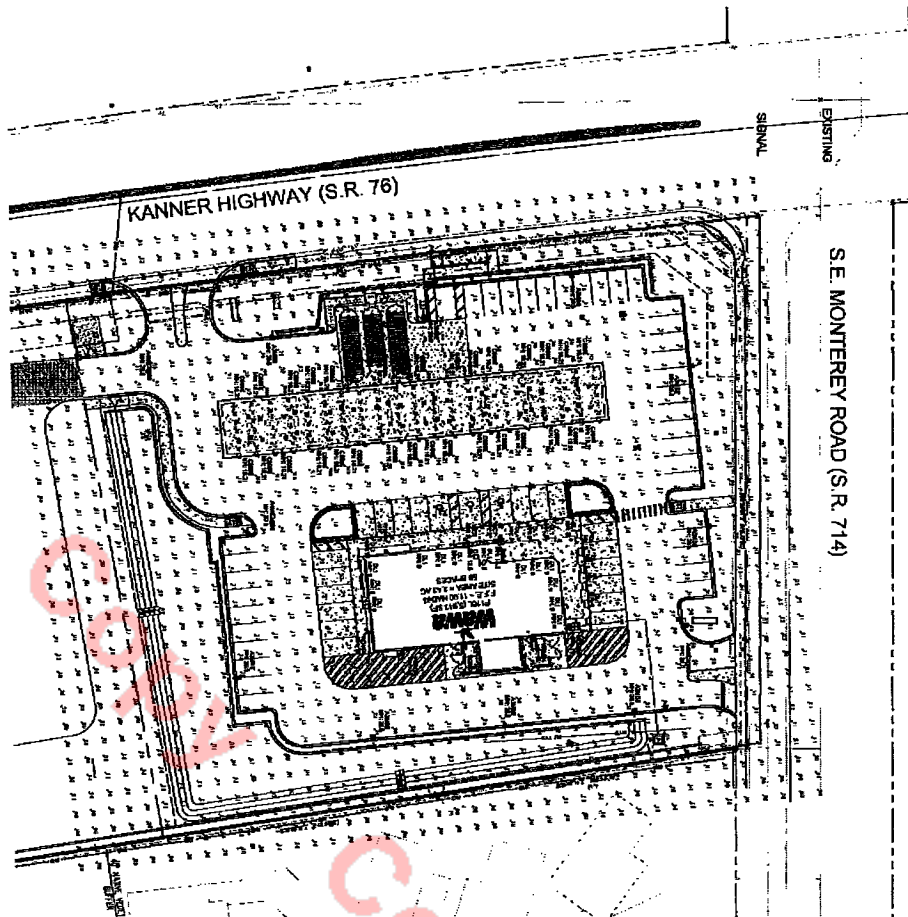
NOTES:

1. ALL CONCRETE TO BE 3,000 PSI FOR FOUNDATIONS AND 4,000 PSI FOR ALL PRECAST UNITS
2. ALL REINFORCING STEEL TO BE ASTM A615 DEFORMED BARS 60,000 PSI
3. WIND LOADS CALCULATED PER ASCE 7-10, FOR 130 MPH 3 SECOND GUST, EXPOSURE C, PER SECTION 1615.2.1 OF THE NBC
4. SOIL BEARING CAPACITY OF 2,000 P.S.F. MIN.

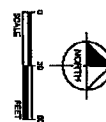
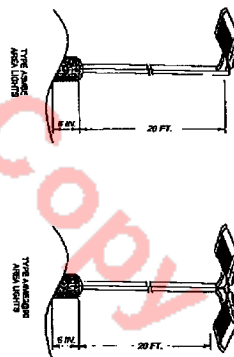
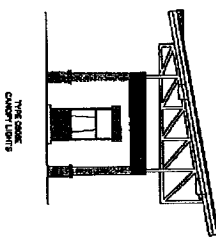
				REINFORCING STEEL SPECIFICATIONS				
				FOUNDATION DEPTH SCHEDULE BASED ON 36" DIA FOOTING AND SOIL BEARING CAP. OF 2000 P.S.F.				
WALL HEIGHT		SOLID ROCK	DRY, UNDISTURBED MEDIUM DENSITY SAND	SATURATED, UNDISTURBED MEDIUM DENSITY SAND				
8'-0"			4'-0"					
ALTERNATE FOOTING DIMENSIONS								
PRECAST WALL, REINFORCING STEEL AND ALL REINFORCING STEEL SHOULD BE 12" DIA					ALL STEEL: ASTM A615 DEFORMED BARS 60,000 PSI			
WALL HEIGHT		SIZE	FOOT	HOOKS	WALL VERTICAL BARS	HORIZONTAL BARS		
8'-0"		1-#4 #4 REBARS	2' HOOK 12" DIA 12" DIA 12" DIA 12" DIA	375 DIA 17 O.C. 375 DIA 8" O.C. A.A. 332				
PRECAST WALL, REINFORCING STEEL AND ALL REINFORCING STEEL SHOULD BE 12" DIA					JAMES BECKING & SONS 1175 SW 4TH ST. BOCA RATON FL 33431-2001			
					NOT VALID WITHOUT EMBOSSSED SEAL			

PROJECT:
1888 NW 22 COURT
POMPANO BEACH
FLORIDA 33069
PH 564-973-8488

PRECAST WALL SYSTEMS INC.

[illegible]

Plant	Age	Stems	Leaves	Height	Mass (kg)
1. WATER	1	2	13	1.5	1.07
2. HUMUS + 20% GA	3.5	6.5	1.6	3.8	6.97
3. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
4. HUMUS	3.5	6.5	1.6	5.6	9.83
5. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
6. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
7. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
8. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
9. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
10. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
11. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
12. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
13. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
14. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
15. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
16. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
17. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
18. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
19. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
20. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
21. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
22. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
23. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
24. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
25. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
26. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
27. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
28. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
29. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
30. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
31. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
32. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
33. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
34. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
35. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
36. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
37. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
38. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
39. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
40. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
41. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
42. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
43. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
44. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
45. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
46. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
47. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
48. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
49. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
50. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
51. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
52. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
53. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
54. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
55. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
56. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
57. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
58. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
59. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
60. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
61. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
62. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
63. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
64. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
65. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
66. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
67. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
68. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
69. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
70. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
71. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
72. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
73. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
74. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
75. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
76. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
77. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
78. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
79. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
80. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
81. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
82. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
83. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
84. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
85. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
86. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
87. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
88. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
89. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
90. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
91. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
92. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
93. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
94. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
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96. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
97. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
98. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
99. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83
100. HUMUS + 20% GA	3.5	6.5	1.6	5.6	9.83



LA-1	07/21/74 PROJECT NO. SHEET NUMBER	WAWA, INC. MONTEREY RD. & KANNER HWY. STUART FLORIDA	PHOTOMETRIC PLAN	NAME AS NOTED DESIGNED BY GR DRAWN BY EY CHECKED BY CH DATE	GREG A. REYNOLDS FURNACE LA NORME ENGINEERS LA-0001585	 Aloha Pacific Inc. HAWAIIAN AMERICAN ARCHITECTS 1001 KALANIANA'OLA BLVD. HONOLULU, HAWAII 96813	PREPARED FOR LPA METEOR CONTINUED 11/1/74 REVISIONS DATE
		STUART FLORIDA	PHOTOMETRIC PLAN	GREG A. REYNOLDS FURNACE LA NORME ENGINEERS LA-0001585	 Aloha Pacific Inc. HAWAIIAN AMERICAN ARCHITECTS 1001 KALANIANA'OLA BLVD. HONOLULU, HAWAII 96813	PREPARED FOR LPA METEOR CONTINUED 11/1/74 REVISIONS DATE	

AREA LIGHTS

CANOPY LIGHTS

WALL MOUNTED LIGHTS

SLOPE ADAPTOR

ARE-100-240-DA-06-E-L-4-WH-750

ARE-100-240-DA-06-E-L-4-WH-750

CAN-100-240-DA-06-E-L-4-WH-525

SEC-100-240-DA-06-E-L-4-WH-580

ARE-100-240-DA-06-E-L-4-WH-750

ARE-100-240-DA-06-E-L-4-WH-750

CAN-100-240-DA-06-E-L-4-WH-525

SEC-100-240-DA-06-E-L-4-WH-580

ARE-100-240-DA-06-E-L-4-WH-750

ARE-100-240-DA-06-E-L-4-WH-750

CAN-100-240-DA-06-E-L-4-WH-525

SEC-100-240-DA-06-E-L-4-WH-580

ARE-100-240-DA-06-E-L-4-WH-750

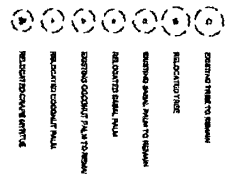
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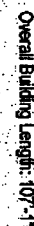
CAN-100-240-DA-06-E-L-4-WH-525

SEC-100-240-DA-06-E-L-4-WH-580



SHEET NUMBER LA-2	DATE 07/27/14 PROJECT NO. STUART	WAWA, INC. MONTEREY RD. & KANNER HWY. FLORIDA	PHOTOMETRIC DETAILS	SCALE AS NOTED	Aloha Pacific LLC 1000 S. KALANIAN'OLE BLVD., SUITE 100 HONOLULU, HI 96813 (808) 591-1234	CHECKED BY DATE	DESIGNED BY DATE	DRAWN BY DATE	REVISIONS NO. DESCRIPTION DATE BY
				WAWA, INC. MONTEREY RD. & KANNER HWY. FLORIDA					







WAWA @ MONTEREY RD & KANNER HWY (SR 76)

Stuart, FL • C&P Project #2140461 • 07/09/14

Overall Building Width: 57'-4" (74'-8" total) LEFT ELEVATION

TO CEILING
1'-2"

PREPARED METAL
POUCH OVERLAPS

8.0 OVERHANG
5'-3"

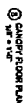
TRAIL

CULTURED STONE

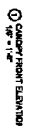
TO SILL 1'-11 1/2"

TO FLOOR SLAB
0'-2"

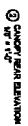
Overall Building Length: 107'-1" **REAR ELEVATION**



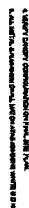
③ CANOPY FLOOR PLAN
14'6" x 14'6"



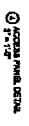
① CANDY FRONT ELEVATION
1/8" = 1'-0"



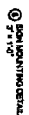
② CANOPY REAR ELEVATION
WD = 1'-0"



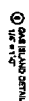
6. ALL LETTERS, NUMBERS, SYMBOLS, AND PUNCTUATION MARKS ARE IN UPPERCASE.



④ ACORN PANEL DETAIL.
3' x 1' 1/2"



⑥ FROM MOUNTING DETAIL
 $T = 1.40^{\circ}$



① GAS ISLAND DETAIL
1/6" = 1'-0"



⑦ FIRE EXTINGUISHER DATA
3" = 1' max



⑧ $1.27 = T \cdot 0.7$

PROJECT NAME
WAWA STRAIGHT 8 GAS CANOPY 2014.01 STORE # XXX
ADDRESS
CITY, STATE

ARCHITECTURAL CANOPY PLAN, ELEVATIONS, AND DETAILS

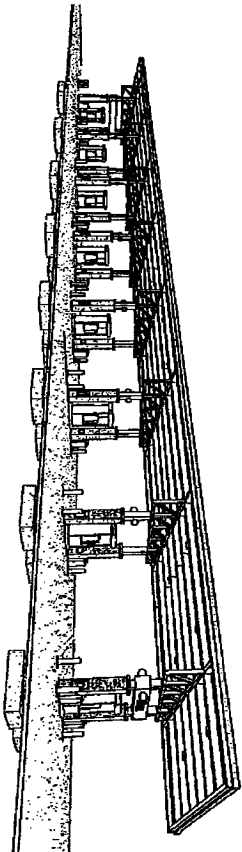
WAWA
260 WEST BALTIMORE PIKE
WAWA, PENNSYLVANIA 19053



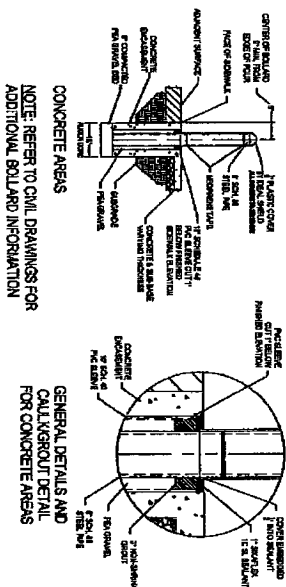
Cukaci & Peterson
Architects Engineers Planners

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
LOWE'S, INC.

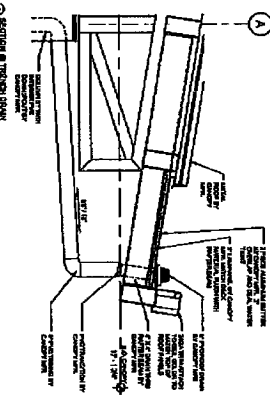
② ELEVATION FOR INTERIOR ONLY



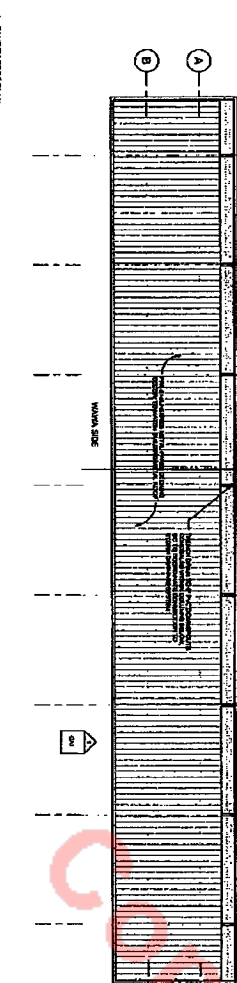
③ ELEVATION DETAILS



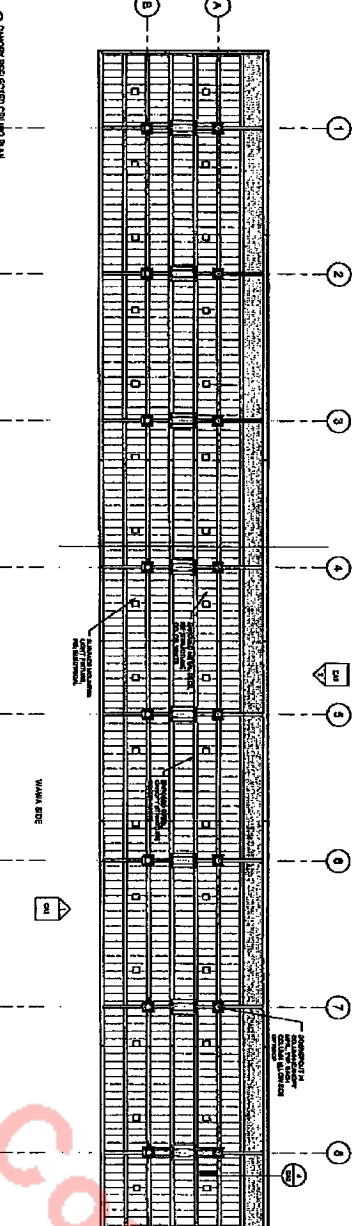
④ SECTION & TYPICAL CHAIR



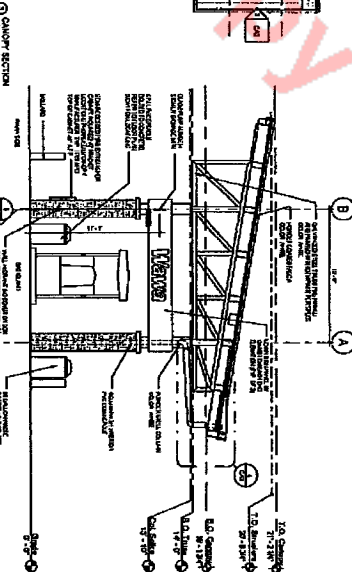
⑤ CANOPY ROOF PLAN



⑥ CANOPY REFLECTED CHAIR PLAN



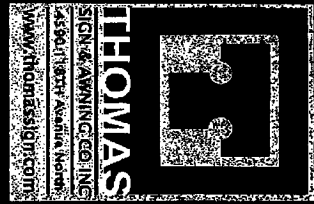
⑦ CANOPY SECTION



Copy

Copy

CA2	PROJECT NO.	WAWA STRAIGHT & GAS CANOPY 2014.01 STORE #XXX	1925 Prospect Ave. Orlando, FL 32814 P (407) 664-9100 F (407) 663-9101 www.cph.com
	DATE	2014.01	
	BY	WAWA	
	CHECKED BY	WAWA	
ARCHITECTURAL CANOPY PLAN, ELEVATIONS, AND DETAILS		1925 Prospect Ave. Orlando, FL 32814 P (407) 664-9100 F (407) 663-9101 www.cph.com	

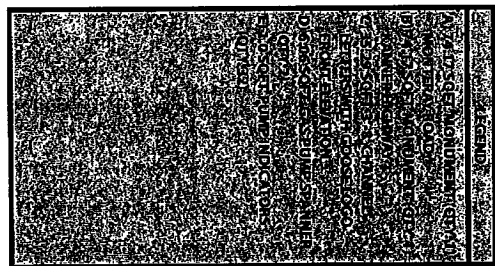
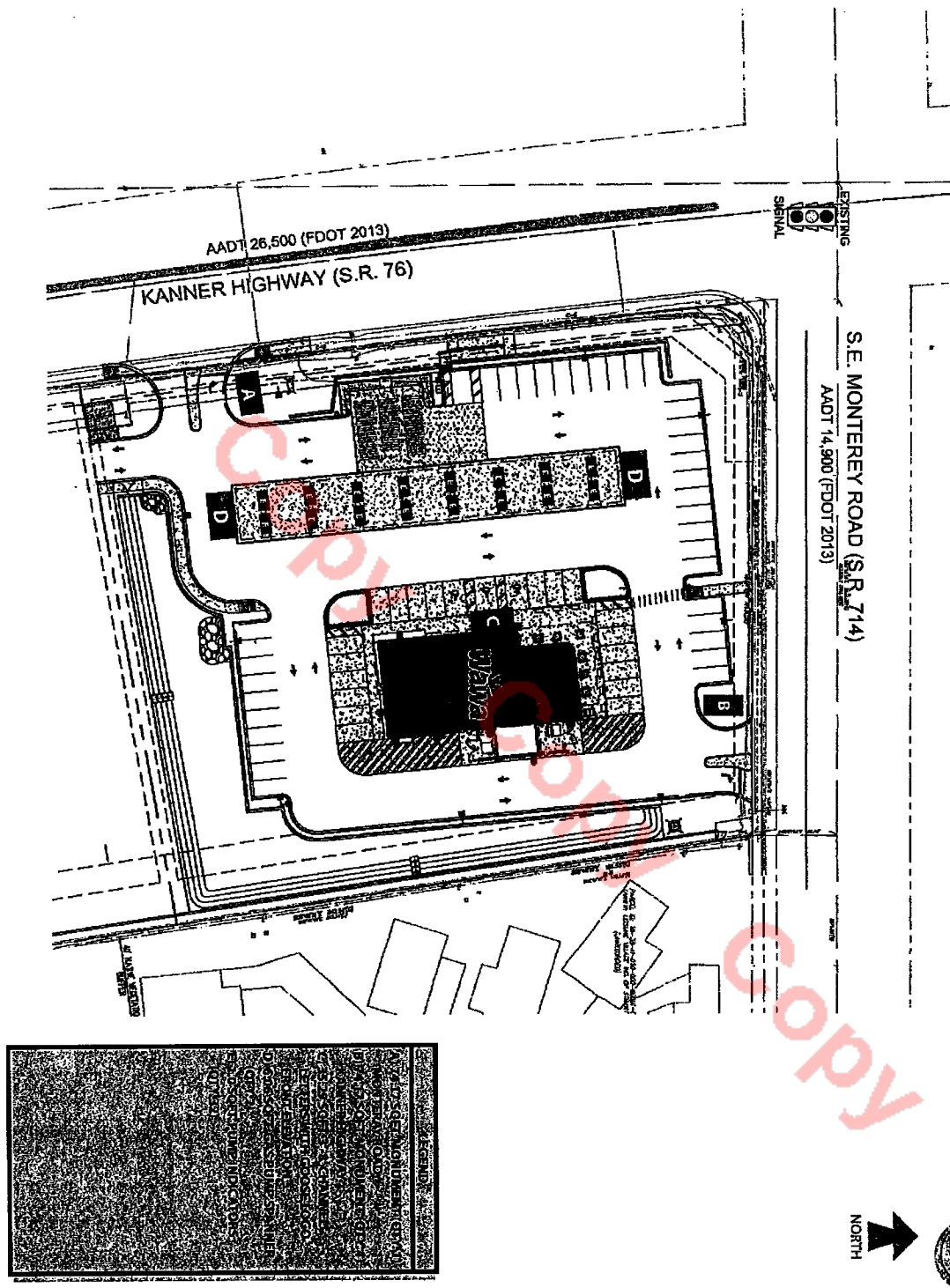


Kanner Hwy & Monterey Rd.

Wawa



Site plan



THOMAS
SIGN & ANIMATING CO. INC.
4590 118TH AVENUE NORTH
CLEARWATER, FLORIDA 33762
800-526-3325
www.thomassign.com

CLIENT
WAWA
Design Number:
551 88 A Site Plan
Installation Address:
Kanner HWY & Monterey Rd,
Stuart, FL
Project Identity Number:
59180

DATE: 12-1-14
BY: [Signature]

3D™ MIST™ Network
[Logo]
[Text]

Materiality:
X
Surface Finish: [Text]
Square Footage: [Text]
Project Update:
Rev 1: [Text]
Rev 2: [Text]
Rev 3: [Text]

APPROVED:
☐ Approved
☐ Revised & Re-Submitted
DATE: [Text]

1 of 6

100% 727-973-7137
FAX 727-573-0328

THOMAS
SIGN & ANIMATING CO. INC.
4590 118TH AVENUE NORTH
CLEARWATER, FLORIDA 33762
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Project Update:
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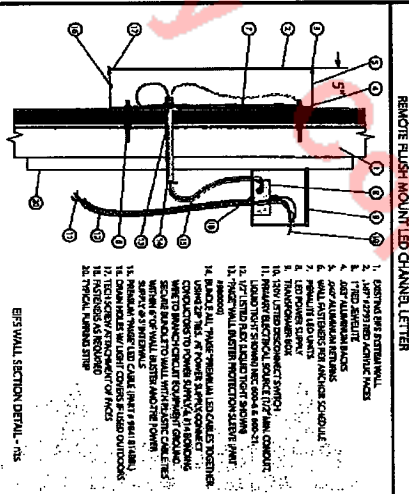
1 of 6

100% 727-973-7137
FAX 727-573-0328

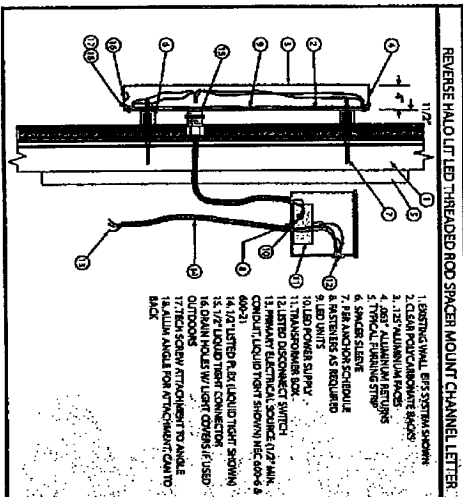


SCALE: 1/2" = 1'-0"
SQFT: 67.71'

SQFT:67.71



REVERSE HALO LIT LED THREADED ROD SPACER MOUNT CHANNEL LETTER



Proposed Front Elevation

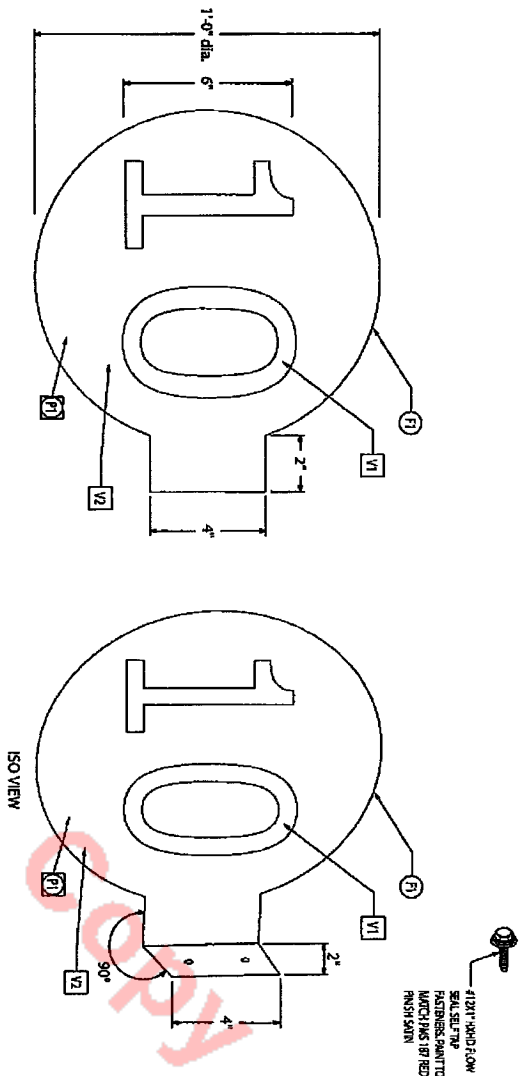
SCALE: 1/16"=1'-0"

[illegible]



SCALE: 1/2"=1'-0"
10.0 x 7.4 = 74.17 sq ft

3 of 6



Double Sided Pump Indicator Sign
Font Used: Verdana Regular

SCALE: 3" = 1'-0"



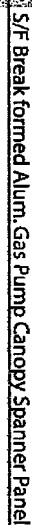
To Match PMS #187 Red - Gloss
3M #180C - 10 White Vinyl

Color Key

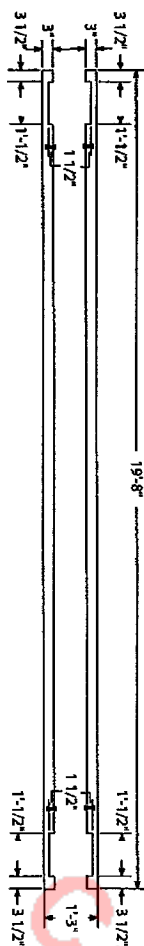
- (F1) FABRICATION NOTES
- (V1) VINYL COLORS
- (F2) PAINT NOTES
- (E1) ELECTRICAL NOTES

TOTAL SQFT = 1.0'
PART # WAWABSIXIN2A
ESTIMATE # 109847
1. 10' TYPICAL SIGN IN 10' DIA. SIGN (10' DIA. SIGN)
2. 10' TYPICAL SIGN IN 10' DIA. SIGN (10' DIA. SIGN)
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99. 10' TYPICAL SIGN IN 10' DIA. SIGN (10' DIA. SIGN)
100. 10' TYPICAL SIGN IN 10' DIA. SIGN (10' DIA. SIGN)

THOMAS SIGN & AWMING CO INC 1500 118TH AVENUE, N.W. CLEARWATER, FLORIDA 33762 800-526-3325		www.thomassign.com WAWA Design Number: 551 88 E PROD CS PNL Installation Address: Kainer Hwy & McInerney Rd. Smart, FL		Project Identity Number: 58854 TGA Date: 07-21-14		Project Updates: X Square Footage: 1.0' Materiality: X Project Updates: X		Date: Approved: Date: Approved as noted: Date: Rebuilt & Re-Submittal: Date:		Price: 5 of 6 Local: 727-575-0328 Fax: 727-575-0328	
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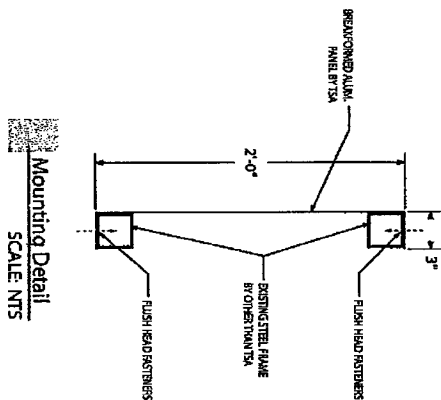
SCALE: 3/8" = 1'-0"



Top View - Section Detail

SCALE: 3/8" = 1'-0"

Frame to be secured top & bottom around periphery of panel to existing structure / frame every 16" C/C with #8 x 3/4" S.S. tech screws.



Mounting Detail

SCALE: NTS

[1] FINISHING NOTES	TOTAL SQFT = 6.08
[11] VENT. COLORS	PART # WAWAPNL3X20AL
[12] PLANT NOTES	ESTIMATE # 89518
[13] ELECTRICAL NOTES	RELECTR. 12V/24V/36V ☐ ENV.
	QUANTITY 1

13	1357	WALSH, THOMAS ALUMINUM PUMP, WITH COT	Q	ANY
12	1356	SECTION FOR REPLACEMENT ENGINE COILS	Q	ANY
2	1355	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
11	1354	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
10	1353	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
9	1352	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
8	1351	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
7	1350	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
6	1349	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
5	1348	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
4	1347	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
3	1346	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
2	1345	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY
1	1344	WALSH, JOHN C. 1970 FORD LTD. SEDAN	Q	ANY

 THOMAS & BROWN SIGN & AWWING CO. INC. 4350 S. 18TH AVENUE, NORTH CHANDLER, ARIZONA 85226 800-526-3325		WWW.THOMASIGN.COM FAX: 480-948-3325	
DATE: _____ TIME: _____ PROJECT: _____ CLIENT: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ FAX: _____ E-MAIL: _____ PROJECT: _____ CLIENT: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ FAX: _____ E-MAIL: _____		DATE: _____ TIME: _____ PROJECT: _____ CLIENT: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ FAX: _____ E-MAIL: _____ PROJECT: _____ CLIENT: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ FAX: _____ E-MAIL: _____	



SIGN & AWNING CO INC

800-526-3325

SECRET

GAS PUMP VYL
Installation Address:

Stuart, FL

Collection	Project Team
------------	--------------

THE UNIVERSITY OF CHICAGO

3M™ MICS™ Mortar

Square Footage Allowable, X

Social Footprint Score - 1

copy R. 2006-17-19

Red

1. *Chlorophyll a* (Chl *a*)
 2. *Chlorophyll b* (Chl *b*)
 3. *Chlorophyll c* (Chl *c*)
 4. *Chlorophyll d* (Chl *d*)
 5. *Chlorophyll e* (Chl *e*)
 6. *Chlorophyll f* (Chl *f*)
 7. *Chlorophyll g* (Chl *g*)
 8. *Chlorophyll h* (Chl *h*)
 9. *Chlorophyll i* (Chl *i*)
 10. *Chlorophyll j* (Chl *j*)
 11. *Chlorophyll k* (Chl *k*)
 12. *Chlorophyll l* (Chl *l*)
 13. *Chlorophyll m* (Chl *m*)
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 15. *Chlorophyll o* (Chl *o*)
 16. *Chlorophyll p* (Chl *p*)
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 18. *Chlorophyll r* (Chl *r*)
 19. *Chlorophyll s* (Chl *s*)
 20. *Chlorophyll t* (Chl *t*)
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 27. *Chlorophyll aa* (Chl *aa*)
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 128. *Chlorophyll axz* (Chl *axz*)
 129. *Chlorophyll ayz* (Chl *ayz*)
 130. *Chlorophyll azz* (Chl *azz*)
 131. *Chlorophyll azaa* (Chl *aza*
 132. *Chlorophyll abz* (Chl *abz*)
 133. *Chlor*

☐ Approved as noted

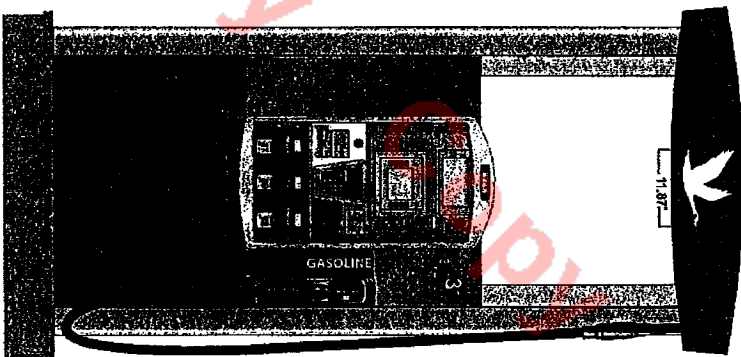
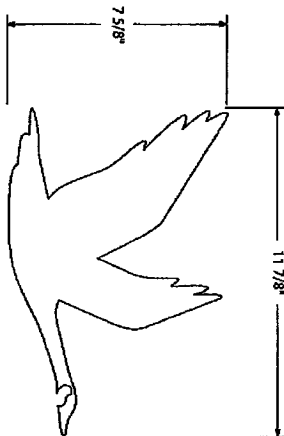
DATE _____

The design, concept, sample and
specifications provided are the exclusive
property of the undersigned.

Page 1
Sheet 1

Local: 727-575-7757
Fax: 727-575-0338

SCALE: 3" = 1'-0"



Gas Pump Vinyl Location (Gas Pump by Others)

SCALE: 3/4" = 1'-0"

DECLARATION WITH EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION WITH EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS (the "Declaration") is made this ____ day of _____, 2014,
by 2014 Monterey Stuart Associates, LLC, a Florida limited liability company ("Owner").

RECITALS

- A. Owner is the owner of that certain real property situated in Stuart, Martin County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The Owner intends to simultaneously or thereafter develop or allow or cause the development of the real property into four Lots as shown on the plat of Shoppes At Monterey and Kanner, according to the plat thereof recorded in Plat Book ___, page ___, of the public records of Martin County, Florida, (the "Plat"). Lot 1 will be developed for use by Wawa (as hereafter defined) and the other lots for retail/commercial uses.
- C. Owner desires to impose certain easements upon the Lots, and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lots 1, 2, 3, and 4 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owner hereby declares that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" shall mean 2014 Monterey Stuart Associates, LLC, a Florida limited liability company. "Owners" shall mean the Owner and any and all successors or assigns of the Owner in fee simple title to a Lot whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Lot" or "Lots" shall mean each lot shown on the Plat and any future subdivisions thereof
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Wawa" shall mean Wawa Florida, LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns). Wawa shall be deemed a third party beneficiary to this Declaration.

(e) The term "Wawa Lease" shall mean that Land Lease of Lot 1 from the Owner as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(f) The term "Site Plan" shall mean that site plan of the Lots attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

(g) The term "Driveway" shall mean the roadway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Lots as identified on the Site Plan and shown on the Plat together with the accessways between such roadway and Kanner Highway that are not shown on the plat but that are required by the Plat to be created by an Owner.

(h) The term "Assessment" shall mean that sum of money hereinafter and from time to time required (Section 3.5 hereof) to be contributed by the various owners of the Lots to Owner, or its successor or assign, for the maintenance or replacement of the Driveway, Perimeter Wall, Native Vegetation Preserve and required landscaping on the Lots as described in Section 3.5 hereafter.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Owner hereby grants, establishes, covenants and agrees that the Lots, and all owners of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owner's and Permittees of the Lots:

- a. An easement for reasonable access, ingress and egress over the Driveway so as to provide for the passage of motor vehicles and pedestrians over the Driveway and to and from all abutting streets or rights of way furnishing access to such Lots, as they may exist from time to time. The Driveway shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof. No obstruction to the free flow of traffic and delivery facilities shall be permitted. No Owner shall make any changes to the location or configuration of the Driveway. No Owner shall close any of the accessways connecting the Driveway to Kanner Highway. In addition, each Owner shall provide access to Kanner Highway between the Driveway located on the portion or a Lot owned by them.
- b. An easement along the east ten feet of the Lots (as shown on the Plat) for the construction and maintenance of a perimeter wall ("Perimeter Wall") together with the right of reasonable access for the purpose of maintaining and replacing said perimeter wall.
- c. The other easements shown on and dedicated in the Plat.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement (including Wawa, in the case of the Owner of Lot 1) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Access Opening. The opening(s) and access point(s) contemplated between the Lots for use of the Driveway, is/are shown on the Site Plan and the Plat and such opening(s) and access point(s) between the Lots for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan and the Plat. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Lot.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Lot, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition and repair. Nothing contained in this paragraph shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Driveway/Perimeter Wall/Landscaping. All Owners are jointly and severally liable to the City of Stuart, Florida for the maintenance and repair of the Driveway, Perimeter Wall, Native Vegetation Preserve and required landscaping on the Lots. Each Owner of a Lot covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the portion of the Driveway, Perimeter Wall, Native Landscaping and required landscaping ("Driveway, Wall and Landscaping Improvements") located on its Lot in good order, condition and repair. Following the construction of improvements thereon, maintenance of Driveway, Wall and Landscaping Improvements shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, taking reasonable steps to remove papers, debris and other refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Driveway, Wall and Landscaping Improvements in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway, Wall and Landscaping Improvements on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway, Wall and Landscaping Improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Driveway, Wall and Landscaping Improvements or building areas on its Lot, subject to the following conditions: (i) the reciprocal easements between the Lots pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (ii) the Driveway, Wall and Landscaping Improvements and ingress and egress thereto, and to and from the Lots and adjacent streets and roads, shall not be materially altered, modified, relocated, blocked and/or without the express written consent of all Owners and Wawa (during the continuance of the Wawa Lease); (iii) the same shall not violate any of the provisions and

easements granted in paragraph 2; (iv) the requirements of paragraphs 2.3 and 3.2 of this Declaration shall be complied with; and (v) the requirements of any governmental authority with jurisdiction over the Driveway, Wall and Landscaping Improvements will have been performed.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Lot of such Owner and from time to time existing on the Lot of another Owner pursuant to an easement described herein.

3.5 Failure of an Owner to Maintain the Driveway, Perimeter Wall and Landscaping Improvements. In the event an Owner ("Defaulting Owner") fails to maintain or repair the portions of the Driveway, Perimeter Wall and Landscaping Improvements located upon its Lot, the following shall apply in addition to the other remedies and rights provided in this Declaration:

- a. Each Owner shall have the right and privilege to enter upon the Defaulting Owner's Lot for the purpose of performing any required maintenance and repair and to perform such maintenance or repair.
- b. The Defaulting Owner is, and shall be, assessed the cost incurred by an Owner for such maintenance and repair, including a reasonable charge (not to exceed 15% of such costs) for its overhead incurred in such maintenance or replacement.
- c. The Assessment, together with any costs and reasonable attorney's fees required to collect the same, if any, shall be secured by and shall constitute a continuing lien in favor of the Owner and encumbering the Lot of the Defaulting Owner, such lien to attach and become effective as of the date a Claim of Lien therefore is recorded in the public records of Martin County, Florida. The amounts secured by said liens shall constitute the personal obligation of the Defaulting Owner and may be collected in an action at law or said lien may be foreclosed in the same manner as is provided by law generally for mortgages; provided, however, that any such Assessment lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment lien.
- d. Any notice regarding the Driveway, Perimeter Wall and Landscaping Improvements from the City of Stuart, Florida, shall be effective if given to the Owner of Lot 2 (as shown on the Plat) and such owner shall transmit such notice to the other owners, and Wawa.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Lot, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 General. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

5.2 Additional Restrictions. Throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Lots 2, 3, and 4 shall be used, directly or indirectly, for any one or more of the following purposes: a convenience food store, coffee store, doughnut store, sandwich store, drug store, fuel dispensing facility or any combination of such uses. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuikCheck, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Hess Express or Thorntons. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Starbucks, Seattle's Best, Einstein's, Caribou Cafe, Bucks County Coffee or Bernie's Coffee and Tea Company. The term "doughnut store" means a store primarily engaged in the sale of doughnuts or pastries, including, without limitation, Dunkin' Donuts or Krispy Kreme. The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including, without limitation, Subway, Blimpie's, Quizno's, Panera, Cusi, Pita Pit, Jimmy John's, Firehouse Subs or McDonald's. The term "drug store" means any store generally recognized by the retail industry as being a drug store, including, but not limited to, the type of store operated by CVS, Rite Aid or Walgreens. The term "fuel dispensing facility" means a fuel service station, including a self-service station. This section shall not restrict any restaurant that has waitress/waiter or table side service for customers from selling doughnuts or coffee. Notwithstanding the foregoing restrictions, a PDQ shall be a permitted use on Landlord's Remaining Property.

6. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) and Wawa, Inc. and Wawa Florida, LLC (during the continuance of the Wawa Lease) as additional insureds.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Lots. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Lot 1 so as to enable the construction of the Driveway and other improvements required for the initial development for Wawa by the Owner of Lot 2, shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall

have the right, but not the obligation, to enforce this Declaration on behalf of the Owner of the other Lots, and/or to cure a breach or default hereunder by any Owner.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner or Wawa (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner or Wawa may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Wawa in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot in the public records of Martin County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the public records of Martin County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Declaration.

10. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Clerk of the Circuit Court, Martin County, Florida, and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the Lots in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the public records of Martin County, Florida.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Declaration, and no modification or amendment of this Declaration shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations

contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Declaration and the application thereof to the Lots are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.9 Time of Essence. Time is of the essence of this Declaration.

11.10 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of the Owner and Wawa are as follows:

Wawa: Wawa Florida, LLC
7699 Golf Channel Drive
Orlando, FL 32819
Attention: Peter Gilligan and Todd Souders

With a required copy to:

Wawa, Inc.
Attention: Legal Department,
and Vice President- Chief Real Estate Officer
260 W. Baltimore Pike
Wawa, PA 19063

Owner: 2014 Monterey Stuart Associates, LLC
Care of The Ferber Company
151 Sawgrass Corners Drive, Suite 201
Ponte Vedra Beach, FL 32082

11.12 Governing Law. The laws of the State in which the Lots are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

11.13 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first written above.

2014 Monterey Stuart Associates, LLC, a Florida limited liability company

By: _____

Its: Manager

Witnesses:

STATE OF FLORIDA

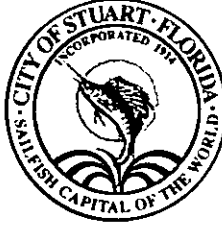
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 201____, by _____, the manager of 2014 Monterey Stuart Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida Drivers License in proof of his identity.

Notary Public, State of Florida

Exhibit "A" - Legal Descriptions of Lots.
Exhibit "B" - Site Plan.

Copy
Copy
Copy



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2331-2016

AN ORDINANCE OF THE CITY OF STUART, FLORIDA GRANTING A SECOND MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), THEREBY PROVIDING FOR THE RECONFIGURATION OF LOTS 2 & 3, MORE SPECIFICALLY DECREASING LOT 2 FROM 1.63 ACRES TO 1.22 ACRES AND INCREASING LOT 3 FROM 1.33 ACRES TO 1.74 ACRES; APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 2 CONSISTING OF A 4,442 SQUARE FOOT CULVER'S BUTTERBURGER & FROZEN CUSTARD DRIVE-THRU AND SIT-DOWN RESTAURANT; PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT AND A REQUIREMENT FOR PLATTING; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTANCE BY THE APPLICANTS; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Local Planning Agency heard this agenda item on 8.18.16 and provided recommendation of approval to the City Commission.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by 16 Kanner LLC, 2014 Monterey Stuart Associates, LLC and Stuart 24 Associates, LLC;

WHEREAS, the application for a major amendment to the CPUD was properly filed on behalf of the petitioner, 16 Kanner, LLC, 2014 Monterey Stuart Associates, LLC and Stuart 24 Associates, LLC;

WHEREAS, the property is legally described as set forth in an exhibit to this ordinance; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the CPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD development will be in harmony with surrounding properties and their anticipated development;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The new, restated, and amended conditions of development which are applicable to lot 2 are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development

Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

1. **Master CPUD Plan, by Newkirk Engineering, dated June 2016.**
2. **Boundary/Topographic Survey & Special Purpose - Culver's Stuart, by AIA GEO, dated 03.28.16.**
3. **Site Layout Plan Sheet 3, by Newkirk Engineering, dated June, 2016 and last revised August 02, 2016.**
4. **Landscape Plan, Sheet 4 by Richard L. Poore, Landscape Architect, dated June, 2016 and last revised September 15, 2016.**
5. **Dumpster Enclosure Details, Sheet 5, by Newkirk Engineering, dated June, 2016 and last revised August 2, 2016.**
6. **Proposed Floor Plan, Sheet A1a by Joseph L. Oliveri, AIA, dated 08.01.16.**
7. **Architectural Elevations, Sheet A3 by Joseph L. Oliveri, AIA. dated 08.01.16.**
8. **Site Photometric Plan, Sheet EP1, EP2 and EP3 by Michael Boychala P.E., dated 08.10.16.and revised 8.25.16.**
9. **Declaration with Easements, Covenants, Conditions and Restrictions dated 3/27/15 and signed by the manager for 2014 Monterey Stuart Associates LLC. A Florida limited Liability Company.**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission

the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: This ordinance and agreement shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

PASSED on First Reading this 12th day of September, 2016.

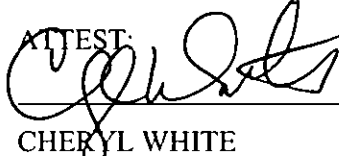
Commissioner CAMPENNI offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

JEFFREY A. KRAUSKOPF, MAYOR
EULA CLARK, VICE MAYOR
TROY MCDONALD, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
THOMAS F. CAMPENNI, COMMISSIONER

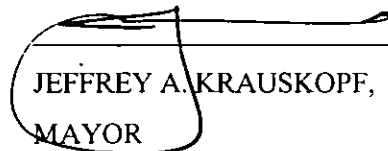
X		
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ADOPTED this 26th day of September, 2016.

ATTEST:

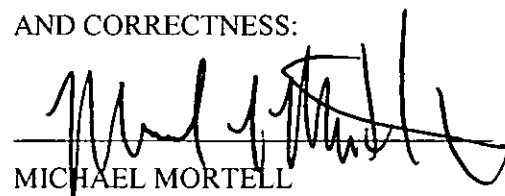


CHERYL WHITE
CITY CLERK



JEFFREY A. KRAUSKOPF,
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY



THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS ORDINANCE, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Print Name:

Alan E. O'Neal
Alan E. O'Neal

Print Name: SARA G. SQUARITO

Sara G. Squarito

WITNESSES:

Print Name:

Bryan A. Poston Jr.
Bryan A. Poston Jr.

Print Name: Felecia E. Surr

Felecia E. Surr

WITNESSES:

Print Name:

Lewis Bergman
Lewis Bergman

Print Name:

Crista Callaway
Crista Callaway

Norsel, Inc.

~~2014 Monterey Stuart Associates, LLC (Lot 4)~~

~~A Florida Limited Liability Company~~

Name:

Marsha Zepke

Title:

President

16 Kanner, LLC (Lots 2 & 3)

Name:

John Kanner

Title:

member

Stuart 24 Associates, LLC (Lot 4)

BY ITS MANAGER: TER ASSOCIATES, LLC

BY ITS MANAGER: RIS ASSOCIATES, LLC

Name:

THEODORE A. SCHIFF

Title:

PRESIDENT AND AUTHORIZED SIGNER

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2331-2016 was acknowledged before me this

19 day of October, 2016.

by Marsha Lipkin, the President Norsel, Inc.
for ~~2014 Monterey Smart Associates, LLC~~, Lot 1.

Notary Public, State of Georgia

My Commission Expires: 1/26/2018

Notary Seal

Personally Known

OR Produced Identification

Type of ID Driver's License (GA)

Ava E O'Neal
NOTARY PUBLIC
Fulton County, GEORGIA
My Comm. Expires
01/26/2018

by Scott Collette, the Member for 16 Kanner, LLC, Lots 2 & 3.

Notary Public, State of FL

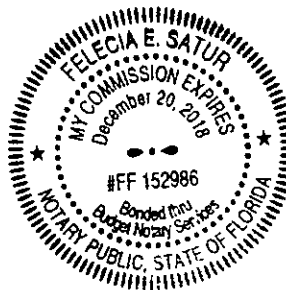
My Commission Expires: 12/20/18

Notary Seal

Personally Known

OR Produced Identification

Type of ID _____



by [Signature], the President Auth Signer for Stuart 24 Associates, LLC, Lot 4.

Notary Public, State of FL

My Commission Expires: 10/5/19

Notary Seal

Personally Known

OR Produced Identification

Type of ID _____

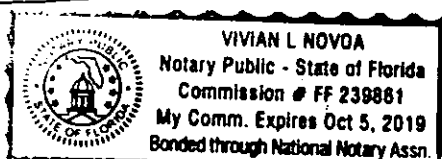


EXHIBIT "A" LEGAL DESCRIPTION
LEGAL DESCRIPTION (ENTIRE PIECE):

PARCEL OF LAND SITUATED IN GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 89°38'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 369.07 FEET; THENCE RUN SOUTH 00°21'59" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD (STATE ROAD NO. 714-A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 08°48'11" EAST, ALONG THE WEST LINE OF THE LEISURE VILLAGE MOBILE HOME COMMUNITY AS DESCRIBED IN OFFICIAL RECORDS BOOK 419, PAGE 2576, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 1012.07 FEET; THENCE RUN NORTH 89°37'05" WEST, ALONG THE NORTH LINE OF THE AFORESAID LEISURE VILLAGE MOBILE HOME COMMUNITY, A DISTANCE OF 303.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD NO. 76-A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 89060-2512), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9772.18 FEET, A CENTRAL ANGLE OF 05°46'50", A CHORD BEARING AND DISTANCE OF NORTH 08°45'58" WEST, 985.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 985.91 FEET TO A POINT OF COMPOUND CURVATURE OF A 23.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°14'31" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY AND A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MONTEREY ROAD; THENCE RUN SOUTH 89°38'01" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.72 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 311,325 SQUARE FEET (7.147 ACRES) MORE OR LESS.

(Lot 2 – 16 Kanner, LLC):

BEING A PORTION OF LOT 2, OF SHOPPES AT MONTEREY AND KANNER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF KANNER HIGHWAY (STATE ROAD 76) AND THE NORTHWESTERLY CORNER OF LOT 2, SHOPPES AT MONTEREY AND KANNER, AS RECORDED OF PLAT BOOK 17, PAGES 29 & 30, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT BEING ON A CURVE; RUN THENCE NORTH 80 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 AND BEING NON RADIAL TO CURVE, A DISTANCE OF 310.99 FEET TO THE NORTHEAST CORNER SAID LOT 2; THENCE SOUTH 08 DEGREES 48 MINUTES 11 SECOND EAST ALONG THE EAST LINE OF SAID LOT 2. A DISTANCE OF 170.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 80 DEGREES 28 MINUTES 48 SECONDS WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 312.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID KANNER HIGHWAY, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 49 SECONDS, A RADIUS OF 9,772.18 FEET, A CHORD BEARING N 08 DEGREES 24 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 170.03 FEET; THENCE ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANNER HIGHWAY AN ARC DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" LOCATION MAP

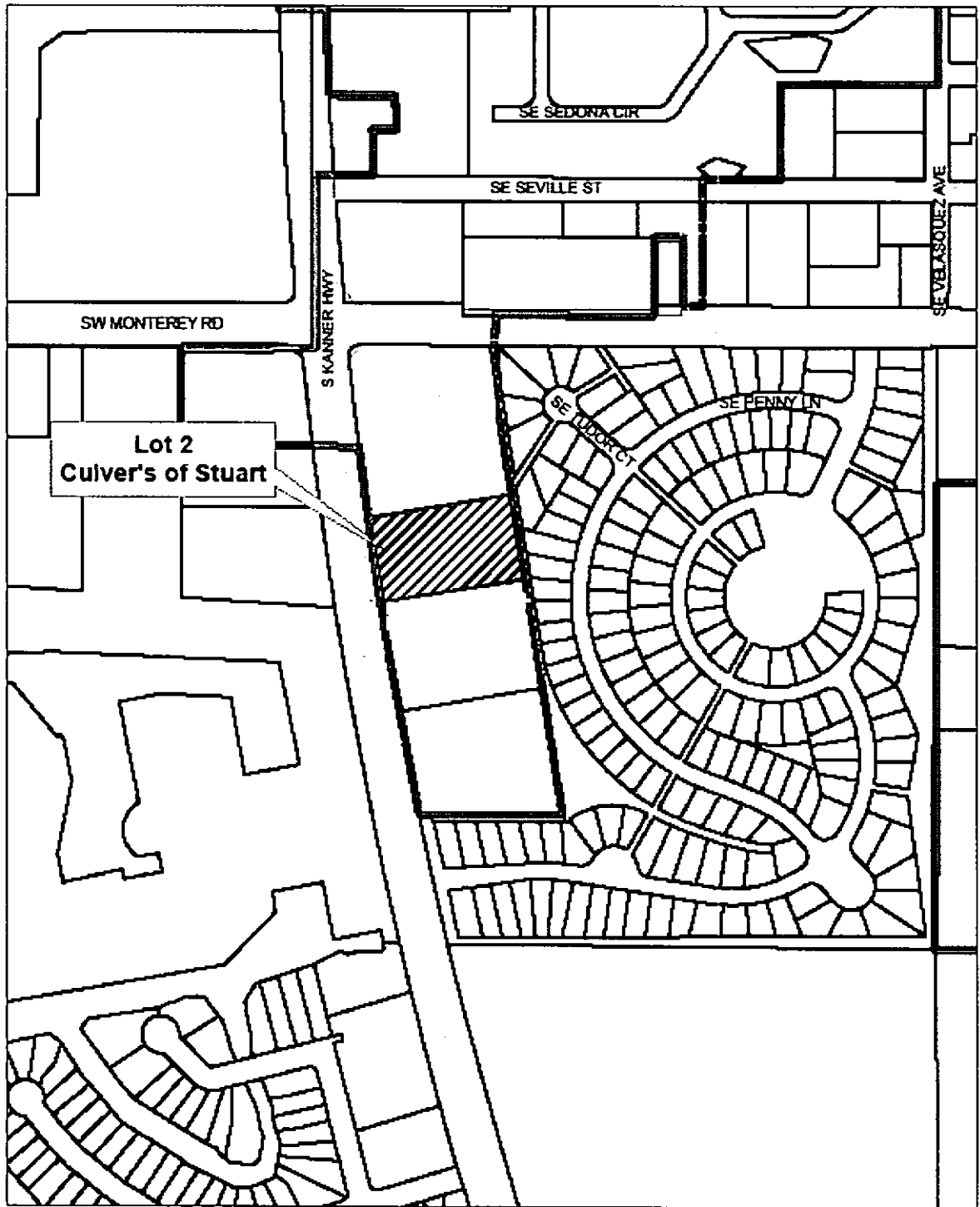


EXHIBIT "C"

DEVELOPMENT CONDITIONS

ORDINANCE #2331-2016 "CULVER'S OF STUART" - MAJOR AMENDMENT TO THE CPUD

The following conditions fall into 3 categories:

1. **(New condition)** New language exclusive to Lot 2 – Culver's of Stuart - Major Amendment to the Wawa CPUD.
2. **(Restated condition)** Conditions in the original CPUD that continue to apply to Lot 2.
3. **(Amended condition)** Variation from language contained in the original CPUD that apply to Lot 2 – Culver's of Stuart - Major Amendment to the Wawa CPUD.

Approved Plans and Documents

- a. **(New condition)** The Culver's Stuart CPUD project and the use thereof shall comply with the following drawings:
- b. Master CPUD Plan, by Newkirk Engineering, dated June 2016.
- c. Boundary/Topographic Survey & Special Purpose - Culver's Stuart, by AIA GEO, dated 03.28.16.
- d. Site Layout Plan Sheet 3, by Newkirk Engineering, dated June, 2016 and last revised August 02, 2016.
- e. Landscape Plan, Sheet 4 by Richard L. Poore, Landscape Architect, dated June, 2016 and last revised September 15, 2016.
- f. Dumpster Enclosure Details, Sheet 5, by Newkirk Engineering, dated June, 2016 and last revised August 2, 2016.
- g. Proposed Floor Plan, Sheet A1a by Joseph L. Oliveri, AIA, dated 08.01.16.
- h. Architectural Elevations, Sheet A3 by Joseph L. Oliveri, AIA. dated 08.01.16.
- i. Site Photometric Plan, Sheet EP1, EP2 and EP3 by Michael Boychala P.E., dated 08.10.16.and revised 8.25.16.
- j. Declaration with Easements, Covenants, Conditions and Restrictions dated 3/27/15 and signed by the manager for 2014 Monterey Stuart Associates LLC. A Florida limited Liability Company.

1. **(Restated Condition)** Any modifications to the Master CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. **(Amended condition)** Development of the Subject Property as a CPUD shall include an impervious area of not more than sixty-five percent (65%) for lots 2 & 3 and 4 within the CPUD. The Wawa gas station and convenience store on lot 1 shall not exceed an impervious area of not more than (67%). The Culver's ButterBurger and frozen custard building on lot 2 shall not exceed an impervious area of not more than (70%).
3. **(Restated condition)** The maximum building height within the CPUD shall be 45 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height.

Landscaping

4. **(Restated condition)** All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
5. **(Restated condition)** The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
6. **(Restated condition)** A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

7. **(Restated condition)** Open Space. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.
8. **(Amended condition)** Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. For lots 1, ~~2~~, and 3 the location of the native

vegetation shall comply with the project's landscape plans, Shts. L-1 & L-2 by Aloha Pacifica, LLC, Landscape Architect, dated 11.13.14. and lot 4 shall comply with Shts. 1&2 by HJA Design Studio, Landscape Architecture, dated 01.16.15. Lot 2 shall comply with Sht. 4 by Richard L. Poore, Landscape Architect, dated June 2016.

9. **(Amended condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". Lot 4 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by HJA Design Studio, LLC dated 01.15.15. Lot 2 detention/retention areas shall be designed using the LID techniques and IFSA practices per the attached landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.
10. **(Amended condition)** A Preserve area maintenance plan, executed in accordance with the Land Development Regulations, shall be included on the landscape drawings by Aloha Pacifica, LLC, Landscape Architects, for lot 4 by HJA Design Studio, LLC dated 01.15.15. and for lot 2 by Richard L. Poore, Landscape Architect, dated June 2016.

Tree Mitigation

11. **(Restated condition)** Prior to any development activities for each lot, payment into the City's tree replacement fund based on the City's Tree Replacement Formula shall be made as follows: Lot 4 will not be required to make any payment to the City's Tree Replacement Fund based on the number of softwood and hardwood trees (and palms) proposed in the landscape plans by HJA Studio, LLC dated 01.15.15 which exceed the required number of replacement trees and caliper inches detailed in the Tree Replacement Formula.

Lot #1	Lot #2	Lot #3	Lot #4
Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50	Slash Pine = \$9,112.50
High-rise Oak = \$8,075	High-rise Oak = \$8,075	High-rise Oak = \$8,075	High-rise Oak = \$8,075
Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50	Total = \$17,187.50

Prior to Issuance of Site Permits

12. **(Restated condition)** Site permits will not be issued until a complete building permit application for the first building to be constructed has been submitted.
13. **(Restated condition)** Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

14. **(Restated condition)** Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
15. **(Restated condition)** All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the issuance of a site permit.
16. **(Restated condition)** All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

17. **(Restated condition)** "Hat racking" of trees is prohibited on the property.
18. **(Restated condition)** All on-site utilities must be buried except for the existing FPL transmission line.
19. **(Restated condition)** The developer is responsible for designing and constructing new or upsizing existing utilities to accommodate the proposed water usage and proposed fire flows.
20. **(Amended condition)** ~~The developer of 2014 Monterey Stuart Associates, LLC must execute a utility service agreement that includes the terms and conditions of reimbursements by the city for oversizing facilities of greater size or capacity than needed by the applicant.~~ Culver's of Stuart, 16 Kanner, LLC, must pay the applicable water and sewer availability fee in accordance with chapter 42 of the city's code.
21. **(Restated condition)** Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.
22. **(Restated condition)** Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 dB at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 p.m. to 3:00 p.m. on weekdays.
23. **(Restated condition)** All mechanical equipment associated with the development shall be roof top (screened on all four sides) or located behind the building and decoratively screened or landscaped with hedge material except that air conditioning units shall be located no closer than 30' feet from the back of the main anchor buildings and screened from view. Roof top satellite dishes shall be limited to 3 feet in diameter and screened from view.
24. **(Restated condition)** Any backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

25. **(Restated condition)** Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
26. **(Amended condition)** Lighting poles in the parking areas shall not exceed 25' in height for lots 2, 3, & 4. Lighting shall include shields to direct the light away from the residential area to the east and south of the CPUD. ~~Site lighting shall comply with Photometric Plan and Details, Sheets LA-1 & LA-2 by Aloha Pacifica, LLC, Landscape Architects, dated 11.13.14.~~ Site lighting for Lot 2 shall comply with Site Photometric Plan, Sheet EP1 prepared by Michael Boychala P.E., dated 06.17.16 and most recently revised on 8.25.16.
27. **(Restated condition)** All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
28. **(Restated condition)** Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.
29. **(Restated condition)** Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the first building of the affected phase.
30. **(Restated condition)** Temporary or freestanding storage units are prohibited on the property once construction is complete.
31. **(Amended Condition)** The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". The proposed dry retention for lot 4 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover. The proposed dry retention for lot 2 shall have native grasses along the edges of the retention area to become part of the stormwater filtration process. Bahia grass shall be allowed to remain at the bottom of the retention area as a drought tolerant ground cover.
32. **(Restated condition)** In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
33. **(New Condition)** Prior to certificate of occupancy, the applicant shall provide an engineer's written confirmation attesting that the on-site storm water system as well as the entire CPUD's

storm water system is in place and functioning in compliance with all approved plans and specifications.

Future Development of Lots 2, 3 & 4

34. **(Amended Condition)** The developer may grade into 20% of the re-created native vegetation area in order to meet stormwater needs for remaining 3 lots ~~2 & 3~~. The developer of lot 4 may grade into 100% of the recreated native vegetation area in order to meet storm water needs for lot 4 based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by HJA Design Studio, LLC dated 01.15.15. The developer of lot 2 may grade into the recreated native vegetation area in order to meet storm water needs based on the topography of the parcel and absence of existing native vegetation as well as the proposed site-specific native plant palette indicated in the submitted landscape plans by Richard L. Poore, Landscape Architect, dated June 2016.
35. **(Restated condition)** Parking areas shall be interconnected throughout the CPUD.
36. **(Restated condition)** All buildings and structures shall have a walkway connection with the off-site sidewalk system.
37. **(Restated condition)** The CPUD shall be limited to existing curb-cuts for ingress and egress to and from the CPUD.
38. **(Restated condition)** No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issue by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.
39. **(Restated condition)** Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, planned unit development regulations applicable to the Property at time of permitting.

Development Timetable

40. **(Amended condition)** Timetable for development shall be as follows:

TIMETABLE OF DEVELOPMENT Lot 1 Wawa Gas Station and Convenience Store.	
Site and building permit application deemed sufficient	Jan 30, 2015

for permit review under city codes and standards.	
Final Certificate of Occupancy for all site and building improvements.	June 30, 2016

TIMETABLE OF DEVELOPMENT Lot 4 Water's Edge Dermatology Major Amendment to the CPUD	
Site and building permit application deemed sufficient for permit review under city codes and standards.	Jan 30, 2018
Final Certificate of Occupancy for all site and building improvements.	June 30, 2019
TIMETABLE OF DEVELOPMENT <u>Lot 2 Culver's ButterBurger & Frozen Custard of Stuart Major Amendment to the CPUD</u>	
<u>Site and building permit application deemed sufficient for permit review under city codes and standards.</u>	<u>Dec. 30, 2016</u>
<u>Final Certificate of Occupancy for all site and building improvements.</u>	<u>Dec. 30, 2017</u>

Allowable Uses

41. (Restated condition) The following uses shall be permitted considering Sec.601.13. Off-street parking schedule of the City's Land Development Code - as the standard for required off-street parking.
- Gas station and convenience store
 - Professional office, including medical
 - Retail
 - Restaurant
 - Restaurant with fast food drive-thru. (see condition 50 below)

Prohibited

42. (Restated condition) No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.
43. (Restated condition) Delivery trucks are prohibited from idling engines overnight on the property. Truck deliveries to rear of the main anchor buildings will be prohibited between the hours of 11:00 P.M. and 7:00 A.M., otherwise deliveries shall occur at the front of the store.
44. (Restated condition) Billboards are prohibited on the property.

45. **(Restated condition)** Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited, except as may be permitted by this CPUD.
46. **(Restated condition)** No vehicles shall be displayed or stored within the public right-of-way at any time.
47. **(Amended condition)** To avoid noise disruption to the surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system unless:
- The Development Director approves of the P.A. system
 - The applicant demonstrates that the proposed P.A. system uses only low volume technology that is shielded from neighboring properties.
 - A feature known as Automatic Volume Control or "AVC" is used to reduce the outbound sound pressure level based on ambient noise.

Signage

48. **(Amended Condition)** The Wawa monument signs for both Kanner Hwy and Monterey Road Locations shall be limited to 12'-6" in height. A unified sign plan, including gas pump signage consistent with the approved Racetrac development on South Kanner Highway, shall be reviewed and approved at the time of civil plan approval demonstrating compliance with the LDR for signs, as to number, location, size, height, lighting, and materials with a unified theme throughout the development. Monument signs shall be limited to 10' in height with design criteria conforming to the City's Land Development Code shall be located within the landscape buffer, and avoid utility easements along Kanner Hwy for lots 2, 3, and 4. The monument sign for lot 2 shall adhere to the Sec. 6.11.12.C Monument Signs of the City's Land Development Code.

Platting

49. **(Amended condition)** Plat approval per Section 11.01.06.1 shall occur prior to any future development permit being issued. Plat approval based on reconfigured lots 2 & 3 shall occur prior to any development permit being issued for Culver's of Stuart on lot 2.
50. **(Restated condition)** The PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicant shall form a POA (property owners association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features:
- An 8 foot wall, with 5 feet of preserve on the east and south side of the wall.
 - The entire 40 foot wide preserve area on the east and south perimeter of the site.
 - Landscape strips straddling lot lines of lots 2, 3, and 4.
 - Entrance aprons from S.E. Kanner Hwy and
 - The north-south connecting drive aisle extending through lots 2, 3, and 4.



SW MONTEREY RD

SE MONTEREY RD

SE SEVILLE ST

SE VELA SQUEZAVE

SE PENNY LN

SE TRAFALGAR TER

S KANNER HWY

Legend



Subject Parcel

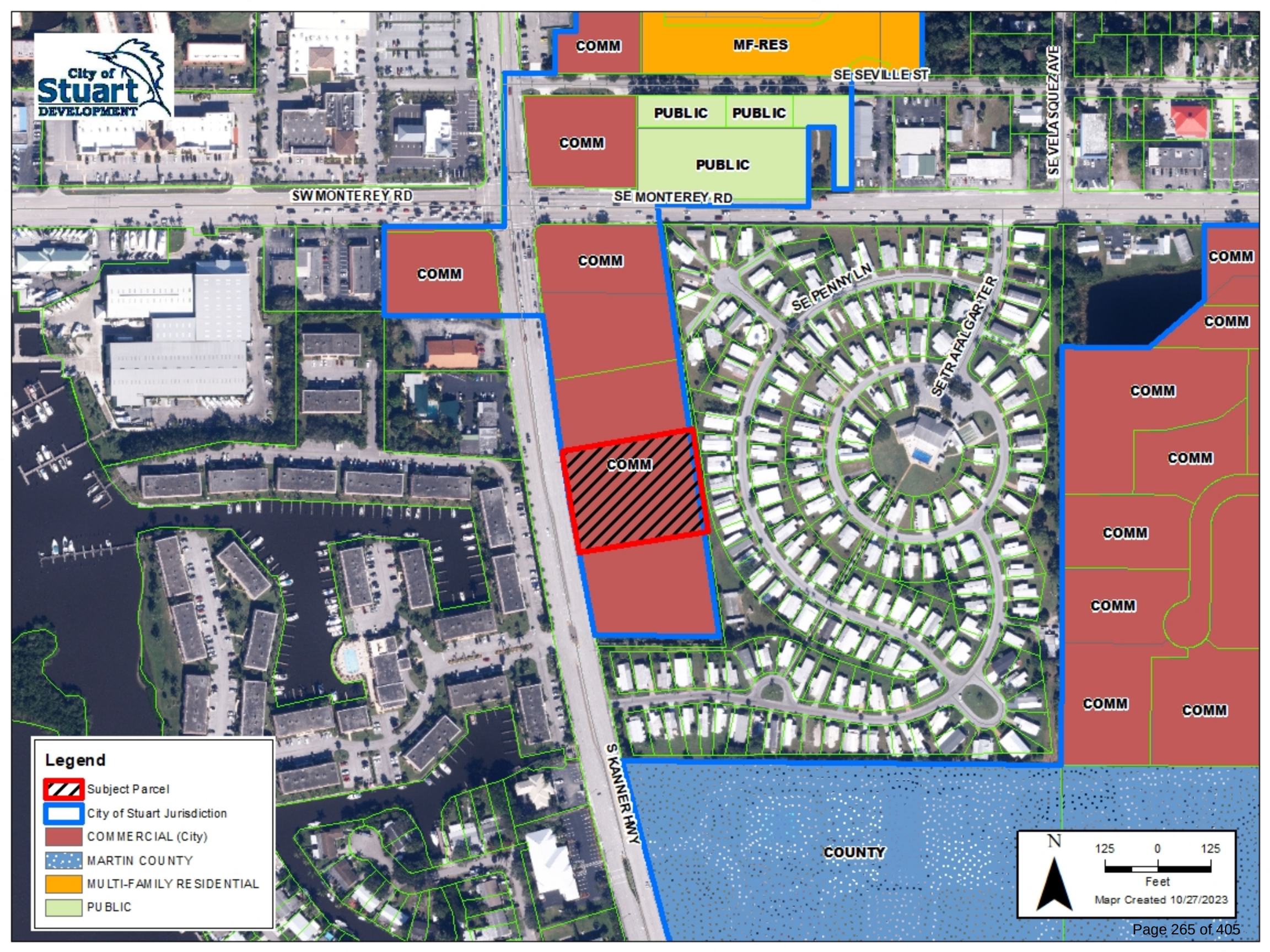


City of Stuart Jurisdiction



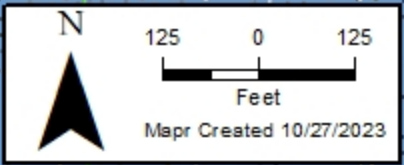
125 0 125
Feet

Mapr Created 10/27/2023



Legend

- Subject Parcel
- City of Stuart Jurisdiction
- COMMERCIAL (City)
- MARTIN COUNTY
- MULTI-FAMILY RESIDENTIAL
- PUBLIC





SW MANOR DR SW MANOR DR
SW DYER DR
SW NORTH CAROLINA DR

SE HANCOCK ST
SE KITCHING CIR
SE PALERMO CT

SE SAN JOSE ST
SE TEJON ST
SE CORTEZ ST
SE MADRID ST

SE SEVILLE ST
SE MONTEREY RD

SE PENNY LN

SE WLOUGHBY BLVD

SE RUHNKE ST
SE JAKE CT

SE HARPER ST

SE DECKER AVE

SE DIXIE HWY

SE 16TH ST

SE PALM BEACH RD

SE CENTRAL PKWY

SE FEDERAL HWY

SE MONTEREY ROAD EXT

SE LETHA CIR

SE EASTER LN

Subject Parcel

Legend



Subject Parcel



City of Stuart Jurisdiction



525 0 525
Feet

Mapr Created 10/27/2023



SW MONTEREY RD

SE MONTEREY RD

SE TUDOR CT

SE PENNY LN

S KANNER HWY

Legend

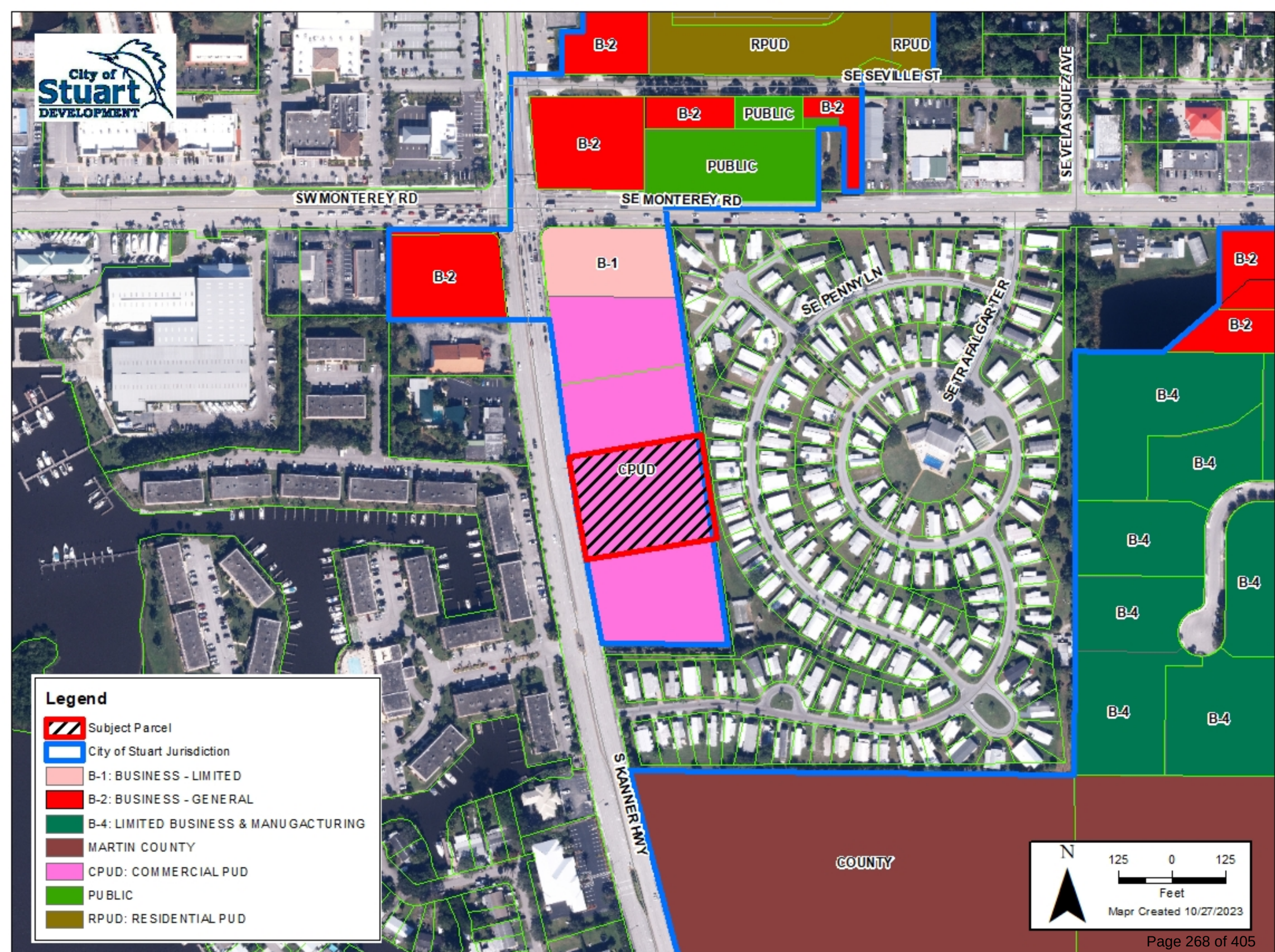
-  Subject Parcel
-  300 ft Notification Buffer
-  Notified Parcels within 300ft
-  City of Stuart Jurisdiction

N

100 0 100

Feet

Mapr Created 10/27/2023



Legend

-  Subject Parcel
-  City of Stuart Jurisdiction
-  B-1: BUSINESS - LIMITED
-  B-2: BUSINESS - GENERAL
-  B-4: LIMITED BUSINESS & MANUFACTURING
-  MARTIN COUNTY
-  CPUD: COMMERCIAL PUD
-  PUBLIC
-  RPUD: RESIDENTIAL PUD



125 0 125
Feet

Mapr Created 10/27/2023

Public Notices

modation for this meeting must contact the County's Americans With Disabilities Act (ADA) Coordinator at 772-226-1223 at least 48 hours in advance of the meeting.

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
SUSAN ADAMS, CHAIRMAN
Pub: Jan 12, 2024
TCN9719226

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

Life Storage 8485 20th Street, Vero Beach, FL 32966, on January 18, 2024 at 3:00pm
Jasmine Richardson: Household goods/furniture,clothes. Richard Armstrong: Household goods/furniture, Tools/appliances

The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Found Property
On or about 12/28/2023
21st Place SW and 13th Avenue SW
For claims call:
Tom (772) 978-6132
Hope (772) 978-6138
Please bill the Indian River County Sheriff's Office, Attn: General Counsel, 4055 41st Avenue, Vero Beach, Florida 32966 and forward to us the affidavit of publication via email to rsavoie@ircsheriff.org
Pub: Jan 12 & 19, 2024
TCN9727035

PUBLIC NOTICE
CITY OF FORT PIERCE
HISTORIC PRESERVATION BOARD

NOTICE IS HEREBY GIVEN that the Historic Preservation Board of the City of Fort Pierce, Florida will hold a Public Meeting on Monday, January 22, 2024, at 2:00 p.m. in the City of Fort Pierce Commission Chambers located at City Hall, 100 North U.S. Highway #1, Fort Pierce, Florida. The public hearing will be on the consideration of the following applications:

1. Certificate of Appropriateness #24-03. Application submitted by Kendal Signs, Inc., authorized by the property owner First United Methodist Church of Fort Pierce, to install a monument sign on a designated historic site at 616 Orange Avenue. Parcel ID: 2410-606-0007-000-4. The legal description of the property is: RECEIVER'S S/D LOTS 10 AND 11 (MAP24100)
2. Historic Site Designation Application submitted by Donna Qvarnstrom, authorized the Property Owner, City of Fort Pierce for designation of the property located at 601 North Causeway as a Fort Pierce Individual Historic Site. Parcel ID: 1434-100-0000-020-9. The legal description of the property is: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.92 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT W/L, TH N 35 DEG 54 MIN18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE) Please take notice and be advised that if any interested person desires to appeal any decision made by the Historic Preservation Board with respect to any matter considered at this meeting, such interested person will need a record of the proceedings made, which includes the testimony and evidence upon which the appeal is to be based. Dated this 8th day of January 2024. Maria Lewicka, Historic Preservation Planner
Pub: Jan. 12, 2024 TCN9721323

News Release for Child Care Food Program
Global Learning of Vero Beach announces its intent to participate in the U.S. Department of Agriculture's Child Care Food Program, which is a federally funded program that reimburses child care providers for serving nutritious meals and snacks to enrolled, eligible children. Meals will be available at no separate charge to all participants enrolled at the center listed(Global Learning of Vero Beach), regardless of race, color, national origin, sex, age, or disability.
January 12 2024
LSAR0050406

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA
CASE NO.: 2022 CA 000871
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR LB-RANCH SERIES V TRUST, Plaintiff,
v.
UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM INTEREST IN THE ESTATE OF GLADYS LAMB A/K/A GLADYS B. LAMB A/K/A GLADYS BRYANT A/K/A GLADYS WESLEY BRYANT A/K/A GLADYS BRYANT A/K/A GLADYS PEARL WESLEY A/K/A ELDER GLADYS LAMB, ET AL Defendants.

NOTICE OF ACTION
To the following Defendant(s):
EVA M. MCCLELLAN (Last Known Address: 2443 SE 2ND CT, Vero Beach, FL 32962)
MCCLELLAN SPOUSE OF EVA M. MCCLELLAN (Last Known Address: 2443 SE 2ND CT, Vero Beach, FL 32962)
YOU ARE NOTIFIED that an action to foreclose based on boundaries established by acquiescence, on the following described property:
ALL THAT CERTAIN PARCEL OF LAND IN INDIAN RIVER COUNTY, STATE OF FLA AS MORE FULLY DESCRIBED IN OR BOOK 0610 PAGE 1248 ID#717740, BEING KNOWN AND DESIGNATED AS THE NORTH 30 FEET OF LOT 14, IN BLOCK 9, FLORIDA RIDGE SUBDIVISION, FILED IN PLAT BOOK 3 AND PAGE 93.
PROPERTY ADDRESS: 2443 SE 2ND CT, VERO BEACH, FL 32962
has been filed against you and you are required to serve a copy of your written defenses, if any, to it, on Ghidofili Bergery LLP, Attorney for Plaintiff, whose address is 1031 North Miami Beach Boulevard, North Miami Beach, FL 33162 on or before 2/22/2024, a date which is within thirty (30) days after the first publication of this Notice in the Treasure Coast and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.
This notice is provided pursuant to Administrative Order No. 2010-08. WITNESS my hand and the seal of this Court this 8th day of January, 2024.

RYAN L. BUTLER
As Clerk of Court
By As Deputy Clerk
Pub: 1/12/24; 1/19/24; #9724890

CITY OF STUART
NOTICE OF PROPOSED ORDINANCE

NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ordinance will be produced in writing and adopted at a meeting of the City Commission of the City of Stuart, at City Hall, 121 SW Flagler Avenue on January 22, 2024 at 5:30 p.m. A full copy of said Ordinance, entitled hereafter, may be inspected at the Office of the City Clerk during regular business hours from this date forward. All interested parties may attend said meeting and be heard or send comments to the office mentioned above.
ORDINANCE No. 2526-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL

Public Notices

PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE IN COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN, REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES. Any person deciding to appeal any decision made by the Commission at the public hearing will need to ensure that a verbatim record of the proceedings is made. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday. CITY CLERK COMMISSION Mary Kindel, City Clerk
Publish: 1/12/2024
TCN9726322

NOTICE PUBLIC HEARING
An Ordinance of the City of Vero Beach, Florida, amending Section 2-102 in Article III, "Commissions and Boards," of Chapter 2, "Administration," of the Code of the City of Vero Beach, to include property or business owners in the service area, in addition to residents, to serve as regular voting or alternate members; Providing for Codification; Providing for Conflict and Severability; Providing for Correction of Scrivener's Errors; and Providing for an Effective Date.

The City Council of the City of Vero Beach, Florida, will hold a public hearing concerning the Adoption of an Ordinance with the title as shown at 9:30 a.m., on January 23, 2024 in the City Hall, Council Chambers, at 1053 20th Place, Vero Beach, Florida. At the conclusion of this public hearing the Council may enact this Ordinance into law. Interested parties may obtain a copy of this Ordinance at the Office of the City Clerk at City Hall and are welcome to attend the public hearing concerning this Ordinance. Anyone who may wish to appeal any decision which may be made at this hearing will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 288-4920 at least 48 hours in advance of the meeting. CITY OF VERO BEACH, FLORIDA BY: Tammy K. Bursick, MMC City Clerk
PUBLISH JAN 12, 2024
TCN 9710778

Public Sale

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

Life Storage 8485 20th Street, Vero Beach, FL 32966, on February 1, 2024 at 3:00pm
Jamia Smith: Household goods/furniture,Electronics,Tools. 2015 TAOI Motorcycle, VIN:L9NTECLKD5E1003463. Leith Tariek Kareem: Household goods/furniture,Landscaping/construction equipment.

The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan 12 & 19, 2024
TCN9717758

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

Life Storage 8485 20th Street, Vero Beach, FL 32966, on February 1, 2024 at 3:00pm
Jamia Smith: Household goods/furniture,Electronics,Tools. Kayla Ann Keene: 2015 TAOI Motorcycle, VIN:L9NTECLKD5E1003463. Leith Tariek Kareem: Household goods/furniture,Landscaping/construction equipment. The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan 12 & 19, 2024
TCN9717761

NOTICE OF PUBLIC SALE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Asset Management, LLC as Agent for Owner 700 SW Federal Hwy, Stuart Fl. 34994 to satisfy a lien on Jan 24,2024 at approx. 12:30 PM at www.storageetreasures.com. The sale will occur on an Online Auction via www.selfstorageauction.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Abby Owens unit #2126; Michael Caron unit #353; Jason Canterberry unit #377; Clarissa Keahy unit #4023; Robert Rucker unit #417; Louis J. Campelli unit #424; Dalton Campbell unit #739; Luke Kadlecak unit #810; Jennifer Korhnok unit #900. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12,2023
TCN 9668946

Extra Space Storage will hold a public Auction to sell personal property described below, belonging to those individuals listed below at the location indicated, Extra Space Storage, 5355 US 1 Vero Beach, Fl 32967 Thursday February 1st 2024 @12:00 PM. Rosheka Helms Clothes, boxes, tv, Katie Moxie Household furniture, tv, trucks. Kenneth Jackson Boxes, steamer. www.storageetreasures.com purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: 1/12/24; 1/19/24; #9675196

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

Life Storage 8485 20th Street, Vero Beach, FL 32966, on February 1, 2024 at 3:00pm
Jamia Smith: Household goods/furniture,Electronics,Tools. Leith Tariek Kareem: Household goods/furniture,Landscaping/construction equipment. The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Publish: January 12, 19, 2024
TCN9719043

Life Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

Life Storage 8485 20th Street, Vero Beach FL 32960 on February 1, 2024 at 1:15pm:
Elizabeth Twohy: Household Goods/Furniture, TV/Stereo Equipment, Tools/Appliances, Boxes
Courtney Godwin -bed, 2 couches, lot of boxes, misc items
Isaac Hunter: Jr -Household Goods/Furniture, TV/Stereo Equipment, Music Equipment
Geneva Barnett-Household Goods/Furniture
The auction will be listed and adver-

Public Sale

tised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan 12 & 19, 2024
TCN9717775

Notice of Self Storage Sale
Please take notice Prime Storage - Port St. Lucie Kitterman Rd located at 605 Kitterman Rd, Port St. Lucie, FL 34952 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.storageetreasures.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Evlyon Keys unit #127; Nicole Hall unit #154; Dasha Souffrant unit #201; Mithoson Valliere unit #350; Suainet Suazo unit #601; Jocelyn Torres unit #704; Robert Laminsky unit #751; Samantha Shaw unit #A009; Robert Burdette unit #A014; Jarrod Westberry unit #A020; James Campbell unit #B012; Briano Dixon unit #B033; Eruth Spencer unit #D001. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12, 2024
TCN 9668944

Notice of Self Storage Sale
Please take notice Prime Storage - Jensen Beach located at 528 NE Jensen Beach Blvd, Jensen Beach, FL 34957 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.selfstorageauction.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Christine Gaines unit #1058; Robert Burdette unit #1255; Alberto Aiello unit #3019. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12,2024
TCN 9668949

Notice of Self Storage Sale
Please take notice Prime Storage - Port St. Lucie SE Becker Rd located at 540 SE Becker Rd Port St. Lucie FL 34987 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.selfstorageauction.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Israel Jean unit #1106; Candis Jones unit #1424; Priya Bipram unit #2524; Mitchel Fields unit #2801; Emma Hislop unit #2937; Felicia King unit #3027. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12,2024
TCN 9668939

Notice of Self Storage Sale
Please take notice Prime Storage - Port St. Lucie Tradition located at 10218 SW Village Pkwy Port St. Lucie FL 34987 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.selfstorageauction.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Darvin Wyche unit #512; Rangel Vazquez unit #A101. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12,2024
TCN 9668934

Notice of Self Storage Sale
Please take notice Prime Storage - Stuart located at 6301 SE Federal Hwy, Stuart, FL 34997 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.storageetreasures.com on 1/22/2024 at 12:00 PM. Unless stated otherwise the description of the contents are household goods and furnishings. Abby Owens unit #2126; Michael Caron unit #353; Jason Canterberry unit #377; Clarissa Keahy unit #4023; Robert Rucker unit #417; Louis J. Campelli unit #424; Dalton Campbell unit #739; Luke Kadlecak unit #810; Jennifer Korhnok unit #900. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
PUBDATES JAN 5 & 12,2023
TCN 9668946

NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Asset Management, LLC as Agent for Owner 700 SW Federal Hwy, Stuart Fl. 34994 to satisfy a lien on January, 23, 2024, at approx. 12:00 PM at www.storageetreasures.com. Sabrina Michelle Wilson,Sundrea Dowling,Breanna Paige Bass,Walter Steve Semerenko,Angela Lynn Landress,Paul Schofield,Annalia Frew,Mary Pearce,Roger J Spano,Lori Cullen,Andrew DeMayo January 5, 12 2024
LSAR0045707

Notice is hereby given that on dates below these vehicles will be sold at public sale on the date listed below at 10AM for monies owed on vehicle repair and storage cost pursuant to Florida Statutes 713.585 or Florida Statutes 713.78. Please note, parties claiming interest have right to hearing prior to the date of sale with the Clerk of Courts as reflected in the notice. The owner has the right to recover possession of the vehicle without judicial proceedings as pursuant to Florida Statute 559.917. Any proceeds recovered from the sale of the vehicle over the amount of the lien will be deposited with the clerk of the court for disposition upon court order. "No Title Guaranteed, A Buyer Fee May Apply"
February 26, 2024
Kings of the Corner Mechanic, Inc., 3212 Orange Ave., Ft. Pierce, FL 34906
FORD 1FTSW21PX6EA21450 \$6547.67
2006 CADI 1G6KD57Y76U124101 \$3571.70
PUBLISH JAN 12, 2024
TCN

NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Asset Management, LLC as Agent for Owner 2140 SW Gatlin Blvd Port St. Lucie, Fl 34954 to satisfy a lien on January 24,2024 at approx. 10:30am at www.storageetreasures.com: oney Bryant, Marybeth Ehrbar; Pedro Cristobal; Derrick Johns; William Martin; Lasonia Vandyke
TCN9670535 Publish: January 5, 12, 2024

Notice of Self Storage Sale
Please take notice Prime Storage - Vero Beach - 9th Place located at 900 9th Place Vero Beach Fl 32960 intends to hold a sale to sell the property stored at the Facility by the below Occupants whom are in default at an Auction. The sale will occur as an Online Auction via www.storageetreasures.com on 1/22/2024 at 12:00PM. Unless stated otherwise the description of the contents are household goods and furnishings. Robert W McCarthy/Bobby's Restaurant units #A802 & #B23; Sheree Deal unit #J03; Durce Jackson unit #K92. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
Pub: 1/5/24; 1/12/24; #678343

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

9893 US-1, Sebastian, FL 32958 on February 1, 2024 at 12:00pm:
Tina Holman-Boxes, James McNeal-Household, Terrence Rynne-Personal items

Public Sale

The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: 1/12/24, 1/19/24 TCN9670256

Notice of Public Sale: Self-Storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Asset Management, LLC as Agent for Owner 3501 SW Martin Downs Blvd. Palm City, Fl 34990 to satisfy a lien on January 24th, 2024, at approx. 1:00pm at www.storageetreasures.com: Carlos Thol; Milton L Lewis; Anthony Louis Solis.
PUBDATES JAN 5 & 12,2024
TCN 9670828

NOTICE OF PUBLIC SALE: Self-storage Cube contents of the following customers containing household and other goods will be sold for cash by CubeSmart Asset Management, LLC as Agent for Owner #4664 1535 SW Martin Hwy, Palm City, FL 34990 to satisfy a lien on January 23rd, 2024 at approx. 1:00 PM at www.storageetreasures.com: Ryan Hackl
PUBDATES JAN 5 & 12,2024
TCN 9672274

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

9893 US-1, Sebastian , FL 32958 on 02/01/2024 at 12:00pm:
Tina Holman- Boxes
Terrence Rynne-Personal items

The auction will be listed and advertised on www.storageetreasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
Pub: Jan 12 & 19, 2024
TCN9728915

Charlie's Towing gives notice of foreclosure of lien and intent to sell vehicles on February 10th, 2024 at 9:00 am at 556 1st St, Vero Beach, FL 32962, pursuant to subsection 713.78 of the Florida Statutes. Charlie's Towing reserves the right to accept or reject any and all bids.

2008 ACUR 2HNYD28628H553147
1986 ACUR 19UJA66226A030373
CUBSER SERV4596B787
2017 JEEP 1CAPJLCB88HW577765
2007 FORD 1FAFP24167G101829
2019 HOND 19XFC2F63KE013165
2018 HONDA SHHF7KH757JU207855
2010 NISS 1N4AA5AP0AC835225
2021 NISS 3N1AB8CVAMY259660
2004 HOND 2HGES26754H598413
2020 NISS 3N1CN8DV9L L911327
2010 HYUN 5NMSG3ABXAH354227
2015 HYUN 5NPE34AF1FH080136
2019 VOLK 3VVB7AX6KM127669
2002 CHEV 1GCCE14TXZ2158528

Pub: 1/12/2024
TCN9731008

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Public Notices

NOTICE OF ACTION
TO: BRANDON STEED; Address Unknown:
YOU ARE NOTIFIED that Direct General Insurance Company has instituted an Action for Declaratory Judgment against you in the Circuit Civil in and for St. Lucie County and you are required to serve a copy of your written defenses and responses to Plaintiff's First Request for Admissions to Defendant, BRANDON STEED, if any, to it on McFARLANE LAW, whose address is 210 N. University Drive, 6th Floor, Coral Springs, Florida 33071, and file the original with the Clerk of Court at 201 South Indian River Drive, Fort Pierce, FL 34950 on or before 02/09/2024, either before service on Plaintiff's attorney or immediately thereafter; otherwise a Default will be entered against you for the relief demanded in the Complaint for Declaratory Judgment. This notice shall be published once each week for four (4) consecutive weeks in the TCPalm - St. Lucie News Tribune.
Witness my hand and seal of this Court on this 2nd day of January, 2024.

"Seal""
A. Jennings
January 5,12,19,26 2024
LSAR0047606

Public Notices

Dr. J Clay Bavinger - Notice of Departure
In accordance with Fla. Stat. § 456.057(12); 456.057(1), notice is hereby given that J. Clay Bavinger, M.D. of Retina Care Specialists, is leaving the practice located at 3399 PGA Boulevard #350, Palm Beach Gardens, FL 33410. All patients may retrieve their medical records from Retina Care Specialists, located at 3399 PGA Boulevard #350, Palm Beach Gardens, FL 33410, by calling (561) 624-0099. Dr. Bavinger's last day at the practice was Dec. 31, 2023. It is important for existing patients to schedule an appointment within the next 30 days either with one of our physicians or outside eyecare doctor to ensure they are receiving ongoing care.
January 5,12,19,26 2024
LSAR0047662

Govt Public Notices

Semi-Annual Free Chlorine Maintenance
Martin County Utilities, the City of Stuart, and South Martin Regional Utility (SMRU) will temporarily change the method of chlorinating potable water to ensure the future safety of the water. The Utility water users may notice an unusual chlorine taste or odor in their tap water from December 31, 2023 – January 14, 2024. These temporary conditions will not be harmful to your health; however, if you are on kidney dialysis, you should consult your physician for special instructions concerning this matter. If you have tropical fish or aquatic animals, you should contact your local tropical fish store for advice and take appropriate action to ensure that you have properly treated the water before adding it to your aquarium. The hydrant flushing during this period may cause the water to become cloudy and discolored. This is a temporary condition and should not last more than a few hours. We apologize for any inconvenience you may experience during this time. Please keep in mind that this is necessary to provide safe water for our customers. For more information contact Martin County Utilities Customer Service at (772) 221-1434, the City of Stuart Customer Service at (772) 288-5317 or (772) 288-5318, or South Martin Regional Utility (SMRU) Customer Service at (772) 546-2511. Thank you for your cooperation.
December 31,January 2,3,4,5,7,8,9,10,11,12,14 2024
LSAR0046097

Bids & Proposals

**CITY OF FORT PIERCE
FORT PIERCE, FLORIDA
BID NO. 2024-016**

Sealed bids will be received by the City of Fort Pierce, Fort Pierce, Florida, in the Purchasing Division, until:

3:00 PM, THURSDAY, FEBRUARY 8, 2024

for furnishing:
**KINGS LANDING OFF-SITE WATER MAIN UPGRADE-
AVENUE B AND INDIAN RIVER DRIVE**
in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com, or on the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>) and Demandstar.com(www.demandstar.com). The City of Fort Pierce encourages Minority/Women Owned Business Enterprise participation. CITY OF FORT PIERCE
Glenecia Carter, MPA
Purchasing Manager
Pub: Jan 12 & 19, 2024
TCN9728581

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 1/22/2024

Prepared by: Jodi Nentwick

Title of Item:

101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

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

Summary Explanation/Background Information on Agenda Request:

The applicant is seeking approval to rezone the subject property from Urban Waterfront to Urban Planned Unit Development, requesting relief from various parking requirements and a concurrent site plan to re-purpose the existing office building into a 150-seat waterfront restaurant.

The following relief is being sought through the Urban Planned Unit Development (UPUD) from the following criteria:

- On-site parking exemption
- Offsite valet parking exceeds the maximum 500-foot distance requirement
- Additional curb cut along S. Colorado Avenue
- Removal of on-street city-owned parking space along S. Colorado Avenue

The Development Department reviewed the application submitted which was a request for the valet parking as described above. Following a public outreach meeting, the neighbors and representatives of the applicant raised a proposal to avoid the valet parking by allowing a parking exemption similar to those granted in 2012 when the City extended the boardwalk behind the properties on Seminole Street.

Currently the application submitted includes granting valet parking.

The applicant has informed the City that it would prefer to follow the recommendations from the neighbors and pursue a parking exemption in exchange for providing a riparian easement sufficient for the extension of the boardwalk along the St. Lucie River. The properties located on Seminole Street from the Boathouse Restaurant to the Owl House were given parking exempt status in 2012 in exchange for assigning the riparian rights for the extension of the boardwalk.

Funding Source:

N/A

Recommended Action:

Staff has reviewed the petition for an Urban Planned Unit Development and Site Plan. Because of the circumstances, staff is requesting direction from the City Commission pertaining to the valet parking or parking waiver.

ATTACHMENTS:

1. City Commission Staff Report
2. UPUD Application
3. CC Public Notice Packet
4. Public Comments
5. Project Narrative
6. Warranty Deed
7. Site Plan
8. Architectural Elevations
9. Survey
10. Map Series
11. Legal Description
12. Parking Analysis
13. Traffic Analysis Report
14. Downtown Alcohol Satuaration Calculations 6-2-2020



To: City Commissioner
From: Jodi Nentwick-Kugler, Development Director
Meeting Date: January 22, 2024
Subject: 101 S. Colorado Avenue Restaurant
Rezone to Urban Planned Unit Development & Site Plan Approval
(Project No.: Z2210006)

GENERAL INFORMATION:

Applicant & Owners: Aaron Schamback
101 Colorado, LLC
8 Bamboo Lane
Jupiter, FL 33458

Agent of Record: Michael McCarty
McCarty & Associates Land Planning & Design, LLC
309 SE Osceola Street
Stuart, FL 34994

Location: 101 S. Colorado Avenue, Stuart FL 34994

Parcel I.D.: 04-38-41-015-001-00090-8

Parcel Size: +/-0.23-acres (10,018.8)

Existing Land Use: Downtown

Existing Zoning: Urban Waterfront (UW)

Proposed Zoning: Urban Planned Unit Development (UPUD)

Existing Use: Office

Proposed Use: Restaurant (150-seats)

Overlay District: Community Redevelopment Area (CRA)

A. Project Description

On November 21, 2022, the applicant submitted a petition requesting to rezone Urban Waterfront (UW) to Urban Planned Unit Development (UPUD) with a concurrent site plan to convert the existing office building to a 150-seat waterfront restaurant. The applicant is requesting the following four (4) waivers:

- On-site parking exemption
- Offsite valet parking exceeding the maximum 500-foot distance requirement
- Additional curb cut along S. Colorado Avenue
- Removal of on-street city-owned parking space along S. Colorado Avenue

B. Project Background

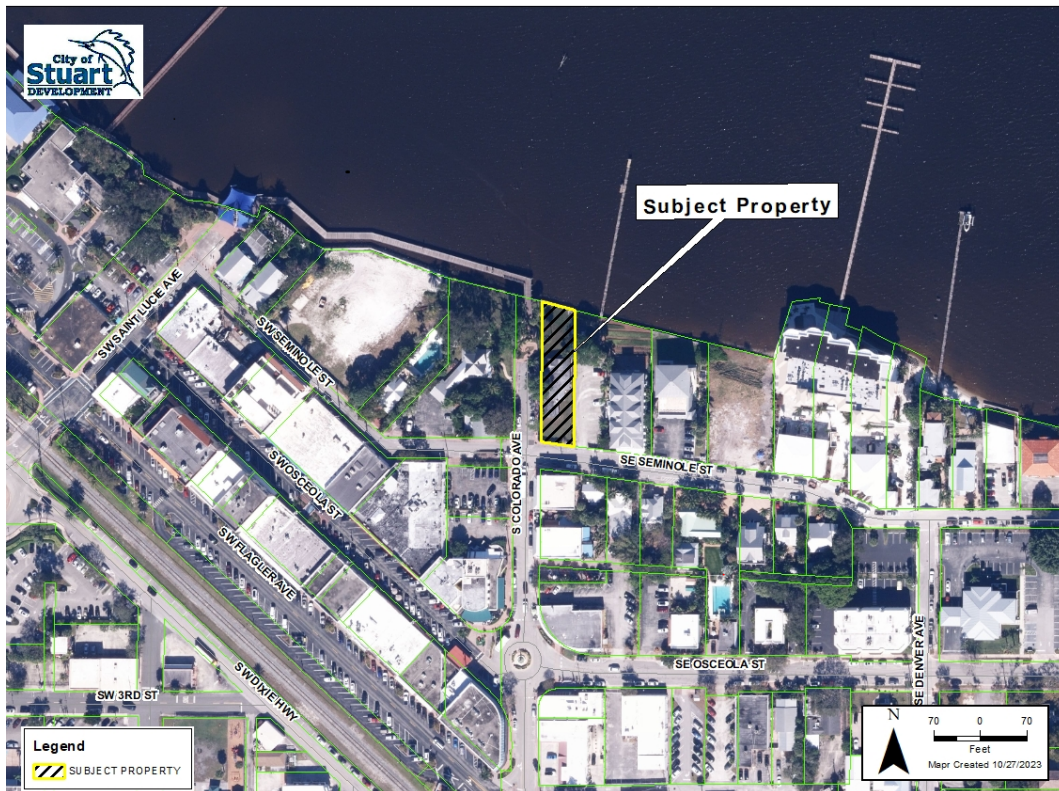
Currently, the property has a Downtown Future Land Use designation and Urban Waterfront Zoning District designation and is situated within the Boundary of the City of Stuart's Community Redevelopment Area (CRA).

The 0.23-acre property was developed in 1995 and consists of an existing 931-square-foot single-family home with an attached 252-square-foot office.

Adjacent Land Use & Zoning:

Location		Zoning District	Future Land Use	Existing Land Use
<i>Subject Property</i>		<i>Urban Waterfront (CRA District)</i>	<i>Downtown</i>	<i>Office use</i>
Adjacent Parcels	North	Urban/Waterfront (CRA District)	Downtown	Owl House
	South	Urban Center (CRA District)	Downtown	Apartment Building
	East	St. Lucie River	St. Lucie River	St. Lucie River Waterway
	West	Urban Center (CRA District)	Downtown	Colorado Hotel

Aerial & Location Map



C. Rezone to the Official Zoning Atlas

Land Development Code Section (LDC) 11.01.09.12. (f) identifies specific policy provisions required to be considered when assessing a request for an Urban Planning Unit Development (UPUD) petition. Staff prepared a review of the petition based on the criteria below and provided a detailed analysis based on the specific and applicable criteria as follows.

Purpose:

In accordance LDC Section 2.07.00.A.B. – the purpose is to provide an alternative means of residential, commercial, public service and industrial land development and an alternative zoning procedure that may be used to establish residential, commercial, public service and industrial planned unit development districts at appropriate locations and in accordance with the planning and development objectives of the city.

A planned unit development (PUD) established according to the provisions may depart from the strict application of use, setback, parking requirements, and other requirements of standard zoning districts. A PUD shall be consistent with the overall planning and development goals and objectives of the city as reflected by the City of Stuart Comprehensive Plan. A primary purpose of this section is to provide a set of zoning requirements as a starting point from which such flexibility may be accomplished while maintaining and protecting the public health, safety, and welfare of the citizens.

A second purpose of is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PUD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PUD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts.

Existing Zoning:

Urban Waterfront (UW), refers to special water-front oriented uses, including marinas, restaurants, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. In both the North and South Points, UW is generally located all waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.

Proposed Zoning:

Urban Planned Unit Development (UPUD) must meet the following criteria defined as:

- **Location.** A UPUD may be located only within the defined community redevelopment area of the city.
- **Density.** A UPUD shall not exceed 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 as defined and described "low-density residential," "office/residential," "multi-family residential," "commercial," "industrial," "marine-industrial," "recreation," "downtown redevelopment," or "public," by the future land use element of the City of Stuart Comprehensive Plan, and which is of suitable character and compatible with surrounding uses as determined by the city commission.
- **Uses.** Uses permitted in a UPUD district. The uses of buildings, structures, land, or water within a UPUD district are subject to the permitted uses outlined in subsection 3.01.03.F.2 urban code district uses.
- **Development Standards.** UPUD development standards shall be benchmarked against one of the urban districts as defined in LDC Section 3.01.00 urban code having regard to building placement, building height, non-residential parking, curb cuts, stormwater, open space, landscaping, architectural standards and the

urban district design objectives. UPUD standards regarding circulation, parking, utilities, drainage, open space, density, and other standards shall apply as described in this Code except as modified by the city commission as reflected by the adopted UPUD ordinance.

The proposed rezoning of the UPUD (*Urban Planned Unit Development*) Zoning District is consistent with the existing Downtown Future Land Use designation, as per LDC Section 2.01.03. Table 1. – *Zoning District/Future Land Use Category Compatibility Chart*.

Table 1 - Zoning District/Future Land Use Category Compatibility Chart

Future Land Use Categories	Implementing Zoning Categories	
	Existing	Proposed
	Urban District	RPUD CPUD PSPUD MXPUD UPUD
Downtown redevelopment	X	X

All PUD applications are encouraged to incorporate one or a combination of PUD amenities that demonstrate that the subject application meets the purpose of the Land Development Code in providing enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. Guidance as to what may be a PUD Amenity is contained within the city's Planned Unit Development Amenity Guidelines, hereby adopted by reference, which may be revised from time to time.

PUD amenity means a feature or facility that is added to a PUD development project that enhances the project beyond those required under the city's standard zoning regulations and which demonstrates the application of enlightened and imaginative approaches to one or more of the following:

- ❖ Community planning
- ❖ Stormwater management
- ❖ Environmental stewardship
- ❖ Sustainable living
- ❖ Architectural and/or property design,
- ❖ Historic preservation

The applicant is requesting a parking exemption in exchange. The City shall receive riparian easement for the boardwalk along the St. Lucie River.

Pursuant to the Land Development Code Section 11.01.09(G)(2) subsection **a through L**, the factors that the Community Redevelopment Board (*CRB*) and City Commission shall consider when making its determination are as follows:

a. The existing land use pattern;

Staff Findings: *The subject parcel is currently situated within the Urban District and is designated by the UW zoning district within the CRA District. The proposed Rezone petition seeks to redesignate the underlying zoning designation with the UPUD: Urban Planned Unit Development zoning designation with the City of Stuart to allow for the repurpose of the existing office building to a 150-restaurant.*

b. The possible creation of an isolated district unrelated to adjacent and nearby districts;

***Staff Findings:** The Urban Planned Unit Development does not create an isolated district. The project known as Sailfish Cove, located at 41 SW Seminole Street, approximately a quarter mile west from the subject property is zoned as an Urban Planned Unit Development located at 41 SW Seminole Street.*

c. The population density pattern of the area and possible increase of overtaxing of the load on public facilities such as schools, utilities, and streets;

***Staff Findings:** The subject property is located within an urban area, with access to utilities, roadway infrastructure. Review comments received from the Utilities/Engineering Department, Police Department and Fire Rescue do not identify any issues at this stage regarding the levels of service.*

d. The possible overloading of the city's sewage collection; treatment and disposal facilities.

***Staff Findings:** The site is currently served water and wastewater services by the City of Stuart Utilities Department. Sufficient water & wastewater capacity is available to accommodate the maximum build out for the proposed restaurant.*

e. The possible overloading of the city's drainage system;

***Staff Findings:** The Utilities and Engineering has reviewed the proposed rezone petition and did not identify issues regarding potential overload to the City's drainage system pertaining to a request for rezoning of the subject property. Final engineering review will be completed during site permitting with the City of Stuart Building Department.*

f. The existing district boundaries in relation to existing conditions on the subject property;

***Staff Findings:** Existing conditions on the subject property are that of a previous urban area.*

g. The existence of changed or changing conditions that make the passage of the proposed rezoning necessary or appropriate;

***Staff Findings:** The passage of the proposed rezone petition from UW (Urban Waterfront) to UPUD (Urban Planned Unit Development) for flexibility and to provide a public amenity. The proposed rezone of the property under the UPUD Zoning District would provide for a uniform development pattern and consistency with the surrounding area.*

h. The impact of the proposed rezoning upon the living conditions in the adjacent neighborhood;

***Staff Findings:** The applicant could potentially impact the living conditions in the adjacent neighborhood. The subject parcel is surrounded by businesses, residential homes, and multi-family. The proposed use will create an increase in traffic trips along Seminole Street and S. Colorado Avenue. The hours of operation for the proposed restaurant extend until the evening hours and typically open seven (7) days a week. The existing office generates less traffic trips and typically open during business hours and closed on the weekends.*

i. The impact of the rezoning upon the flow of light and air to adjacent areas;

***Staff Findings:** The proposed rezoning should not impact the flow of light and air to adjacent areas.*

j. The impact of the proposed rezoning upon property values in the adjacent area;

***Staff Findings:** The proposed rezoning should not impact property values in the adjacent area. The subject parcel is within the Urban District located within the CRA downtown area and surrounded by a mix of commercial, restaurants, residential, and multi-family.*

- k. The impact of the proposed rezoning improvement or development of adjacent property in accordance with existing regulations; and

Staff Findings: The proposed rezone petition will impact on the adjacent property as the proposed restaurant's use is requesting a parking exemption in its entirety on site. The applicant is requesting an additional waiver to allow offsite valet parking located more than 500 feet from the subject site.

- l. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Findings: The proposed existence of the other adequate site in the city allows for restaurant uses as a permitted use.

D. Land Development Code Review (LDC)

The applicant submitted a concurrent site plan subject to the provisions within Chapter III, Special Zoning Codes - Urban Code District, Section 3.01.00 of the Land Development Code.

The purpose of the Urban Code is to encourage redevelopment, historic restoration, and infill development, and generally to promote a sense of place within the Urban Code district, by providing standards and development incentives that are not otherwise available. This includes the promotion of traditional building types with arcades, balconies, railings, and porches and the enabling of social interaction on down streets. This Urban Code provides for mandated building alignments to define coherent street spaces, the location of outbuilding at the rear lots for affordable housing the visual protection of the streetscape from parking lots, and traditional, historically relevant, durable construction that is harmonious with the architectural heritage of downtown Stuart.

Section 3.01.03 – Urban standards and regulations for designated urban subdistricts. The standards and regulations of building place, building height, parking, architectural requirements, outbuildings, signage, and curb cuts for Urban Waterfront are as follows:

Site Data Calculation			
	Square Footage	Acres	Percentage %
Total Site Area	10,208	0.23	100%
Impervious Area	6,861	0.158	67.21%
Restaurant Building	1,461	0.03	14.3%
Covered Dining & Entry	1,651	0.04	16.2%
Vehicular Use Area	2,099	0.05	20.6%
Concrete, Walks, Ramps, etc....	1,650	0.04	16.2%
Pervious Area	3,347	0.077	32.79%
Landscape Buffers/Open Space	3,347	0.077	32.8%

WAIVER REQUESTS:

The Urban Planned Unit Development Code petition was submitted to request relief from the following requirements of the Land Development Code:

Request 1. Land Development Code Section 6.01.09.E., parking shall apply in all respects in the Urban District, East Stuart District, and S.E. Ocean Boulevard Overlay Zone as reflected in Chapter III of the Code, provided however, the number of required spaces has been reduced as provided in the Urban Code and East Stuart District.

- The applicant is requesting a parking exemption in its entirety and proposing an off-site valet.

Land Use Type	Total Required Parking Spaces
Restaurant, convenience and general 1 space per 4 seats x 150 seats	38

The applicant is requesting a parking exemption for on-site parking. A parking analysis prepared by Susan O'Rourke, O'Rourke Engineering & Planning, dated September May 22, 2023, indicates there is sufficient parking within the area to accommodate weekday demand. Peak weekend demand will be accommodated through a lease arrangement at 111 S. Osceola Avenue to operate the valet service and provide spaces on Friday and Saturday evenings. For the rest of the days, the available parking in the surrounding downtown area would be able to accommodate the proposed restaurant.

The City traffic consultant, Kimley-Horn reviewed the parking analysis and provided a sufficient letter dated July 12, 2023. Kimley-Horn has reviewed the response to the commented letter (dated May 22, 2023) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The proposed restaurant will be located on the east side of S Colorado Avenue, north of SE Seminole Street in the City of Stuart.

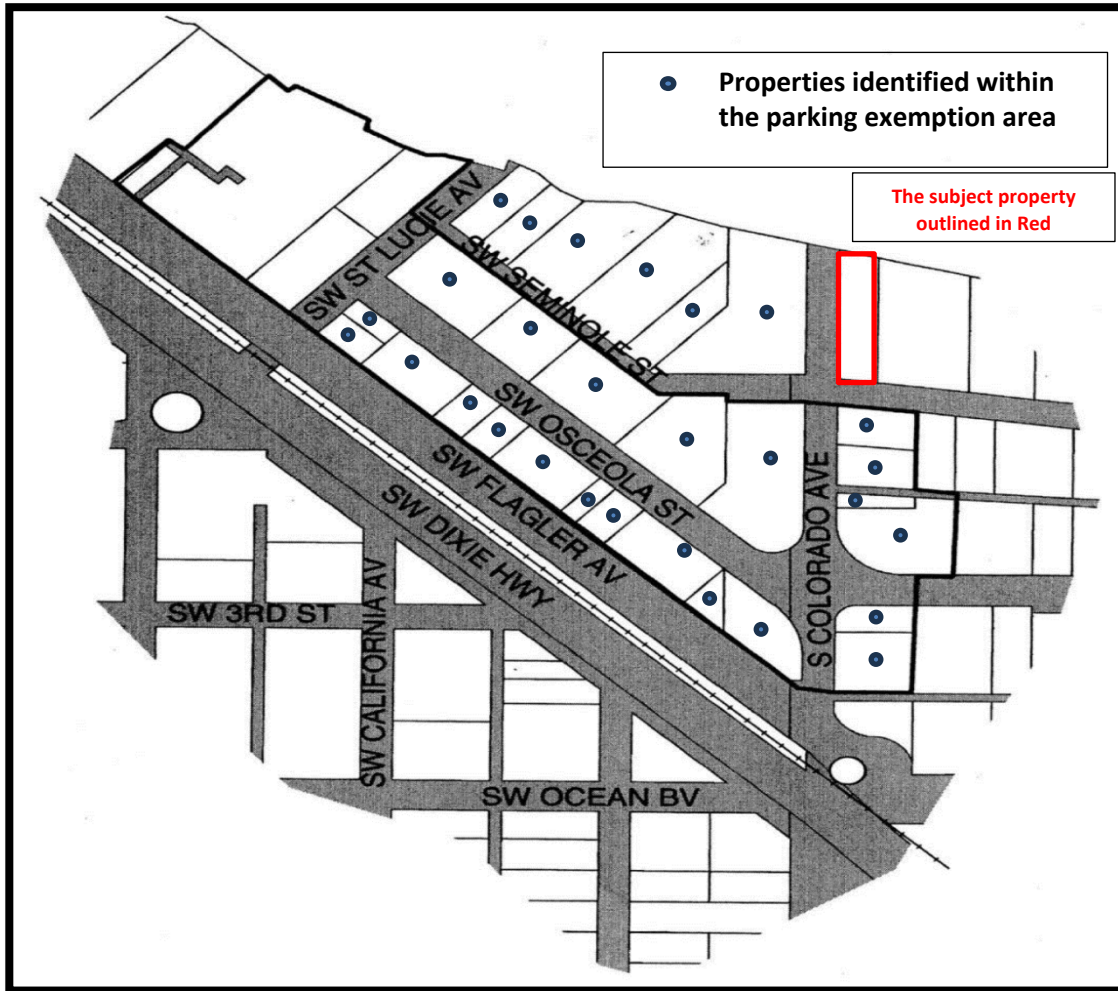
The weekday and weekend peak period parking demand for the proposed development was calculated by the applicant based upon City of Stuart Land Development Code Chapter 3.01.03.F.2. This calculation indicates that 38 parking spaces are required to allow for acceptable operations.

Weekday parking counts show a sufficient number of existing public parking spaces to accommodate restaurant operations upon buildout. The applicant states that a lease agreement has been made with the property owners of 111 S. Osceola Avenue to accommodate off-street parking and valet during Friday and Saturday evenings. This property will provide 46 spaces under self-parking conditions and 72 spaces under valet parking conditions. Considering this accommodation, the number of parking spaces will be sufficient during Friday and Saturday evenings upon buildout of the development.

Parking Exemption Area: - "Old Downtown District"

- **LDC Section 3.01.03.F. – Additional regulations and requirements**

The subject property is **not identified** within the boundaries of the ***"Old Downtown District"*** depicted in the Boundary Map.



- a. Properties located in the “Old Downtown District” **shall be exempt from the parking requirements of this Code.**
- b. The four properties located east of and contiguous to Colorado Avenue, being Lots 8, 9, 12, and 24-28, Block 3, and Lots 19-23, Block 4, amended plat of Porter's Addition (Plat Book 2, page 75), shall be exempt from the parking requirements of this Code provided each such property shall hereafter maintain not less than the number of on-site parking spaces existing as of November 13, 1995, as follows:

1/2 of lots 8 & 9:	0 spaces
1/2 of lots 8 & 9:	10 spaces
Lots 12, 24-28, Blk. 4:	17 spaces
Lots 19-23, Blk. 4:	7 spaces

- c. In the Old Downtown District required parking for any use permitted may be accommodated via payments to the payment in lieu of parking program.
- d. The six properties located on the north side of S.W. Seminole Street, between S.W. Saint Lucie Avenue and S. Colorado Avenue, being Lots 2 thru 8, Feroe Subdivision, Plat Book 2, Page 25, Palm Beach County (now Martin) and Porter's Addition, Lots 1, 2 & 3 Blk 2 and Lot 9, Feroe Subdivision (a replat of Lots 9 & 10) shall be exempt from the parking requirements of this Code, provided that each property shall maintain not less than the number of on-site parking spaces existing as of April 1, 2013. as follows:

Feroe Subdivision	
Lot 2:	0 spaces
Lot 3:	0 spaces
Lots 4 & 5:	4 spaces
Lots 6 & 7:	3 spaces
Lot 8:	2 spaces
Porter's Addition, Lots 1, 2 & 3 and Lot 9, Feroe S/D (replat of Lots 9, & 10)	7 spaces

ii. *Parking exemption not applicable.*

- a. *For properties identified by paragraphs F.1.a.i.a) and F.1.a.ii.b) above, if a building is demolished by an owner, parking for all uses within the newly constructed building shall be provided. Buildings which are destroyed by accident or an act of God and are replicated, shall remain exempt from parking requirements.*
- b. *For properties identified by paragraphs F.1.a.i.a) and F.1.a.ii.b) above, **this exemption from the parking requirements of this Code applies to the building floor space existing as of January 1, 2004. This exemption does not apply to additional building floor space and to the uses thereof that is constructed on and after January 1, 2004, or to any expanded use of the exterior premises which creates additional parking demand.** The use of additional building floor space shall meet the parking requirements of this Code.*
- c. *Reserved.*
- d. *For the six properties located on the north side of S.W. Seminole Street, between S.W. Saint Lucie Avenue and S. Colorado Avenue, identified by paragraph F.1.a.ii.d) above, if a building is demolished, whether by the owner or by accident or act of God, any newly constructed building shall remain exempt from parking requirements only to the extent that the gross square footage of the newly constructed building does not exceed the gross square footage of the previously existing building. The use of additional building square footage shall meet the parking requirements of this Code. In the event a permit for demolition of a building is sought, the city shall have up to 120 days from the date of application to take possession of the building at no cost to the city and to move the building off site at no cost to the property owner.*
- e. *For the six properties located on the north side of S.W. Seminole Street between S.W. Saint Lucie Avenue and S. Colorado Avenue, identified by paragraph F.1.a.ii.d) above, this exemption from the parking requirements of this Code applies to the building floor space existence as of May 1, 2013. This exemption does not apply to additional building floor space and to the uses thereof that is constructed on and after May 1, 2013, or to any expanded use of the exterior premises which creates additional parking demand, provided that an outside seating area, covered or uncovered, of up to 500 square feet is permitted without regard to parking requirements. Said seats shall not be creditable toward the acquisition of a state SRX liquor license. The use of additional building floor space shall meet the parking requirements of this Code.*
 - o *Where it does not currently exist, on-street parking, constructed to the City Code, may be used to offset the required number of parking spaces. Such parking shall about the proposed development. The cost of the pavement modifications shall be borne by the private development. An approved revocable permit from the city commission is required for on-street parking.*
 - o *Historic buildings shall receive a parking credit for existing use and shall provide at least 50 percent of the required parking for more intense use on the site. Up to 50 percent of the required*

parking for any new use permitted may be accommodated via payments to the payment in lieu of parking program as described in LDC Section 6.01.19.

- *Payment in-lieu-of parking ("PILOP"): In lieu of providing up to three parking spaces required for any use located in Stuart Community Redevelopment Area, a developer may pay into the "Stuart Payment in Lieu of Parking Trust Fund" as described in LDC Section 6.01.19.*

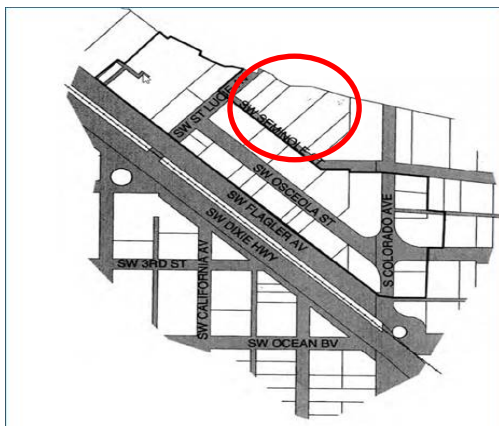
Alcohol Beverages – Chapter 4 – Downtown Saturation Area

The saturation area was created to limit the number license issued for restaurants, night clubs and other alcohol beverage license establishments within the downtown area. The “Old Downtown District” was established as the saturation area.

The saturation area regulates hours of operation, distance requirements, and certain types of establishments. Properties located within the saturation area are subject to zoning approval as outlined in Section 4-3 (5) of the Code of Ordinances.

Saturation level means an establishment floor area of not greater than **30 percent of the gross floor area in the designated area**. Once **30 percent** has been designated, the City cannot issue any additional alcohol license within the properties identified within the “Old Downtown District”.

As of 2020, the Saturation Area is at a maximum of 30 percent as identified within the “Old Downtown District” Boundary Map below:



The Boundary of the Saturation Area is essentially the same property located within the parking exemption.

In 2012, The properties on the north side of Seminole Street were added to the parking exemption as part of the negotiation to extend the boardwalk behind those properties to Colorado Avenue, however, those parcels are not included in the alcohol saturation area. ***This area is identified in Red.***

The City Commission could reconsider adding these properties within the saturation area. This will increase the percentage based on adding the first-floor area (square footage) and allow additional alcohol establishments within the saturation area.

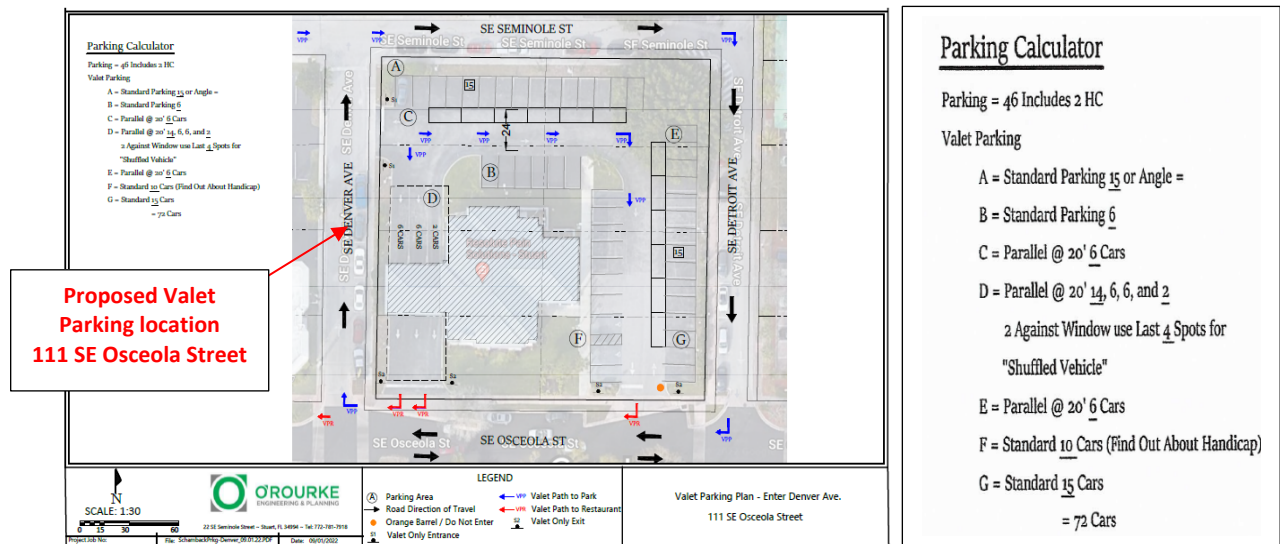
Request 2. Land Development Code, Section 6.01.11.a.b., Location of required parking spaces

- The applicant is requested to exceed the maximum 500 feet distance for the off-site valet parking lot.
- a. *Parking is not required in the Old Downtown District (see map 3.01.03.F.1.a.i.a of this Code). Elsewhere, all required parking spaces shall be located on the same real property upon which is located the principal use served thereby. The term "same real property" means the principal use site and the parking site are in the same ownership. Alternatively, the owner or lessee of the principal use site may hold an ownership or leasehold interest in the parking site.*
- b. *If the site of the principal use and the location of required parking to serve the principal use are not contiguous, the nearest portion of the parking site shall be located within 500 feet of the front entrance to the principal use as measured by a safe and convenient pedestrian route including appropriate signage to delineate the route. As used in this subsection, "contiguous" requires a common boundary and does not include properties separated by a road, alley, or other public right-of-way.*

101 S. Colorado Avenue Restaurant Urban Planned Unit Development & Site Plan

Required parking spaces located on the site of the principal use shall not be relocated elsewhere except by major conditional approval issued by the city commission as provided in this Code. Required parking spaces which are located on contiguous property or on property within 500 feet of the site of the principal use shall not be relocated to a more distant location from the site of the principal use as measured by a safe and convenient pedestrian route except by a major conditional approval issued by the city commission as provided in this Code.

On and after January 12, 1998, a new use of property, including the expansion or intensification of an existing use, may result in an increase in the number of required parking spaces generated by uses of the property as determined in accordance with this Code. Such additional spaces shall be located either on the site of the principal use or on property contiguous to the site of the principal use, or on property within 500 feet of the front entrance to the principal use site as measured by a safe and convenient pedestrian route. The route shall include appropriate signage to delineate the route site. In the event six or more of the additional required parking spaces will be located on property within 500 feet of but not contiguous to the site of the principal use, the location of the six or more additional spaces shall be approved by major conditional use approval issued by the city commission as provided in this Code.



The 0.87-acre property located at 111 SE Osceola Street was constructed in 1985 and consists of an existing 8,232 square foot two (2) story professional office/medical building depicted in Exhibit 1.

Currently, the property has a Downtown Future Land Use designation and Urban Center Zoning District designation and is situated within the Boundary of the City of Stuart's Community Redevelopment Area (CRA).

Exhibit 1: The proposed offsite valet parking lot site located at 111 SE Osceola Street:

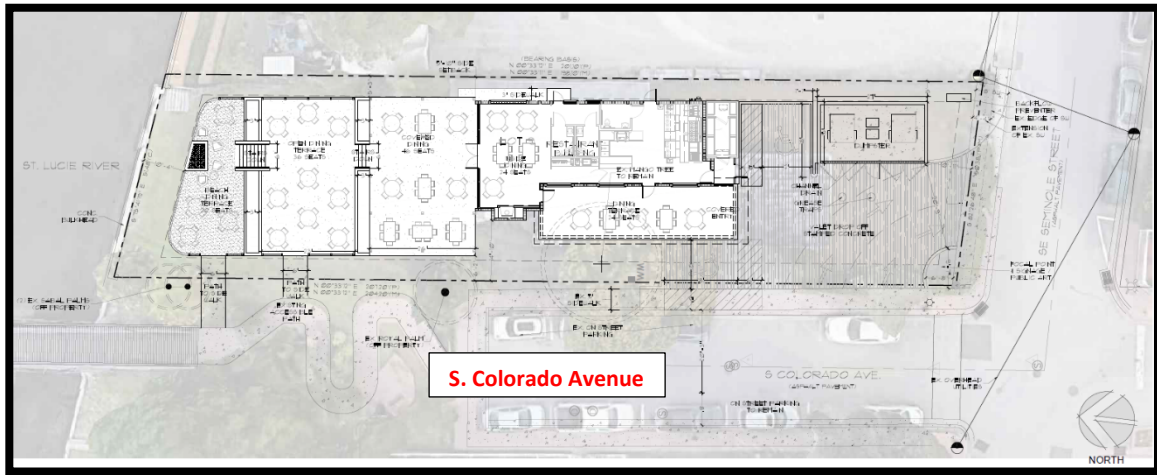


Request 3. Land Development Code Section 3.01.03.E.1.6.a. curb cuts, where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 65 feet of frontage.

- The applicant is requesting an additional curb cut along Seminole Street for egress from the site.

The site has an existing curb cut along S. Colorado Avenue; this will be utilized as the ingress into the valet parking court area and the additional curb cut for egress into Seminole Street.

Proposed Site Plan:



Traffic:

The subject property is located within the Traffic Concurrency Exception Area (TCEA) pursuant to Objective 2.A15. Transportation Concurrency Exemption Area within the City of Stuart's Comprehensive Plan and established the following:

- Established the boundaries of the CRA and included within the Existing Urban Service Area (EUSA) to promote urban redevelopment and infill development.
- Established polices to promote urban redevelopment and infill development and mitigate (reduce) potential traffic congestion increases by the concurrency exemption and provide for a level of service transition zone to mitigate the impact of the TCEA on adjacent properties.

LDC Chapter IV – Concurrency Determinations describes the requirements and procedures for determination of concurrency of proposed development projects with the City of Stuart Comprehensive Plan. Specifically, is intended to ensure the availability of public facilities and services and the adequacy of those facilities at adopted levels of service concurrent with the issuance of certificates of occupancy. The intent is implemented by means of a concurrency management system which shall measure the potential net change of impact by a proposed development upon the adopted level of service for potable water, sewer, solid waste, drainage, parks and recreation, transportation facilities, and public educational facilities as provided in the capital improvement element of the Stuart Comprehensive Plan.

- Transportation level-of-service standards shall not be applied to any development occurring within the Traffic Concurrency Exemption TCEA as depicted on the TCEA Boundary Map in order to promote redevelopment and revitalization of the area.
- Transportation level-of-service standards for arterials within the TCEA Buffer Area as depicted on the TCEA Buffer Area Map shall allow an additional 30 percent increase in peak hour traffic over the adopted level of service

standards.

LDC Section 4.04.01, the TCEA applies to proposed developments which do not require major development plan approval or planned unit development approval. The proposed petition to rezone to an Urban Planned Unit Development is no longer exempt from traffic and required to submit a traffic report.

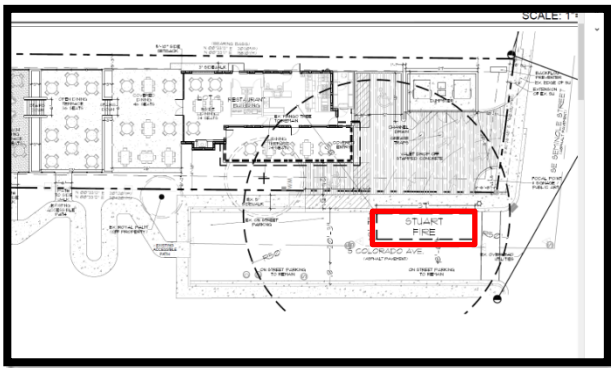
Traffic Analysis Impact:

The peak hour traffic generation for the site is available from the Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition Web-Based App for General Light Industrial (ITE Code 110). Pass-by reduction percentages were not utilized for this type of land use. The calculation of the trip generation is summarized below in Table 1.

According to the Traffic Impact Analysis (TIA) dated December 7, 2023, and revised on December 19, 2023, prepared by O'Rourke Engineering & Planning for the proposed restaurant development. The site will utilize existing parking supplemental with off-site valet service. located on industrial development is expected to generate 131 total peak hour daily trips (65 in, 66 out), with eighteen (18) AM peak hour (16 in, 2 out) and thirteen (13) PM peak hour (2 in, 11 out) trips.

Request 4. Removal of City-owned on-street parking space along S. Colorado Avenue.

- The applicant is requesting to remove the on-street to allow access to the site along S. Colorado Avenue and fire department truck access. If this request is granted, the applicant will be required to obtain a Revocable Permit from the City Manager.



Public Art:

- **Land Development Code, Section 3.01.08 – Public Art.**

The applicant provided a conceptual rendering depicting the location and artwork. The applicant will be required to obtain a minor code conditional use permit approved by the Community Redevelopment Board (CRB), and provide a bond of one-percent of the vertical construction prior to any issuance of a building permit.



E. Comprehensive Plan Review

The proposed petition for an Urban Planned Unit Development Use complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Chapter 1, GOAL STATEMENT 1.A

Maintain and enhance Stuart's quality of life, natural beauty and small-town waterfront character, its stable residential neighborhoods, and its status as the commercial/institutional hub for greater Martin County.

Chapter 1, Objective 1.A2. - [St. Lucie River access and views. *Enhance public access to and public views of the St. Lucie River waterfront through implementation of the following policies.*

Policy 1.A2.1. *City development regulations to implement this objective shall continue to contain provisions which allow cluster development, planned unit developments, mixed uses, limitations on impervious surfaces, density allowances and other innovative land development techniques. Such techniques shall be designed to maintain existing open space for recreation, groundwater recharge, and waterfront views.*

Policy 1.A2.2. *The City shall continue to seek funding for the development of river walks and acquisition of land to provide public access to the waterfront for both aesthetic purposes and to increase public fishing opportunities.*

Policy 1.A2.3. *The City shall encourage extension and expansion of its river-walk system, along private properties, through public and private partnerships agreements, development incentives or other means deemed appropriate by the City Commission.*

Chapter 1, Objective 1.A7. Future Land Use Categories: *The Future Land Use categories defined below provide general descriptions intended to encompass all present and future land uses in the City of Stuart. The "Table of Land Use Densities and Intensities" provides specific density and intensity measures that shall establish the maximum density and intensity allowed in each land use category. The Future Land Use Map establishes the optimum, overall distribution of land uses and can be established on a City-wide basis. Neither these policies nor the Future Land Use Map shall be construed to mean that every parcel in a designated area is suitable for the designated use. Other plan objectives and policies will be applied to ensure that any proposed development will be suitable for the particular site. Similarly, the Future Land Use Map does not assure the landowner the right to the most intense use allowable under the designated future land use category. The City shall have the discretion to decide that the permitted land use shall be more limited than the maximum allowable under the future land use category; provided that the City shall approve some development that is consistent with the City's plan.*

Policy 1.A7.1.I. Downtown Redevelopment: *Land use only applies to land areas within the Stuart Community Redevelopment Area. General uses permitted include low-density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.*

Objective 1.A8. Land Development Regulations: *Future growth, development, and redevelopment will be managed through the preparation, adoption, implementation, and enforcement of Land Development Regulations.*

Policy 1.A8.1.f. *Ensure safe and convenient on-site traffic flow and vehicle parking needs including shared-use parking where appropriate.*

Objective 1.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 1.B1.1. *The City shall continue to market itself as a hub for commercial, social, and institutional governmental activities in Martin County. Provide commercial opportunities within Stuart beyond the historical conditions in order to provide alternatives to urban sprawl.*

Objective 1.B2. Provisions of facilities and services: *The Future Land Use Element shall establish land uses which can be served by existing and planned facilities and services. The plan shall achieve and maintain the level-of-service (LOS) standards adopted in the Capital Facilities Element and shall provide sufficient land suitable for public facilities needed to support the projected level and pattern of development.*

Policy 1.B2.3. *Approvals necessary for utility facilities to serve a proposed new development or redevelopment must be issued at the same time as approvals for the development itself.*

Objective 1.B3. Desirable Pattern of Land Uses: *Promote and enhance a pattern of land uses 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 that 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 1.B3.2. *All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.*

Goal Statement 1.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 1.C3. Urban redevelopment: *Revitalize the designated Urban Redevelopment Area (URA)*

Policy 1.C3.3. *The City shall promote waterfront access through Future Land Use Element Objective 1.A2 and its associated policies in order to increase the attractiveness and desirability of the CRA for new development and redevelopment.*

Policy 1.C3.5. *The City shall promote compact urban form and discourage urban sprawl consistent with Future Land Use Element Objective B1 and Policy B1.1.*

Chapter 11, Economic Development Element Goal Statement – *The City will 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.*

Objective 11.A1. - Retain existing businesses and attract new businesses. *Provide supporting services for the retention of existing businesses and attracting new businesses.*

Objective 11.A2. Economic development opportunities: *The City will seek to maintain a balance of man-made and natural environments as a means of attracting and maintaining target industries and retaining a healthy foundation for its economy.*

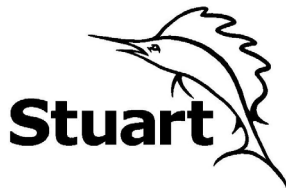
Policy 11.A2.3. *In order to enhance current investments in the City to maintain and improve existing structures, the City shall consider allowing modifications to standards for required off-street parking, based on the anticipated use of the facility, size of meeting or assembly areas, hours of use, anticipated effects of parking on adjacent businesses and surrounding community, access to public transportation and carpools, and other considerations of need and impact, as appropriate.*

F. Public Notification – CRB

On October 21, 2023, the applicant provided notification letters to thirty-three owners of property located within 300 feet of the proposed petition. One (1) public notification sign detailing the Community Redevelopment Board (CRB) and City Commission Public Hearing was posted on the premises.

G. Staff Recommendation

Staff has reviewed the petition for an Urban Planned Unit Development and Site Plan and requesting discussion and direction by the City Commission.



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____

Reviewed by: _____

Rezone Real Property Application

(including Planned Unit Developments)

Project ID# _____
(Staff Entry)

Pre-App Conference Date: 11/03/2022	Application Date: 11/17/2022
--	---------------------------------

SITE INFORMATION

Project Name: 101 Colorado	Parcel ID#: 04-38-41-015-001-00090-8
Site Address: 101 S. Colorado Ave, Stuart, FL 34994	
Subdivision: Charles A Porter Addition	Lot(s): 9
Site Area/Acreage: 0.23	Flood Zone/Base Flood Elevation:
Existing Zoning District / CRA Subdistrict: UW (Urban Waterfront) / City of Stuart CRA	
Proposed Zoning District / CRA Subdistrict: UPUD (Urban Planned Unit Development)	
PUD Rezoning (Check the box below that applies):	
Rezoning to CPUD: ☐	Rezoning to UPUD: ☒
Rezoning to RPUD: ☐	Rezoning to UPUD <5 Bungalow Units: ☐
Rezoning to MXPUD: ☐	Rezoning to Public Service PSPUD: ☐
Rezoning to Industrial IPUD: ☐	Rezoning to Non-PUD District Rezoning: ☐
Current Comprehensive Plan Future Land Use Designation: Downtown	
Proposed Comprehensive Plan Future Land Use Designation (if applicable): N/A	
Existing Land Use: Office	Proposed Land Use: Restaurant
Proposed Square Footage (if applicable): Restaurant - 1,319SF & Covered dining & entry - 1,716SF	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: 101 Colorado LLC	Phone Number / Email Address:
Property Owner's Mailing Address: 8 Bamboo Lane, Jupiter, FL 33458	
Applicant (if not Owner): same as Property Owner	Phone Number / Email Address:
Applicant's Mailing Address: Same as Property Owner	
Agent/Contact Person: Mike McCarty, McCarty & Associates	Phone Number / Email Address: (772) 341-9322 / mike@mccartylandplanning.com
Agent's Mailing Address: 309 SE Osceola Street, Suite 104, Stuart, FL 34994	
Architect: Brent Wood	Engineer: Velcon Engineering & Surveying, LLC
Planner: Same as Agent	Landscape Architect: Same as Agent

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent
(Please Print or Type)

Before me, the undersigned authority, personally appeared Aaron Schamback
Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a UPUD (Urban Planned Unit Development) in the City of Stuart, FL.
3. That he/she has appointed Mike McCarty to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Aaron Schamback
PRESIDENT
Signature of Owner: [Signature] By: Name/Title JUPITER, FL 33458
Street Address 8 Bamboo Lane City, State, Zip Code
P.O. Box 5101-707-1970 City, State, Zip Code
Telephone Number Schamback@me.com Fax Number
Email Address:

STATE OF FLORIDA, COUNTY OF St. Lucie

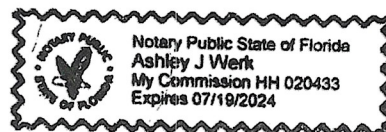
Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

19 day of April, 2022 By Ashley Werk

Personally Known OR Produced Identification
Type of Identification Produced:

[Signature]
Notary Public

My Commission expires:
07/19/2024



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

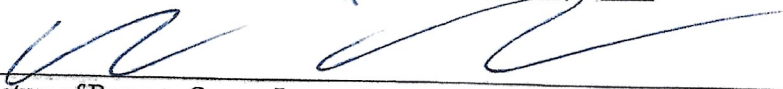
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name:	Aaron Schamback
Title:	PRESIDENT
Company:	101 Colorado
Company Address:	8 Bamboo Lane

City/State/Zip Code:	JUDITH, FL 33458
Telephone Number:	201-707-1070
Facsimile Number:	
Email Address (optional):	Schamback@me.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 19 day of April, 2022.


Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fees (check box): This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees.

Rezoning to CPUD	\$3,638.00	☐	Rezoning to UPUD	\$3,638.00	☒
Rezoning to RPUD	\$3,638.00	☐	Rezoning to UPUD < 5 Bungalow Units	\$1,523.00	☐
Rezoning to MXPUD	\$3,638.00	☐	Rezoning to Public Service PSPUD	\$3,638.00	☐
Rezoning to Industrial IPUD	\$3,638.00	☐	Non-PUD District Rezoning	\$1,065.00	☐

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.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Written justification supporting the application and demonstrating how the application:

- Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed)*.

See attached narrative with all justifications.

(over)

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

**AFFIDAVIT ATTESTING
TO NOTIFICATION**

Michael T. McCarty, being first duly
sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes
the location for which notification is required:

Project Number: Z22110006
Parcel I.D.: 04-38-41015-001-00090-8
101 S. Colorado Avenue, Stuart, FL, 34994

That a copy of the notice was sent by regular U.S. Mail on 10/23 to the property owners within 300
feet of the subject property; and

A list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

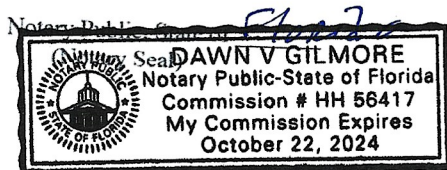
That notice was sent and the property was posted 15+ days prior to the scheduled public hearing(s) for
this item.

Michael T. McCarty
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF St Lucie
Sworn and subscribed before me by means of physical presence or online notarization, this
30th day of October, 2023 By Michael McCarty
Personally Known OR Produced Identification

Dawn V Gilmore
Type of Identification Produced:



My Commission expires: 10/22/2024

NOTICE OF PUBLIC HEARING

URBAN PLANNED UNIT DEVELOPMENT
PROJECT NUMBER: Z22110006

Parcel I.D.: 04-38-41-015-001-00090-8
Property Location: 101 S. Colorado Avenue

The applicant is requesting an Urban Planned Unit Development (UPUD) approval to construct a 3,112-square-foot one-story building for a 150-seat waterfront restaurant and a parking exemption to allow valet parking for 72 vehicles off-site located at 111 Osceola Street.

COMMUNITY REDEVELOPMENT BOARD

November 7, 2023 at 4:00 P.M.

CITY COMMISSION

November 27, 2023, at 5:30 P.M.

December 11, 2023, at 5:30 P.M.

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM- 4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

ONE WAY

NOTICE OF PUBLIC HEARING

**URBAN PLANNED UNIT DEVELOPMENT
PROJECT NUMBER: Z22110006**

**Parcel I.D.: 04-38-41-015-001-00090-8
Property Location: 101 S. Colorado Avenue**

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**STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM- 4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION**



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

OWNERSHIP REPORT
SEARCH NO. P23-11885/IC

THE ATTACHED REPORT IS ISSUED TO MCCARTHY & ASSOCIATES. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY STEWART NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 300 -foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:

See Exhibit "A" attached hereto & made a part hereof.

PRESTIGE TITLE AGENCY, INC.

736 Colorado Ave. Ste. A

Stuart FL 34994

By: *icrews*

Iris M. Crews



Prepared by and return to:

David C. Tassell
Counselors Title Company, LLC
941 North Highway A1A
Jupiter, FL 33477
File Number: 3266.716

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of January, 2021 between Bonnie K. Schamback, a single woman whose post office address is 101 S. Colorado Avenue, Stuart, FL 34994, grantor, and 101 Colorado, LLC, a Florida limited liability company whose post office address is 8 Bamboo Lane, Jupiter, FL 33458, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

Lots 9, Block 1, Amended Plat of Charles A. Porter Addition, according to the map or plat thereof as recorded in Plat Book 2, Page 75, Public Records of Palm Beach (now Martin) County, Florida.

Parcel Identification Number: 04-38-41-015-001-00090.80000

Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

DoubleTime®

Exhibit 'A'

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Karrie Bayles
Witness Name: Karrie Bayles

Carrie McCorkle
Witness Name: Carrie McCorkle

Bonnie K. Schamback
Bonnie K. Schamback

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of January, 2021 by Bonnie K. Schamback, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____



Exhibit 'A'



Basic Info

PIN	AIN	Situs Address	Website Updated
04-38-41-015-001-00090-8	21623	101 S COLORADO AVE STUART FL	10/9/23

General Information

Property Owners 101 COLORADO LLC	Parcel ID 04-38-41-015-001-00090-8	Use Code/Property Class 1200 - 1200 Mixed use/store/office
Mailing Address 8 BAMBOO LN JUPITER FL 33458	Account Number 21623	Neighborhood 30200 DOWNTOWN STUART
Tax District STUART	Property Address 101 S COLORADO AVE STUART FL	Legal Acres 0.2343
	Legal Description PORTER'S ADD'N, LOT 9 BLK 1 TREASURE COA...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2023	\$ 612,770	\$ 146,230	\$ 759,000	\$ 0	\$ 759,000	\$ 0	\$ 759,000

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 1/8/21	Grantor (Seller) SCHAMBACK BONNIE K	Doc Num 2861017
Sale Price \$ 900,000	Deed Type Warranty Deed	Book & Page <u>3188 2081</u>

Exhibit 'B'

101 COLORADO LLC
8 BAMBOO LN
JUPITER FL 33458

DOWNTOWN STUART ASSOCIATES
330 PINEAPPLE ST
TARPON SPRINGS FL 34689

MARK W FECTEAU AND LORI B SLONIM
REVOCABLE LIVING TRUST
51 SE SEMINOLE ST #402
STUART FL 34994

18 E SEMINOLE LLC
211 S COLORADO AVE #2
STUART FL 34994

DOWNTOWN STUART PROPERTIES LLC
DOWNTOWN WATERFRONT PROPERTIES
45 SW SEMINOLE ST
STUART FL 34994

MASSET,DUSTIN
2613 LANGER LN
BISMARCK ND 58504

26 SEMINOLE LLC
211 S COLORADO AVE STE 2
STUART FL 34994

EAST OCEAN 1 LLC
10 RIVERVIEW DR
STUART FL 34994

MEDALIST BUILDING GROUP LLC
PO BOX 1067
PALM CITY FL 34991

26 SEMINOLE LLC
211 S COLORADO AVE STE 2
STUART FL 34994

EDMONDSON ARIC H EDMONDSON DIANA Y
53 SE SEMINOLE ST #1A
STUART FL 34994

MERDON CHRISTOPHER J MELOTTI
MICHELLE K
51 SE SEMINOLE ST UNIT 203
STUART FL 34994

BADANAI FAMILY FLORIDA TRUST BADANAI
GEORGE G TTEE
340 FAIRBROOKE CRES
THUNDER BAY ON P7B 6Z7

FORBES FAMILY REVOCABLE TRUST
FORBES SEAN T TTEE
51 SE SEMINOLE ST #301
STUART FL 34994

MILLER JEFFREY WILLIAM MILLER
ANITA LYNN
51 SE SEMINOLE ST #403
STUART FL 34994

CAPPELLO DANIEL NOLLINGER ALLISON
55 SE SEMINOLE ST #B
STUART FL 34994

GULLICK LUKE BAUMAN ELIZABETH HUGHES
6 DOLLOFF FARM DR
EXETER NH 03833

OWL HOUSE PROPERTIES LLC
211 S COLORADO AVE #2
STUART FL 34994

CHRISTINE KAY DECLARATION OF TRUST
KAY CHRISTINE TTEE
55 SE SEMINOLE ST #1A
STUART FL 34994

GUSS BARBARA
51 SE SEMINOLE ST #401
STUART FL 34994

PK & RR NETHERCOTT LIVING TRUST
NETHERCOTT PAUL KEITH TTEE
51 SE SEMINOLE ST #205
STUART FL 34994

CHRISTINE KAY DECLARATION OF TRUST
KAY CHRISTINE TTEE
51 SE SEMINOLE ST #202
STUART FL 34994

HH55201 LLC
10101 S DIXIE HWY
PINECREST FL 33156

POST OFFICE ARCADE CONDOMINIUM
ASSOCIATION INC
PO BOX 2528
PALM BEACH FL 33480

DAVID P GELLER AND GERALDINE O
GELLER REVOCABLE TRUST GELLER DAVID
P TTEE
51 SE SEMINOLE ST #303
STUART FL 34944

LOTS OF LOVE LLC
PO BOX 28 GEDNEY STATION
WHITE PLAINS NY 10605

RAWE ELEGANCE LLC
53 SE SEMINOLE ST #2B
STUART FL 34994

DEHON BUILDING INVESTORS LLC
211 S COLORADO AVE #2
STUART FL 34994

LUCENTE EDWARD LUCENTE HELAINE
51 SE SEMINOLE ST UNIT 405
STUART FL 34994

RAWE ROBERT W II RAWE LISA M
51 SE SEMINOLE ST #305
STUART FL 34994

RIVER HOUSE STUART CONDOMINIUM
ASSOCIATION INC
10 SE CENTRAL PARKWAY ST SUITE 400
STUART FL 34994

STUART ARCADE ASSOCIATES LLC
PO BOX 28 GEDNEY STATION
WHITE PLAINS NY 10605

RIVERHOUSEC LLC
53 SE SEMINOLE ST UNIT 3
STUART FL 34994

SUSAN E OROURKE PE INC
22 SE SEMINOLE ST
STUART FL 34994

SAILFISHCOVE CONDOMINIUM ASSOC INC
131 SW FLAGLER AVE
STUART FL 34994

TAUB JOSEPH C L/E
51 SE SEMINOLE ST #304
STUART FL 34994

SGV PROPERTIES INC
211 S COLORADO AVE #2
STUART FL 34994

SIGNAL VIEW PROPERTIES LLC
317 AULT RD #216
SIGNAL MOUNTAIN TN 37377

SJNT INVESTMENTS RE-01 LLC
698 QUEEN ST
INNERKIP ON NOJ1MO

SMITH ROBIN K
51 SE SEMINOLE ST #204
STUART FL 34994

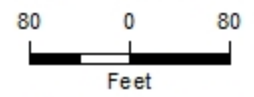
STUART ARCADE ASSOCIATES LLC
PO BOX 28 GEDNEY STATION
WHITE PLAINS NY 10605

STUART ARCADE ASSOCIATES LLC
PO BOX 28 GEDNEY STATION
WHITE PLAINS NY 10605

STUART ARCADE ASSOCIATES LLC
PO BOX 28 GEDNEY STATION
WHITE PLAINS NY 10605

Legend

-  300 foot Notification Buffer
-  Subject Parcel
-  Parcels within 300ft Buffer



Map Created 10/27/2023

December 28, 2023

Dear Stuart City Commissioner Troy McDonald,

Living in Stuart off and on since 1960, and moving with my mother to our 42 SE Seminole House in 1972, makes me an unofficial senior member of the "Seminole-Hood." The idea of having a 150-seat bar is only going to harm the equanimity and harmony of our neighborhood.

The valet service issue is what we are most concerned with. Having young men and women running down our street, with our porch being so close to the road, brings a nightmare scenario. Then, too, the influx of 100 cars will only increase traffic. I can just imagine what a quagmire it will be with cars unloading people at the intersection of Colorado and Seminole.

Seminole Street is unlike any other street in downtown. We are not like Colorado, Flagler and East Ocean. Seminole is a quiet street—one of the main reasons why mom purchased this home. Individuals, runners, bicyclists, couples and families continue to walk in the middle of the street—partly due to the fact that light poles are in the middle of both sidewalks.

The Ernest Lyons homestead is but three houses west of ours. In 1937, Ernest purchased his home that was built in 1891. It became was one of our first schools in what our city was called, Potsdam . In Ernie Lyons book, *The Last Cracker Barrel*, he describes this place as "paradise." I think the man would be "rolling in his grave" knowing a 150-seat bar would be built within 100 feet of his home. This scenario would have driven this man nuts.

I know if a proposed bar was to be built along St. Lucie Crescent—those people would be protesting just like us. How would you like a bar to be built within a football field of your home?

Obviously, rules have made it so that the developer can change a historic 1100-foot bungalow, to a massive 3100-foot bar. Rules also dictate that we have due process to oppose the parking issue. We are asking you to vote "No, on valet parking." Even though we are a small neighborhood, we pay good taxes living along Seminole Street. In essence, this entrepreneur—who doesn't work or live in our county— should be treated just like 18 Seminole, Sneaki-Tiki and La Grande Martier—find your own parking. As Bonnie Moser, a member of the Redevelopment Board once said, "We don't have a parking problem, we have a walking problem."

Thank you for your time, dedication and thoughtfulness to these issues.

Sincerely,



Martin "Marty" & Kathie Bielicki

Hall of Fame Florida Volleyball Coach

42 SE Seminole St. Stuart, FL 34994. 772-215-9015. mbielicki@hotmail.com

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Tuesday, November 7, 2023 8:47 AM
To: Ronnie Kirchman
Cc: Dr. Aaron Schamback; mike mccartylandplanning.com
Subject: RE: 101 Colorado Avenue Project Number Z22110006

Good morning Mr. Kirchman,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Sincerely,

Jodi

Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart FL 34994
772-288-5328



From: Ronnie Kirchman <ronnie@kirchmanconstruction.com>
Sent: Tuesday, November 7, 2023 8:33 AM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Cc: Dr. Aaron Schamback <schamback@me.com>
Subject: RE: 101 Colorado Avenue Project Number Z22110006

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good morning!

I want to send to you my full support for this proposed restaurant to be approved. This project will add additional value to Downtown Stuart for not only the local residences but also for our tourism industry. As a lifetime resident of Martin and now residing in Stuart, I walk the City on a daily basis to keep in shape and of the handful of restaurants I see on my walks around town, this proposed restaurant would compliment the others very well. Please consider full approval of this proposed project!

Ronnie Kirchman II / President



1241 SE Indian Street, Suite 108, Stuart, FL 34997

ronnie@kirchmanconstruction.com

Office 1-772-283-4256

Fax 1-772-283-1570

Cell 1-772-260-0649

2020 Palm City Chamber President

2017 Palm City Chamber Business of the Year

2017 Florida Home Builder Association Builder of the Year

2015 Treasure Coast Builders Association Builder of the Year

2011 Treasure Coast Builders Association Builder of the Year

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Tuesday, November 7, 2023 12:56 PM
To: arvind vakani
Cc: mike mccartylandplanning.com
Subject: RE: 101 Colorado Letter - Proposed Restaurant

Good afternoon Mr. & Mrs. Vakani,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Sincerely,

Jodi

Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart Fl. 34994
772-288-5328



From: arvind vakani <avakan@yahoo.com>
Sent: Tuesday, November 7, 2023 12:23 PM
To: Nentwick, Jodi <JNENTWICK@CI.STUART.FL.US>
Subject: 101 Colorado Letter - Proposed Restaurant

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

To Whom It May Concern,

I am writing in regards to the property located at 101 Colorado Avenue in downtown Stuart. I would like to petition that this location be utilized as a restaurant. Having been a resident in Stuart for over 20 years, I can see that Stuart is growing at a fast pace and it would be great to have a waterfront restaurant in the downtown area. I have seen the plans for the proposed restaurant and believe it would be a nice addition to our town since there are so many more new residential properties located in the surrounding area.

Thank you for your consideration,

Arvind and Vicki Vakani

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Friday, November 3, 2023 4:19 PM
To: Charlie Simpson
Cc: Lindsay Schamback; schamback@me.com; mike mccartylandplanning.com
Subject: RE: Downtown Restaurant

Good afternoon Mr. Simpson,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Have a great weekend!

Sincerely,

Jodi
Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart FL 34994
772-288-5328

-----Original Message-----

From: Charlie Simpson <drsimpson1@icloud.com>
Sent: Friday, November 3, 2023 3:14 PM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Cc: Lindsay Schamback <lschamback@me.com>; schamback@me.com
Subject: Downtown Restaurant

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

As a Stuart resident for the past 24 years, I welcome the endeavor of the Schamback's use of the downtown property for a new restaurant.

Truly,

Charles Simpson

Sent from my iPhone

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Monday, November 6, 2023 3:50 PM
To: Crystal
Cc: Schamback@me.com; mike mccartylandplanning.com
Subject: RE: New proposed restaurant located at 101 Colorado Ave, Stuart

Good afternoon Mr. Bailey,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Sincerely,

Jodi

Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart Fl. 34994
772-288-5328



From: Crystal <admin@agreatfence.com>
Sent: Monday, November 6, 2023 3:35 PM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Cc: Schamback@me.com
Subject: New proposed restaurant located at 101 Colorado Ave, Stuart

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

My name is Darrick Bailey I'm a local CGC/developer that builds new construction homes and commercial buildings from Palm Beach through St Lucie County. I wanted to show my support for this new proposed restaurant located at 101 Colorado Ave. Quite often I take my family of 5 out to eat in Stuart. More often then

not I discuss with my family how there should be more restaurants in this area. This restaurant would make a great addition. Also it would bring more foot traffic to the Brazilian wood walkways with stainless steel cable railings we recently built for the city of Stuart.

Sincerely,
Darrick Bailey
A Great Home
7722092845

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Monday, November 6, 2023 9:53 AM
To: Steve Klaassen
Cc: mike mccartylandplanning.com
Subject: RE: New Restaurant Downtown Stuart

Good morning Mr. Klaassen,

Good morning Steve,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Sincerely,

Jodi
Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart Fl. 34994
772-288-5328

-----Original Message-----

From: Steve Klaassen <steveklaassen@live.com>
Sent: Sunday, November 5, 2023 3:33 PM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Subject: New Restaurant Downtown Stuart

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

To whom may concern... love to see another great restaurant on Colorado Ave on the water!
Would support this project.

Thanks!

Steve Klaassen
2275 S Kanner Hwy
Stuart FL 34994
(772)283-3660

Nentwick, Jodi

From: Nentwick, Jodi
Sent: Monday, November 6, 2023 9:51 AM
To: steve p
Cc: Schamback@me.com; mike mccartylandplanning.com
Subject: RE: We support the restaurant development plans at 101 Colorado

Good morning Steve,

The City of Stuart Development Department has received your public notice response regarding the proposed Urban Planned Unit Development application for the 101 S. Colorado Avenue Waterfront Restaurant redevelopment project.

These items are scheduled for a public hearing before the Community Redevelopment Board (CRB) on Tuesday, November 7, 2023, beginning at 4:00 p.m., or soon thereafter.

Your response has been included in the public hearing agenda and will be made a part of the public record.

The City of Stuart thanks you for the feedback.

Sincerely,

Jodi
Jodi Nentwick-Kugler
Director of Development | City of Stuart
121 SW Flagler Ave. Stuart FL 34994
772-288-5328

-----Original Message-----

From: steve p <sfp68@hotmail.com>
Sent: Friday, November 3, 2023 9:45 PM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Cc: Schamback@me.com
Subject: We support the restaurant development plans at 101 Colorado

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Dear Stuart Officials,

We are looking forward to the development of a new restaurant at 101 Colorado. We think further development of the waterfront and an additional restaurant would help the area dovetail to an even nicer entertainment and increase dining experience. More public access is a good thing and can only improve Stuart downtown. We are excited for the future.

Thanking you in advance,

Stephen and Daniela Potter
6540 SE South Marina Way
Stuart

Sent from my iPhone

November 6, 2023+

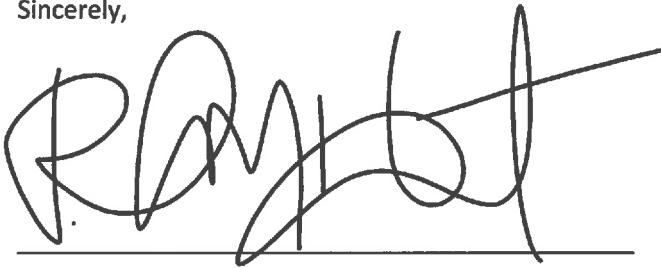
Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a **representation of support** for the redevelopment of 101 Colorado property. The proposed restaurant will be welcomed addition to downtown.

Sincerely,

A handwritten signature in black ink, appearing to read "Jodi Nentwick-Kugler", written over a horizontal line.

November 6, 2023+

Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a representation of support for the redevelopment of 101 Colorado property. The proposed restaurant will be welcomed addition to downtown.

Sincerely,

A handwritten signature in blue ink, reading "Cathi Pitzer", is written over a horizontal line.

November 6, 2023+

Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a representation of support for the redevelopment of 101 Colorado property. The proposed restaurant will be welcomed addition to downtown.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jodi Nentwick-Kugler", is written over a horizontal line.

November 6, 2023+

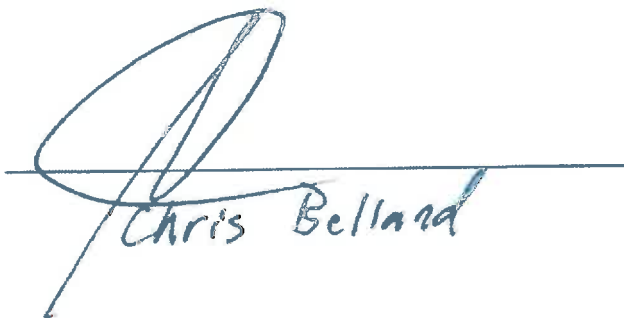
Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a representation of support for the redevelopment of 101 Colorado property. The proposed restaurant will be welcomed addition to downtown.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by the name "Chris Belland" written in a cursive script. The signature is positioned above a horizontal line.

November 6, 2023+

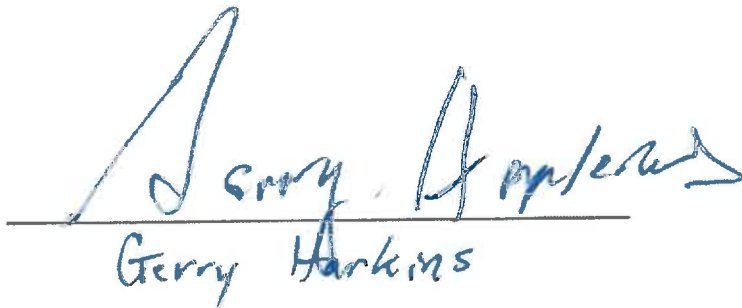
Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a representation of support for the redevelopment of 101 Colorado property. The proposed restaurant will be welcomed addition to downtown.

Sincerely,



Gerry Harkins

November 6, 2023

Jodi Nentwick-Kugler
Development Director
City of Stuart
121 SW Flagler Ave
Stuart FL 34994

RE: 101 Colorado UPUD

Dear Mrs. Kugler,

Please consider this correspondence as a representation of support for the redevelopment of 101 Colorado property. The proposed restaurant will be a welcome addition to downtown.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Nentwick-Kugler", with a long horizontal flourish extending to the right.



McCarty & Associates
Land Planning and Design LLC
www.McCartyLandPlanning.com
309 SE Osceola Ave, Suite 104
Stuart FL 34994
772-341-9322

PROJECT NARRATIVE

The subject site address is 101 Colorado Ave in Stuart, FL. The property is comprised of +/- 0.23 acres and is identified by Parcel ID number 04-38-41-015-001-00090-8. Legal Description is attached as well for your information. The subject site is zoned UW (Urban Waterfront) within the City of Stuart CRA with Downtown Future Land Use designation. The property is currently being used for an office. The intention is to redevelop the property as a waterfront restaurant.

The applicant owns the property identified above which is located within the City of Stuart. Access to the property is served by Colorado Ave.

A UPUD or Urban Planned Unit Development application will be submitted to accommodate the proposed 1,319 square foot restaurant building along with 1,716 square feet in covered dining area/entry.

Project will be served by site grading that directs storm water to proposed drainage inlets located onsite. The proposed outfall will be the existing drainage structures located within the S.E. Seminole Street right-of-way.

City of Stuart utilities have an existing water meter on site along S. Colorado Ave., which will be used to serve the property. City of Stuart Utilities also have an existing gravity sewer main within the right-of-way of S. Colorado Ave., which will be used as well.

Utilities currently serve the site for its existing office use and have potable water and wastewater facilities on site and the available capacities to provide for the projected consumption generated by the site's new intended use as a waterfront restaurant.

The property will provide valet parking with 72 valet spaces, which will be located at 111 Osceola Street. A copy of the valet parking exhibit provided by Susan O'Rourke is attached for your review.



Recorded in Martin County, FL 1/12/2021 8:19 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$18.50 Deed Tax: \$6,300.00
CFN#2861017 BK 3188 PG 2081 PAGE 1 of 2

Prepared by and return to:

David C. Tassell
Counselors Title Company, LLC
941 North Highway A1A
Jupiter, FL 33477
File Number: 3266.716

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of January, 2021 between Bonnie K. Schamback, a single woman whose post office address is 101 S. Colorado Avenue, Stuart, FL 34994, grantor, and 101 Colorado, LLC, a Florida limited liability company whose post office address is 8 Bamboo Lane, Jupiter, FL 33458, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

Lots 9, Block 1, Amended Plat of Charles A. Porter Addition, according to the map or plat thereof as recorded in Plat Book 2, Page 75, Public Records of Palm Beach (now Martin) County, Florida.

Parcel Identification Number: 04-38-41-015-001-00090.80000

Subject to taxes for 2021, and all subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Karin Bayles
Witness Name: Karin Bayles
Carrie McCorkle
Witness Name: Carrie McCorkle

Bonnie K. Schamback
Bonnie K. Schamback

State of Florida
County of Palm Beach

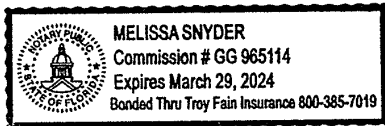
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of January, 2021 by Bonnie K. Schamback, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

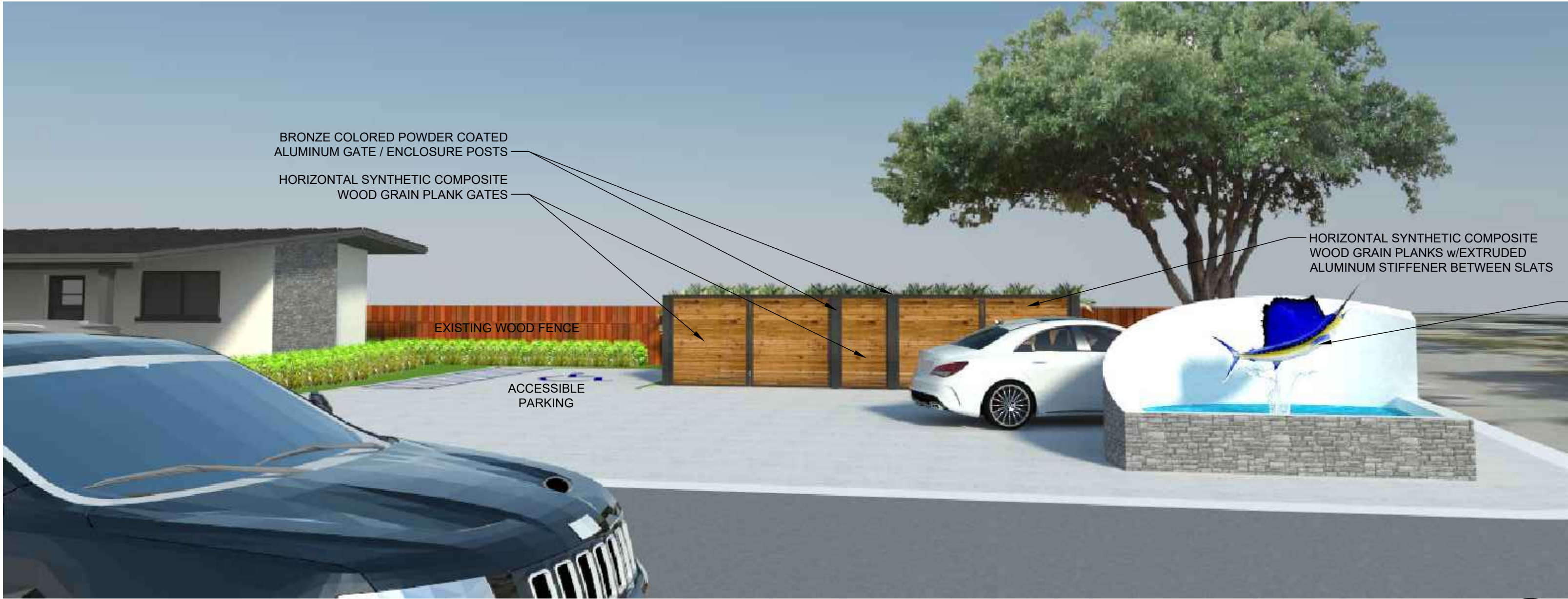




CONCEPTUAL RENDERING OF TRASH ENCLOSURE / ART INSTALLATION

SCALE: N.T.S.

A
A-2.01



CONCEPTUAL RENDERING OF TRASH ENCLOSURE / ART INSTALLATION

SCALE: N.T.S.

B
A-2.01



CONCEPTUAL RENDERING OF TRASH ENCLOSURE / ART INSTALLATION

SCALE: N.T.S.

C
A-2.01

LOT 9, BLOCK 1, PORTER'S ADDITION TO TOWN OF STUART, ACCORDING TO THE
PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 71, PALM BEACH (NOW
MARTIN) COUNTY, FLORIDA PUBLIC RECORDS.

Key	Qty	Scientific Name	Common Name	Size	Spacing
TREES, PALMS, & CYCADS					
BS*	2	Bursera simaruba	Gumbo Limbo	20' x 12', 8" cal, specimen	AS
CN	6	Cocos nucifera 'Green Malayan'	Coconut Palm	6'-8' GW, FF, full	AS
DC	9	Dypsis cabadae	Cabada Palm	8'-10' OA, full	AS
DS	2	Dioon spinulosum	Mexican Cycad	3' OA	AS
PS	10	Pytychosperma schefferi	Schefferi Palm	6'-8' OA, full clump	AS
PSB*	3	Pseudophoenix sargentii	Buccaneer Palm	5' OA, single	AS
TM*	2	Thrinax morrisi	Key Thatch Palm	5' OA, single	AS
TR*	4	Thrinax radiata	Florida Thatch Palm	6' OA, multi	AS
ZP*	25	Zamia pumila	Coontie	24" x 24"	30" OC
SHRUBS & GROUNDCOVERS					
AZ	10	Alpinia zerumbet 'Green'	Green Shalig Ginger	7g, 24" x 30"	30" OC
AZV	6	Alpinia zerumbet 'Variegata'	Variegated Shalig Ginger	7g, 24" x 30"	30" OC
BOA	30	Begonia odorata 'Alba'	White Angel Begonia	3g, 18" x 18"	24" OC
CF	5	Cuslea flava aka guttifera	Small Leaf Cuslea	4' OA, full to base	36" OC
EL*	97	Erodia litoralis	Golden Beach Creeper	3g, 14" x 18"	24" OC
LM	40	Linopoe muscari 'Super Blue'	Linopoe	3g, 18" x 18"	24" OC
MD	6	Monstera deliciosa	Ceriman	7g, 30" x 30"	36" OC
NCR	42	Neomarica caerulea 'Regina'	Gift Apostle's Iris	3g, 30" x 24"	30" OC
PBM	111	Philodendron 'Burle Marx'	Burle Marx Philodendron	3g, 15" x 15"	24" OC
SB*	40	Spartina bakeri	Sand Cordgrass	3g, 36" x 30"	36" OC
SN	2	Strelitzia nicotai	White Bird of Paradise	10' OA, full clump	AS
SR	7	Strelitzia reginae	Orange Bird of Paradise	15g, 3' x 3', full clump	AS
TJ	5	Trachelospermum jasminoides	Confederate Jasmine	5' trellis, espalier to wall to promote 100% coverage	

Misc.	
CRUSHED GRANITE WITH WEED FABRIC (EST. SF)	125 SF

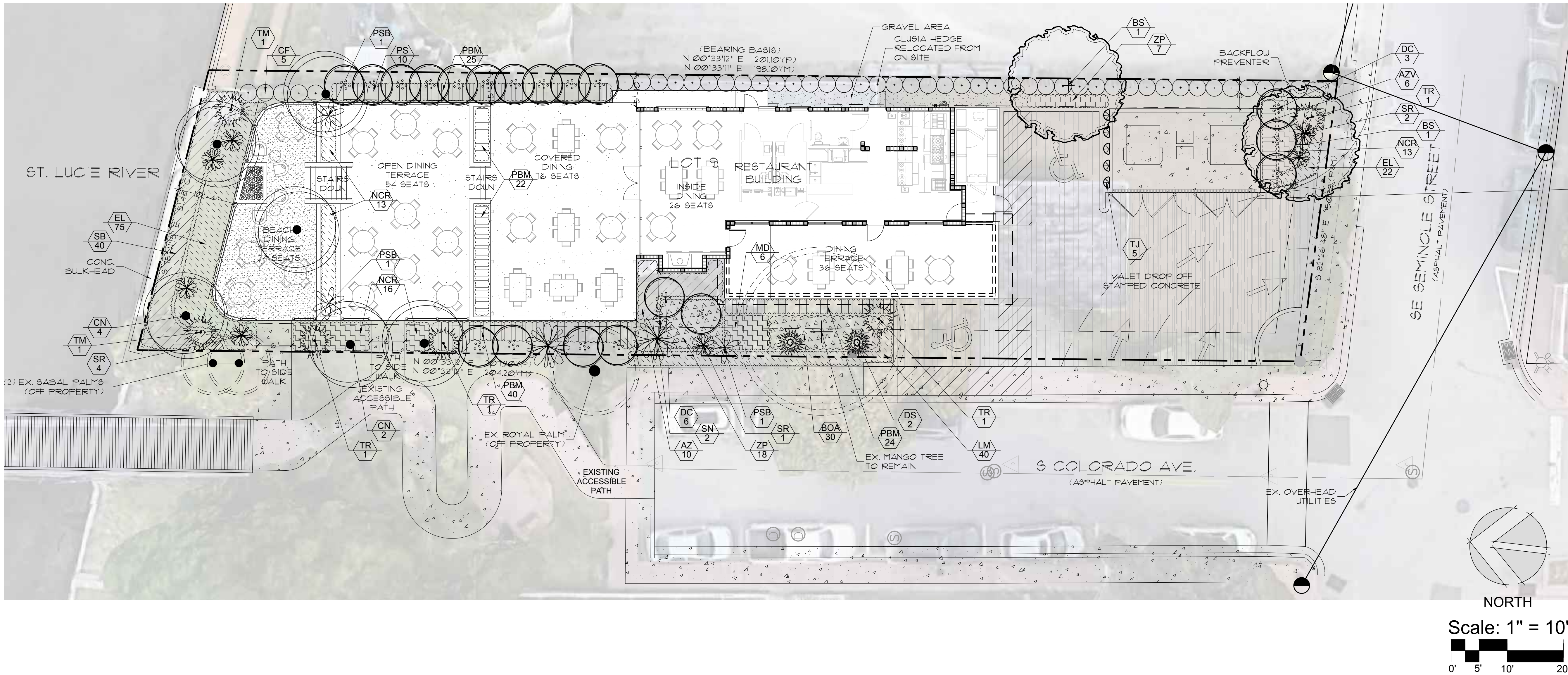
3. 51% OR MORE OF THE GRASS AREAS ARE MADE UP OF A DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
4. 51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
5. 51% OR MORE OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
7. SOD AREA LESS THAN 50% OF LANDSCAPE AREA	10 pts.
8. UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10 pts.

TOTAL PROVIDED POINTS		50 pts.
-----------------------	--	---------

POIN	04-38-41-015-001-00090-8		
ZONING	UW - URBAN WATERFRONT		
FUTURE LAND USE	DOWNTOWN		
EXISTING LAND USE	OFFICE		
PROPOSED USE	RESTAURANT		
	SF	AC	%
TOTAL SITE AREA (PER SURVEY PROPERTY LINE)	10,208	0.23	100.0%
IMPERVIOUS AREA	6,861	0.158	67.21%
RESTAURANT BUILDING	1,461	0.03	14.3%
COVERED DINING & ENTRY	1,651	0.04	16.2%
PARKING / V/LA	2,099	0.05	20.6%
CONCRETE WALKS, RAMPS, ETC...	1,650	0.04	16.2%
PERVIOUS AREA	3,347	0.077	32.79%
LANDSCAPE AREA	3,347	0.077	32.8%
PARKING	REQ.	PROVIDED	
150 SEATS X (1 SPACE/ 4 SEATS) = (37.5) 38 SPACES	38	72 VALET SPACES	

COMMERCIAL DEVELOPMENT REQUIRED TREES		
TREES (1 TREE / 2500 SF OF SITE DEVELOPMENT AREA FOR COMMERCIAL DEVELOPMENTS)	REQ. 4	PROV. 4 (3 CANOPY TREES, 3 PALMS CREDITED 3:1)
NATIVE VEGETATION REQUIREMENT		
TOTAL NATIVE TREES	REQ. 50%	PROV. 50%

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM DEVELOPMENT AREA.
4. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED THAT IS CAPABLE OF PROVIDING 100% COVERAGE TO ALL LANDSCAPE AND PLANTING AREAS AND HAVE AN AUTOMATIC MOISTURE SENSOR.
5. IRRIGATION SOURCE TO BE POTABLE WATER. IRRIGATION PLANS SHALL BE PROVIDED PRIOR TO ISSUANCE OF BUILDING PERMIT.
6. EXISTING TREES THAT ARE TO REMAIN SHALL BE BARRICADED ACCORDING TO CITY OF STUART ORDINANCES.
7. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
8. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
9. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE EQUAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.



STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

101 S. Colorado Ave. Restaurant
Stuart, Florida
Landscape Plan



Drawn By _____ DMS
Checked By _____ MM
Scale _____ 1"=10'

4/22/2022

7/28/2022

10/6/2022

4/20/2023

L-1 of 2

Plant Specifications

SPECIES AND SIZE shall conform to those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, current edition. All nursery stock shall be in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition published by the Florida Department of Agriculture and Consumer Services. All plants not otherwise specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry. Specimen means an exceptionally heavy, symmetrical, tightly knit plant, so trained or favored in its development that first appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symmetry.

GENERAL REQUIREMENTS

All plants shall be freshly dug, sound, healthy, vigorous, well branched, and free of disease and insect eggs and larvae, and shall have adequate root systems. Trees for planting rows shall be uniform in size and shape. All materials shall be subject to approval by the Landscape Architect. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only upon the approval of the Landscape Architect.

CONTAINER GROWN STOCK

All container grown material shall be healthy, vigorous, well rooted plants, and established in the container in which they are sold. The plants shall have tops which are good quality and in a healthy growing condition, an established container grown plant shall be grown in that container sufficiently long enough for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Plant root bound in containers are unacceptable.

MEASUREMENTS

Trees: Height shall be measured from ground to the average height of canopy. Spread shall be measured to the end of branching equally around the crown from the center of the trunk. Measurements are not to include any terminal growth. Single trunk trees shall be free of "Y" crotches that could be points of weak limb structure or disease infestation.

Shrubs: Heights shall be measured from the ground to the average points where mature plant growth stops. Spread shall be measured to the end of branching equally around the shrub mass. Measurements are not to include any terminal growth.

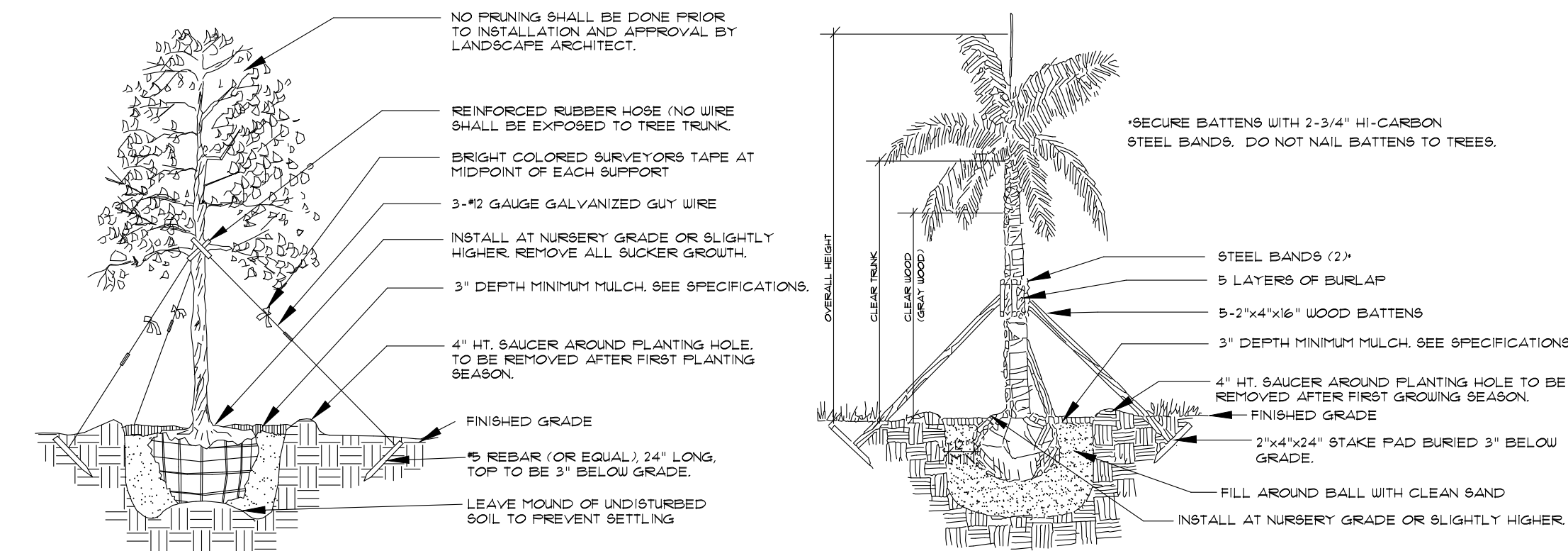
Palms: Clear Trunk (C.T.) shall be measured from the ground at the time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk or the head.

Overall height (O.H.) shall be measured from the ground at the time of installation to a point three quarters the length of the unopened bud. Palms with marred or burned trunks will not be accepted.

SOIL

Planting soil for use in preparing backfill for plant pits shall be added at a rate of seventy-five (75%) percent to twenty-five (25%) percent existing soil. This soil mix shall be used in all plant pits except Sabal palms which shall be backfilled with clean sand. Planting soil shall be a fertile, friable natural topsoil or loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and shall be free from heavy clay, stones, lime, plants, roots or other foreign materials or noxious grasses (such as Bermuda or nut grass) and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth.

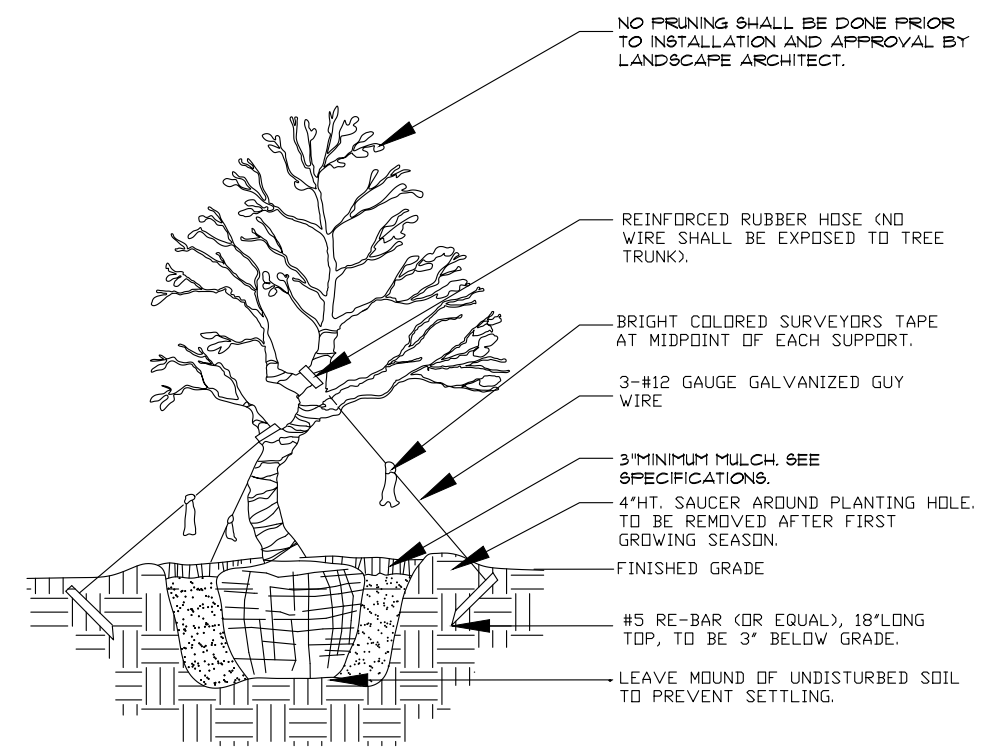
Planting Details



Tree Planting

SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.

BRACING - SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE (OR WIRE) ALL TREES TO PREVENT EXCESSIVE MOVEMENT & MAINTAIN A VERTICAL POSITION.



Irregular & Multi-Stem Tree Planting

FOR TREES 6"-14" HT.

NOTES:

SEE SPECIFICATIONS FOR BACKFILL MIXTURES AND FERTILIZATION.

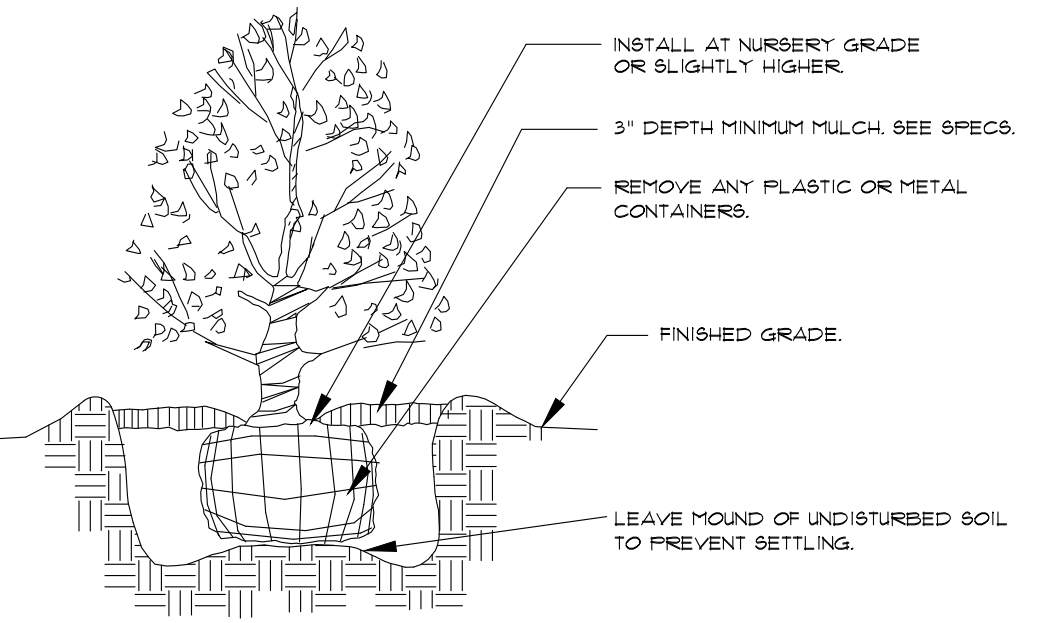
BRACING-SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE ALL TREES TO PREVENT EXCESSIVE MOVEMENT AND MAINTAIN A VERTICAL POSITION.

Palm Planting

APPLIES TO: ROYAL PALMS, QUEEN PALMS, ALEXANDER PALMS, MANILA PALMS.

SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.

BRACING - SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE ALL PALMS TO PREVENT EXCESSIVE MOVEMENT AND MAINTAIN A VERTICAL POSITION.



Shrub Planting

SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.

COMMERCIAL FERTILIZER

Two fertilizer shall be used in all types of plantings, except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags, each bearing the Manufacturer's statement of analysis, and shall meet the following requirements: sixteen (16%) percent nitrogen, seven (7%) percent phosphorus, twelve (12%) percent potassium, plus iron. Tablet fertilizer ("Agriform" or equal) in 21 gram size shall meet the following requirements: twenty (20%) percent nitrogen, ten (10%) percent phosphorous, five (5%) percent potassium.

The two fertilizers will be applied at the following rates:

PLANT SIZE 16-7-12 "AGRIFORM" TABLET (21 Grams)

1 gal.	1/4 lb.	1
3 gal.	1/3 lb.	2
7-15 gal.	1/2 lb.	4
1"-6" caliper	2 lbs./1" caliper	2 1/1" caliper
6" and larger	3 lbs./1" caliper	2 1/1" caliper

"Florida East Coast Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper unless otherwise specified.

MULCH

Mulch material shall be three (3) inches of shredded melaleuca mulch (sterilized and free of seeds) or approved equal, moistened at the time of application to prevent wind displacement.

SUBSTITUTIONS

No substitutions of plant material types or size will be allowed without written consent of the Landscape Architect. B4B material will not be accepted as substitute for container grown material unless previously approved. Alternate substitutions shall be indicated in bid.

Notes

- Prior to the installation of any plant material all existing and imported soils shall be tested and amended to meet the soil specifications and specific plant needs as shown on this plan.
- All plant material, unless specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry.
- All plant materials and sod shall have an automatic irrigation system providing 100% coverage.
- Maintain positive drainage away from building.
- All plant material shall be planted, fertilized and mulched as per the Plant Details and Plant Specifications noted on this plan.
- Landscape Contractor shall research plans and contact appropriate agencies to determine location of utilities and obstructions prior to commencing work. Any utilities or unanticipated obstructions shall be reported immediately to the Landscape Architect.
- Landscape Contractor will be responsible for obtaining all necessary permits, licenses, inspections, and insurance as required by the State and local agencies.
- Quantities shown on plant list are for convenience only. If a discrepancy occurs between the plan and plant list the plan shall prevail.

Plant List

Key	Qty	Scientific Name	Common Name	Size	Spacing
TREES, PALMS, & CYCADS					
BS*	2	Bursera simaruba	Gumbo Limbo	20' x 12', 8" cal., specimen	AS
CN	6	Cocos nucifera 'Green Malayan'	Coconut Palm	6'-8' GW, FF, full	AS
DC	9	Dypsis cabadae	Cabada Palm	8'-10' OA, full	AS
DS	2	Dioon spinulosum	Mexican Cycad	3' OA	AS
PS	10	Ptychosperma schefferi	Schefferi Palm	6'-8' OA, full clump	AS
PSB*	3	Pseudophoenix sargentii	Buccaneer Palm	5' OA, single	AS
TM*	2	Thrinax morrisii	Key Thatch Palm	5' OA, single	AS
TR*	4	Thrinax radiata	Florida Thatch Palm	6' OA, multi	AS
ZP*	25	Zamia pumila	Coontie	24"x 24"	30" OC
SHRUBS & GROUNDCOVERS					
AZ	10	Alpinia zerumbet 'Green'	Green Shell Ginger	7g, 24"x 30"	30" OC
AZV	6	Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	7g, 24"x 30"	30" OC
BOA	30	Begonia odorata 'Alba'	White Angel Begonia	3g, 18"x 18"	24" OC
CF	5	Clusia flava aka guttifera	Small Leaf Clusia	4' OA, full to base	36" OC
EL*	97	Erodia littoralis	Golden Beach Creeper	3g, 14"x 18"	24" OC
LM	40	Liriope muscari 'Super Blue'	Liriope	3g, 18"x 18"	24" OC
MD	6	Monstera deliciosa	Ceriman	7g, 30"x 30"	36" OC
NCR	42	Neomarica caerulea 'Regina'	Giant Apostle's Iris	3g, 30"x 24"	30" OC
PBM	111	Philodendron 'Burle Marx'	Burle Marx Philodendron	3g, 15"x 15"	24" OC
SB*	40	Spartina bakeri	Sand Cordgrass	3g, 36"x 30"	36" OC
SN	2	Strelitzia nicolai	White Bird of Paradise	10' OA, full clump	AS
SR	7	Strelitzia reginae	Orange Bird of Paradise	15g, 3'x 3', full clump	AS
TJ	5	Trachelospermum jasminoides	Confederate Jasmine	5' trellis, espalier to wall to promote 100% coverage	

*DENOTES FLORIDA NATIVE PLANT MATERIAL

ALL PLANT MATERIAL SHALL BE MINIMUM FLORIDA #1 GRADE PER THE FLORIDA GRADES & STANDARDS FOR NURSERY PLANTS 2015 EDITION

Misc.	
CRUSHED GRANITE WITH WEED FABRIC (EST. SF)	125 SF

101 S. Colorado Ave. Restaurant
Stuart, Florida
Landscape Details



Drawn By _____ DMS

Checked By _____ MM

Scale _____

Drawing Date 4/22/2022

7/28/2022

10/6/2022

4/20/2023

L-2 of 2

CALL 48 HOURS BEFORE
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OF FLORIDA, INC.



July 12th, 2022

City of Stuart
Planning & Zoning Department
121 SW Flagler Avenue
Stuart, FL 34994

Re: 101 S. Colorado Ave. Restaurant
Preliminary Drainage & Utilities Statement

Preliminary Drainage Statement

The proposed 0.23-acre site located on the corner of S.E. Seminole Street and S. Colorado Ave., entails the construction of a 1,319 S.F. restaurant, and 1,719 S.F. of outdoor dining with associated pavement and walkways. The project will be served by site grading that directs storm water to proposed drainage inlets located onsite. The proposed outfall will be the existing drainage structures located within the S.E. Seminole Street right-of-way.

Preliminary Water & Sewer Utilities Statement

Potable Water

City of Stuart Utilities have an existing water meter on site along S. Colorado Ave. which will be used to serve the property.

Wastewater

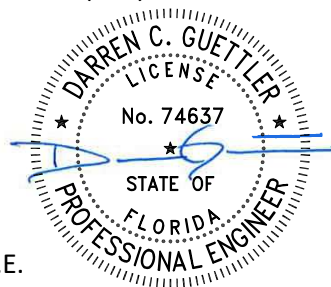
City of Stuart Utilities have an existing gravity sewer main within the right-of-way of S. Colorado Ave. which will be used to serve the property.

Conclusion

City of Stuart Utilities currently serve the site for its office use and have existing potable water and wastewater facilities on site and the available capacities to provide the projected consumption generated by the site's new land use.

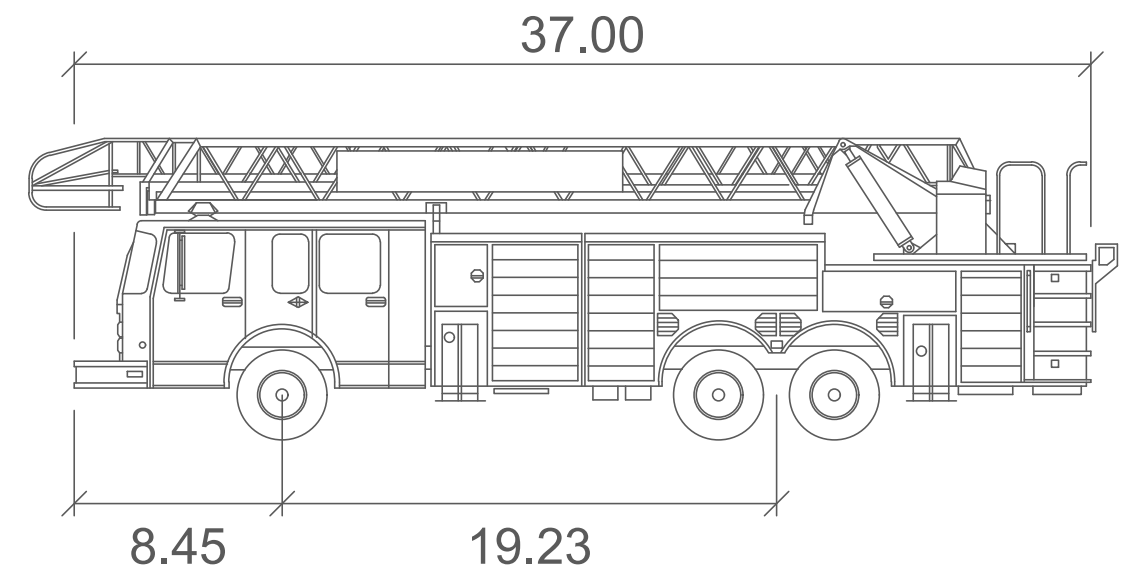
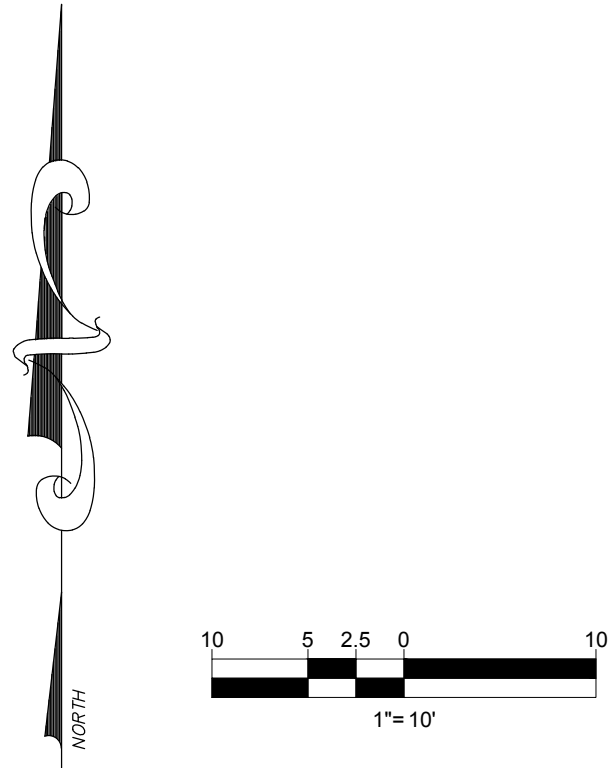
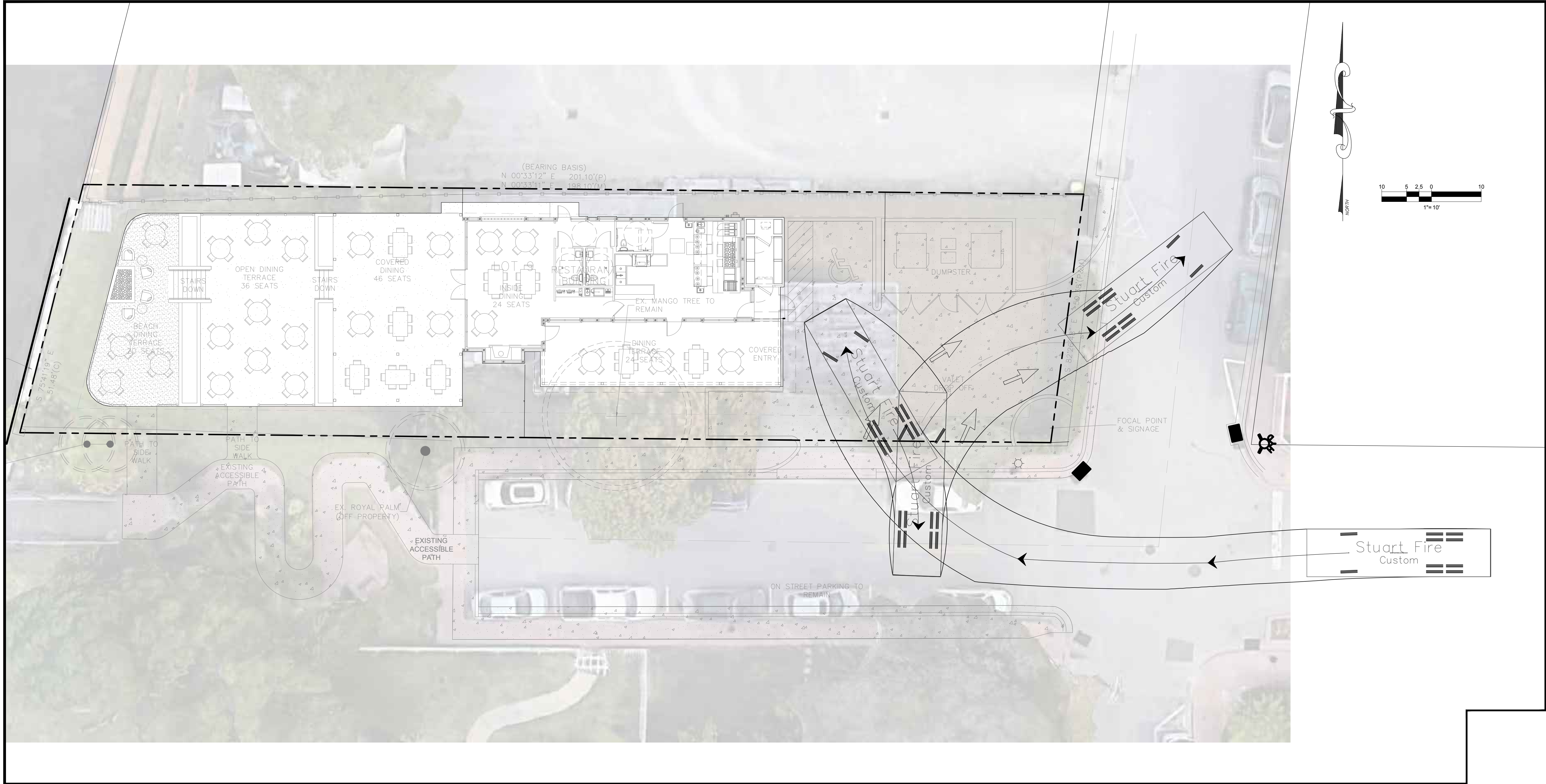
Should you have any questions, or require additional information on the above, please do not hesitate to contact me at (772) 879-0477.

Sincerely,



Darren Guettler, P.E.
FL License No. 74637

Printed on Tuesday, November 08, 2022, 3:40 PM by Shirley Gomez
C:\Users\shirley\OneDrive\Documents\Projects\101 S. Colorado Avenue Restaurant\101 S. Colorado Avenue Restaurant - NAI Southcoast\101 S. Colorado Avenue Restaurant - NAI Southcoast - CONCEPTUAL PLAN.dwg



Stuart Fire	
	feet
Width	: 9.60
Track	: 8.40
Lock to Lock Time	: 6.0
Steering Angle	: 39.3





VELCON
ENGINEERING & SURVEYING, LLC.
590 NW PEACOCK BLVD., SUITE #8
PORT ST. LUCIE, FL 34986
PHONE: (772) 878-0477
FIRE C.O.A. #3222

REVISIONS:	
BY:	DATE: COMMENT:

PROJECT:

101 S. COLORADO AVENUE
RESTAURANT

CLIENT:

NAI
SOUTHCOAST

PROJECT No.: 22-1021

DRAWN BY: SG

CHECKED BY: DG

DATE: 10/21/2021

CAD I.D.: AUTOTURN EXHIBITS

SHEET TITLE:

**FIRE TRUCK
AUTOTURN
EXHIBIT**

SHEET NUMBER:

01





VELCON
ENGINEERING & SURVEYING, LLC.
590 NW PEACOCK BLVD., SUITE #8
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
FBIPE C.O.A. # 32222

REVISIONS:	
BY:	DATE: COMMENT:

PROJECT:

101 S. COLORADO AVENUE
RESTAURANT

CLIENT:

NAI
SOUTHCOAST

PROJECT No.: 22-1021
DRAWN BY: SG
CHECKED BY: DG
DATE: 10/21/2021
CAD I.D.: AUTOTURN EXHIBITS

SHEET TITLE:

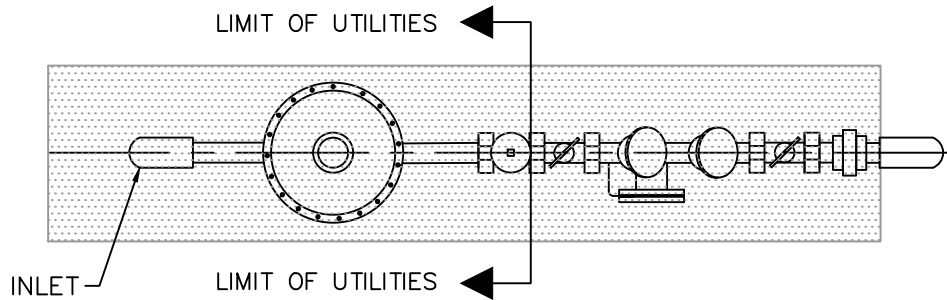
**GARBAGE TRUCK
AUTOTURN
EXHIBIT**

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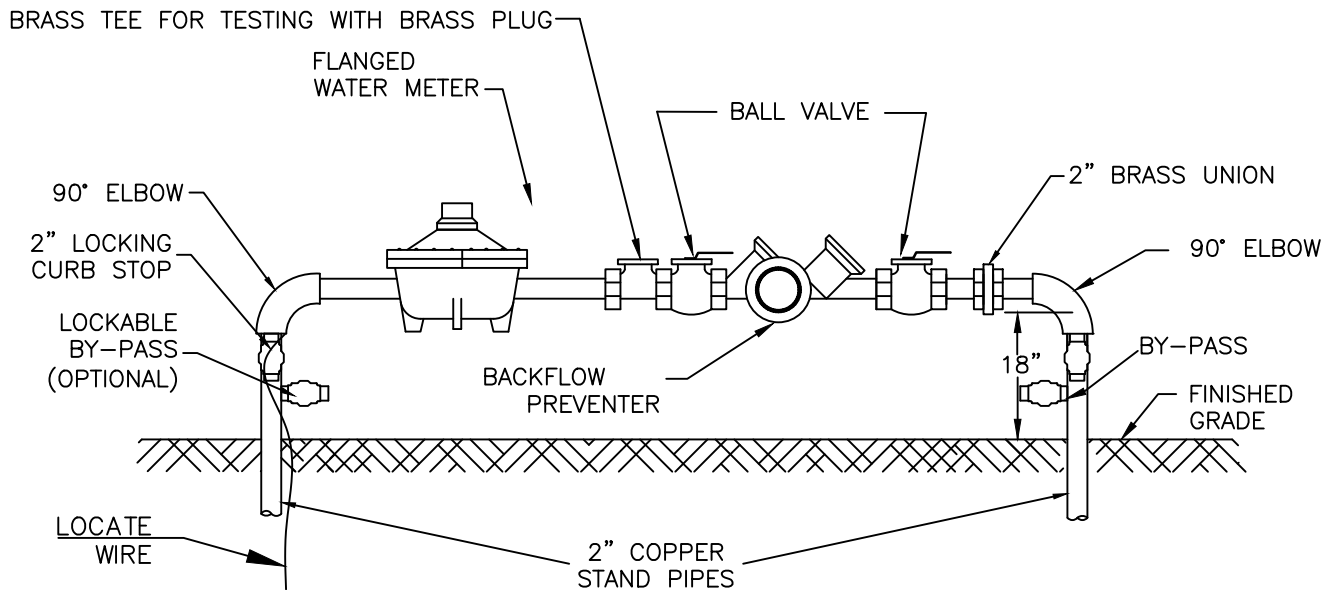
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PLAN VIEW

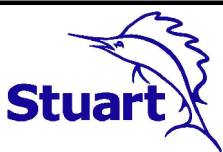


PROFILE VIEW

**1",1.5" & 2" POTABLE / RECLAIMED
WATER METER & BACKFLOW
PREVENTION ASSEMBLY SERVICE
(COMMERCIAL)**

NOTES:

1. LANDSCAPING REQUIRED PER CITY OF STUART ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS. MUST BE SCREENED, NO GROW IN PERIOD.
2. ASSEMBLY TO BE 18" FROM FINISH GRADE TO CENTERLINE OF THE 90° BEND.
3. RECLAIMED WATER METER ASSEMBLY MUST BE PAINTED PANTONE PURPLE 522.
4. NO SOLDER JOINTS.
5. NO TAPS OR CONNECTIONS ALLOWED BETWEEN METER AND BACKFLOW PREVENTION DEVICE
6. METERS 1.5" OR LARGER ARE TO BE PROVIDED BY THE DEVELOPER PER CITY'S APPROVED PRODUCTS LIST.



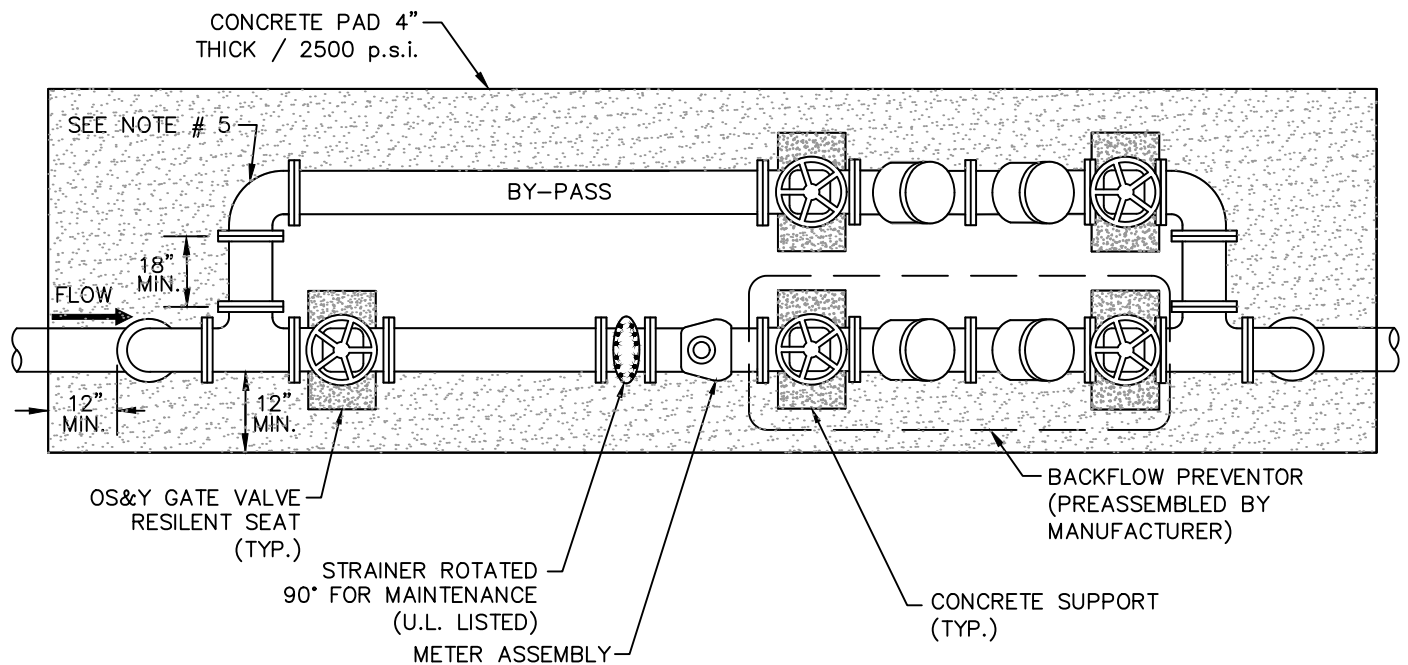
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department

121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
FILE NAME: 2021 COS Std Details.dwg

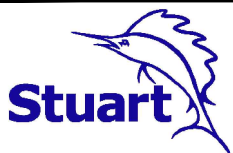
SHEET NUMBER
31



PLAN VIEW

NOTES:

1. ALL PIPE AND FITTINGS SHALL BE CLASS 53 DUCTILE IRON.
2. ALL UNDERGROUND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT TYPE & ALL ABOVE GROUND FITTINGS SHALL BE FLANGE JOINTS, FULL FACE NEOPRENE GASKETS WITH STAINLESS STEEL BOLTS.
3. METER BY-PASS TO BE HALF THE SIZE OF SERVICE SIDE ASSEMBLY (POTABLE WATER SERVICE ONLY).
4. METER BY-PASS TO BE SAME SIZE AS SUPPLY TO METER (POTABLE WATER SERVICE WITH FIRE SERVICE).
5. 12" MIN. / 16" MAX. CLEARANCE IS REQUIRED FROM THE TOP OF THE CONCRETE PAD TO THE BOTTOM OF THE RELIEF VALVE.
6. ASSEMBLY MUST BE SCREENED. LANDSCAPING MUST SCREEN AT PLANT HEIGHT, NO GROW IN PERIOD. A 18" CLEAR ZONE SHALL BE MAINTAINED AROUND ASSEMBLY.
7. ALL SPOOL PIECES TO BE AT LEAST 18" IN LENGTH.
8. PROVIDE CHAINS & LOCKS FOR THE VALVES AS REQUIRED BY THE UTILITY.
9. OS&Y GATE VALVES NEEDED IF SERVICES FIRE SYSTEM.



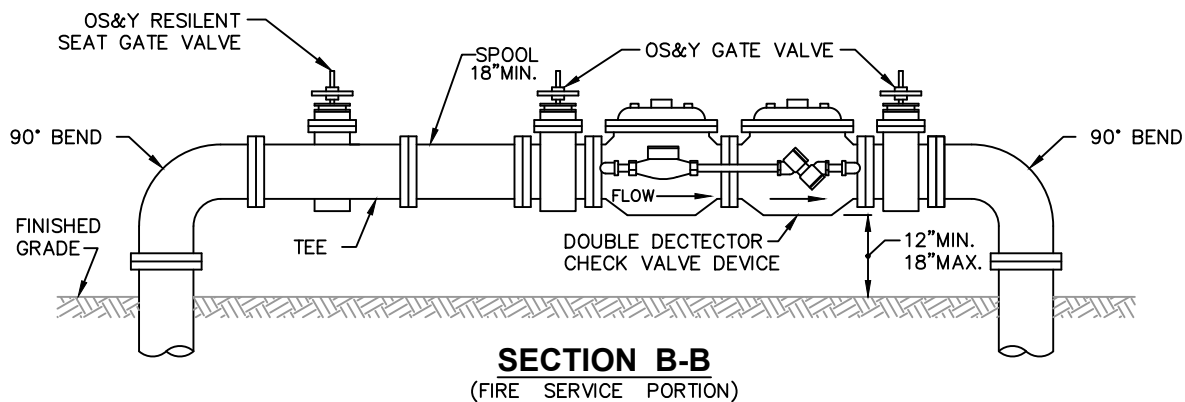
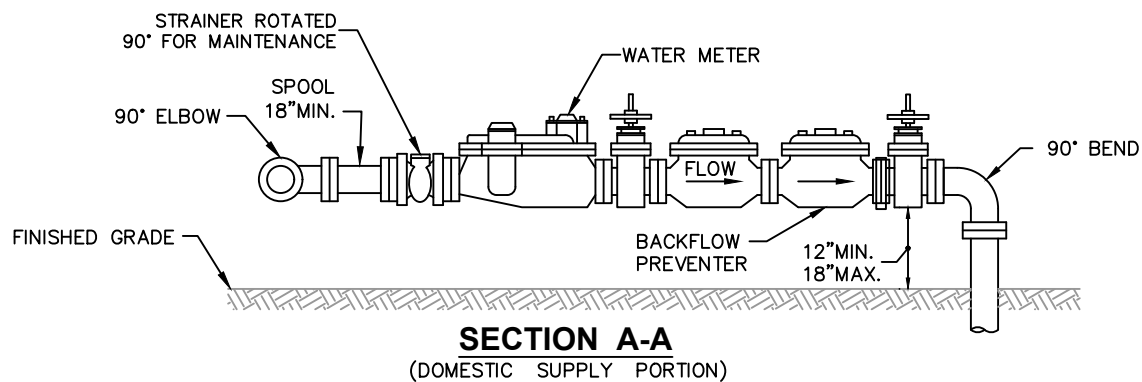
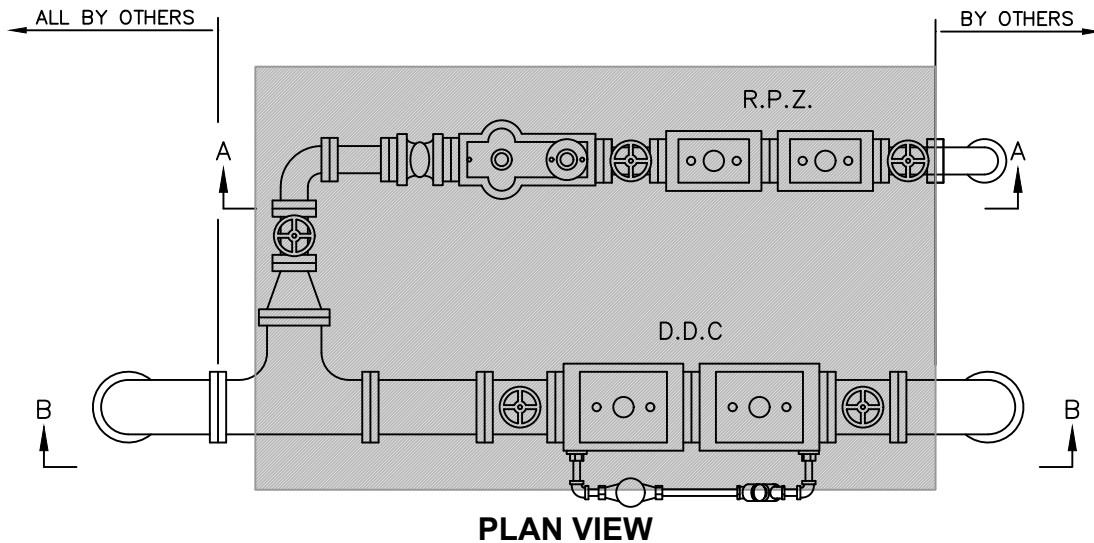
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department

121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
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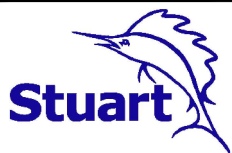
SHEET NUMBER
32



WATER METER / BACKFLOW PREVENTION ASSEMBLY **- FIRE SERVICE w/ DOMESTIC SUPPLY**

NOTES:

1. LANDSCAPING REQUIRED PER CITY OR COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.



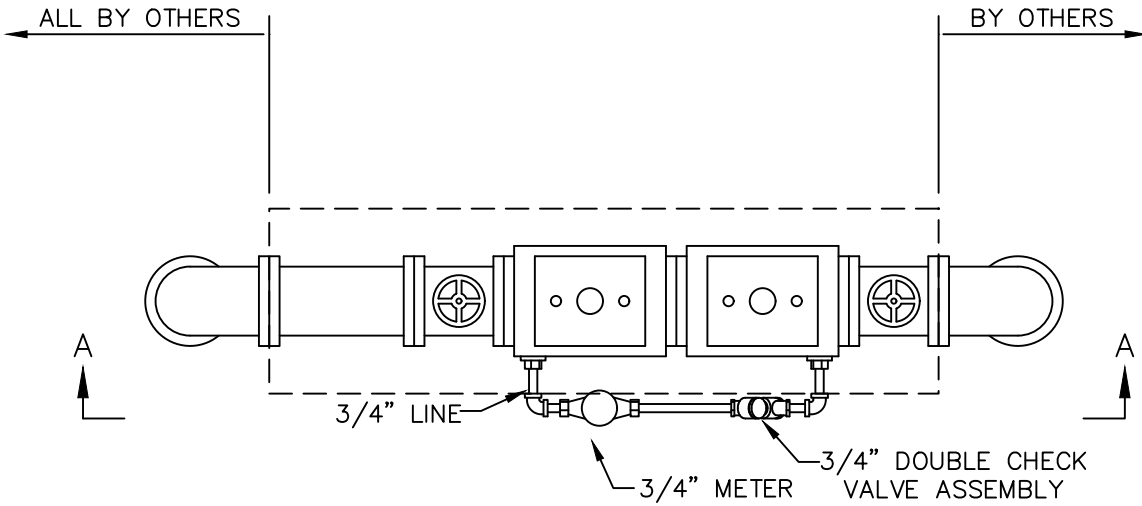
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department

121 S.W. Flagler Avenue, Stuart, Florida 34994

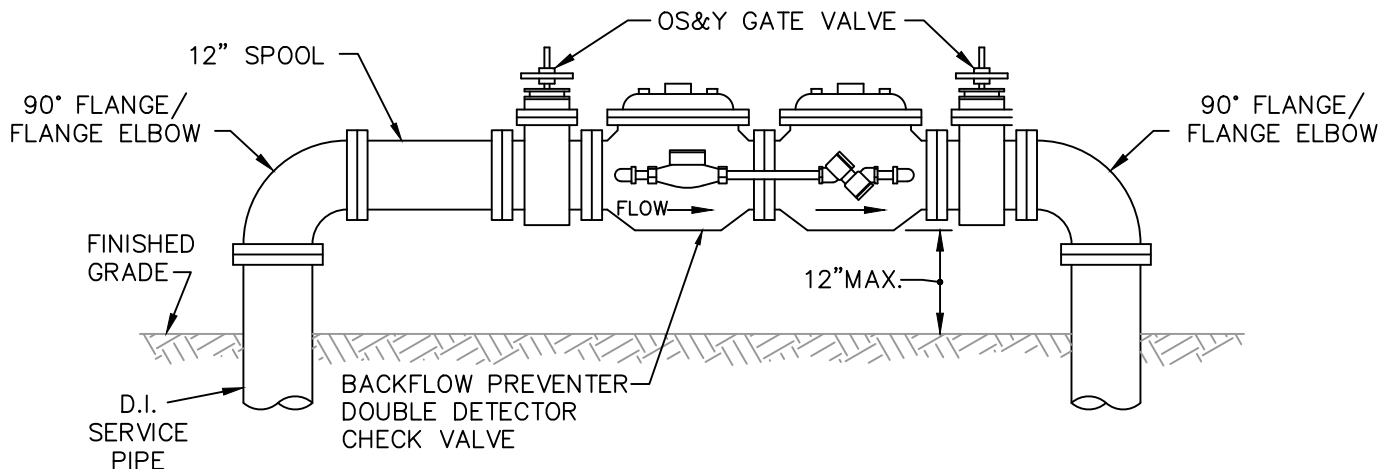
BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
FILE NAME: 2021 COS Std Details.dwg

SHEET NUMBER
33



PLAN VIEW

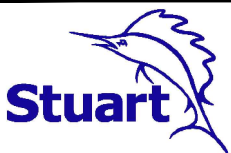


SECTION A-A

DOUBLE CHECK VALVE
w/ DETECTOR CHECK ASSEMBLY / FIRE SERVICE

NOTE:

LANDSCAPING IS REQUIRED PER CITY OR COUNTY ORDINANCE. PLANTINGS MUST SCREEN AT PLANT HEIGHT, NO GROW IN PERIOD.



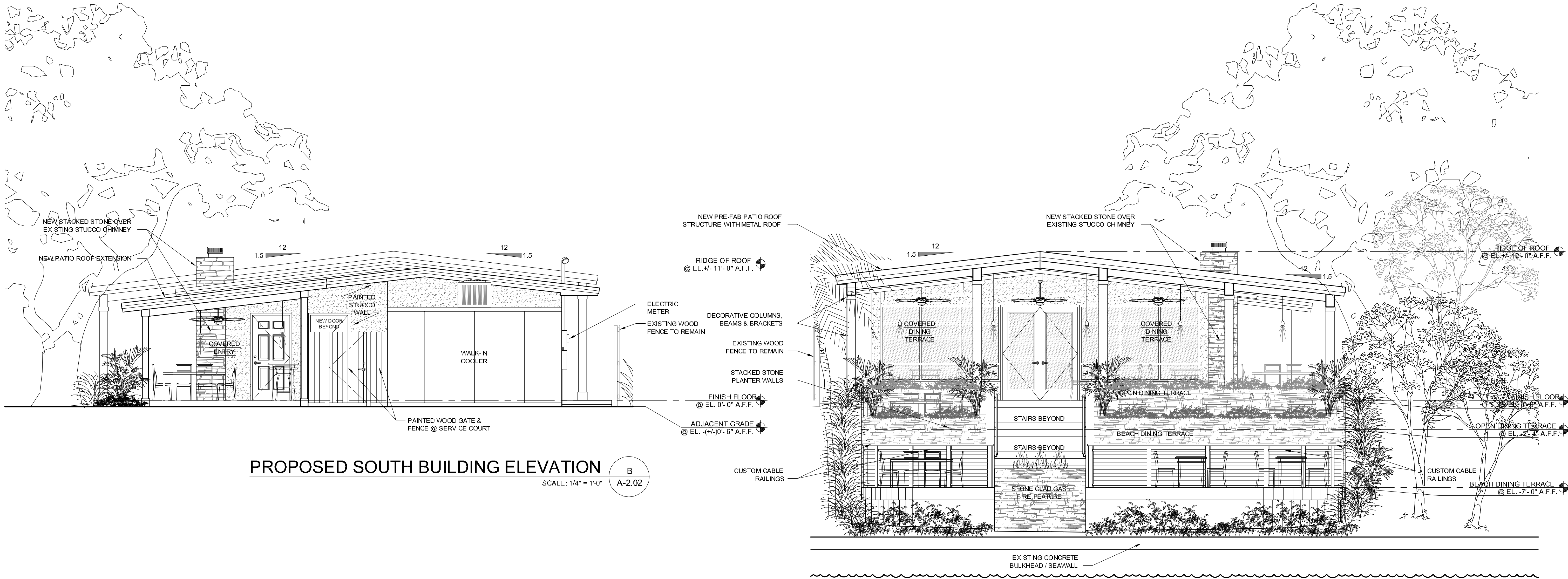
STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department

121 S.W. Flagler Avenue, Stuart, Florida 34994

BACKFLOW PREVENTION ASSEMBLY

DATE: OCTOBER 2021
 FILE NAME: 2021 COS Std Details.dwg

SHEET NUMBER
34



PROPOSED SOUTH BUILDING ELEVATION
SCALE: 1/4" = 1'-0" B
A-2.02

PROPOSED NORTH BUILDING ELEVATION
SCALE: 1/4" = 1'-0" C
A-2.02



PROPOSED EAST BUILDING ELEVATION
SCALE: 1/4" = 1'-0" D
A-2.02

09.09.2022 - CITY OF STUART REVIEW SET - NOT FOR CONSTRUCTION

Official Issue

Issue Description

Date

1

2

3

4

5

6

Architect

BRENT A. WOOD

ARCHITECTURE LLC

100 S.W. Albany Avenue, Ste. 200
STUART, FLORIDA 34994
Tel. 772.220.1517 Fax 772.415.5261

Client

NAI Southcoast
C/O: Mr. Nikolaus M. Schroth, CCIM

Project Name

101 S Colorado Restaurant

Drawing Name

PROPOSED BUILDING ELEVATIONS

Sheet Number

A-2.02

Project Number

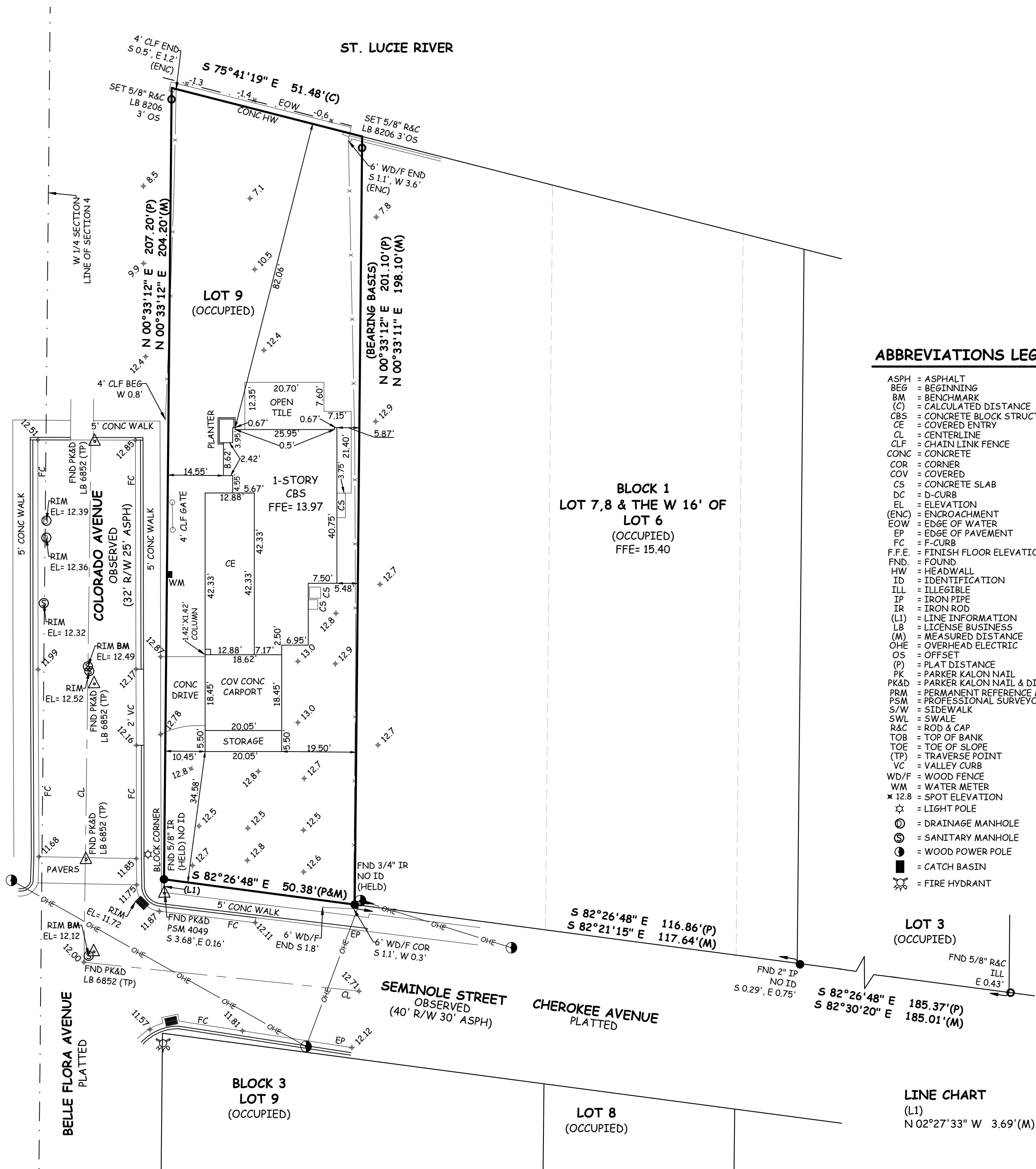
221056

Plot Date

09.09.2022

©

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ABBREVIATIONS LEGEND

- ASPH = ASPHALT
- BEG = BEGINNING
- BM = BENCHMARK
- (C) = CALCULATED DISTANCE
- CBS = CONCRETE BLOCK STRUCTURE
- CE = COVERED ENTRY
- CL = CENTERLINE
- CLF = CHAIN LINK FENCE
- CONC = CONCRETE
- COR = CORNER
- COV = COVERED
- CS = CONCRETE SLAB
- DC = D-CURB
- EL = ELEVATION
- (ENC) = ENCROACHMENT
- EOW = EDGE OF WATER
- EP = EDGE OF PAVEMENT
- FC = F-CURB
- F.F.E. = FINISH FLOOR ELEVATION
- FND. = FOUND
- HW = HEADWALL
- ID = IDENTIFICATION
- ILL = ILLEGIBLE
- IP = IRON PIPE
- IR = IRON ROD
- (LI) = LINE INFORMATION
- LB = LICENSE BUSINESS
- (M) = MEASURED DISTANCE
- OHE = OVERHEAD ELECTRIC
- OS = OFFSET
- (P) = PLAT DISTANCE
- PK = PARKER KALON NAIL
- PK&D = PARKER KALON NAIL & DISK
- PRM = PERMANENT REFERENCE MONUMENT
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- S/W = SIDEWALK
- SWL = SWALE
- R&C = ROD & CAP
- TOB = TOP OF BANK
- TOE = TOE OF SLOPE
- (TP) = TRAVERSE POINT
- VC = VALLEY CURB
- WD/F = WOOD FENCE
- WM = WATER METER
- * 12.8 = SPOT ELEVATION
- ☆ = LIGHT POLE
- ⊙ = DRAINAGE MANHOLE
- ⊕ = SANITARY MANHOLE
- ⦿ = WOOD POWER POLE
- = CATCH BASIN
- ⦿ = FIRE HYDRANT

LOT 3
(OCCUPIED)

S 82°26'48" E 116.86'(P)
S 82°21'15" E 117.64'(M)

LINE CHART
(L1)
N 02°27'33" W 3.69'(M)

LEGAL DESCRIPTION: LOTS 9, BLOCK 1, AMENDED PLAT OF CHARLES A. PORTER ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

ADDRESS: 101 S COLORADO AVE
STUART, FLORIDA 34994

NOTES:

SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

ELEVATIONS ARE IN FEET AND RELATED TO MARTIN COUNTY BENCHMARK "CONFUSION", HAVING A PUBLISHED ELEVATION OF 10.94 NAVD (NORTH AMERICAN VERTICAL DATUM). ALL OTHER ELEVATIONS ARE RELATIVE THERETO.

BEARINGS SHOWN HEREON ARE BASED UPON A PLATTED MERIDIAN, ALONG THE EAST PROPERTY LINE OF LOT 9, HAVING A PLATTED BEARING OF N 00°33'12" E. ALL OTHER BEARINGS ARE RELATIVE THERETO.

PROPERTY LIES IN F.I.R.M. ZONE "X", AS SHOWN ON PANEL 12085C0153, DATED 02/19/20. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

IN ACCORDANCE WITH CHAPTER 5J-17.051, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUBSURFACE UTILITIES AND OR FEATURES MAY EXIST.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THE EXPECTED USE OF THE SURVEY AND MAP IS RESIDENTIAL.

ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

LEGAL DESCRIPTION FROM WARRANTY DEED, AS RECORDED IN OFFICIAL RECORD BOOK 3188, PAGE 2081. PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LOT CONTAINS 10,208 SQUARE FEET.

BOUNDARY & TOPOGRAPHIC SURVEY FIELD DATE: 02/18/22.

CERTIFIED TO: NAI SOUTHCOAST

Robert F
Kemerson

Digitally signed by Robert F
Kemerson
DN: c=US, o=Florida,
dnQualifier=A01410C0000017,
A9B8FEFC00000A070,
cn=Robert F Kemerson
Date: 2022.03.01 11:48:37
-05'00'

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)#6285

VELCON ENGINEERING
& SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1449 NW COMMERCE CENTRE DRIVE
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com



BOUNDARY AND TOPOGRAPHIC
SURVEY
PREPARED FOR
MIK SCHROTH

REVISED	DATE	BY

DRAWN BY:
HN
APPROVED BY:
R. KEMERSON
SCALE:
1" = 20'
DATE:
02/24/22
FIELD BOOK/PAGES
PLANS

JOB NUMBER:
22-2043

SHEET:
1 OF 1

101 S. Colorado Ave. Restaurant

04-38-41-015-00090-8

101 Colorado Avenue
Stuart, Florida

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Aerial Photograph



5/4/2022

101 S. Colorado Ave. Restaurant

04-38-41-015-001-00090-8

101 Colorado Avenue
Stuart, Florida

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Mike@McCartyLandPlanning.com



Future Land Use Map

Downtown



5/4/2022

101 S. Colorado Ave. Restaurant

04-38-41-015-001-00090-8

101 Colorado Avenue
Stuart, Florida

McCARTY & ASSOCIATES

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www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Zoning Map

Urban Waterfront



5/4/2022

LEGAL DESCRIPTION:

LOTS 9, BLOCK 1, AMENDED PLAT OF CHARLES A. PORTER ADDITION,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT
BOOK 2, PAGE 75, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN)
COUNTY, FLORIDA.



To: Jodi Nentwick-Kugler
Director of Development
City of Stuart

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc.

ARM

Date: July 12, 2023

Re: **101 S. Colorado Ave. Restaurant**
Final Review of Parking Study

Kimley-Horn has reviewed the response to commented letter (dated May 22, 2023) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The proposed restaurant will be located on the east side of S Colorado Avenue, north of SE Seminole Street in the City of Stuart.

The weekday and weekend peak period parking demand for the proposed development was calculated by the applicant based upon City of Stuart Land Development Code Chapter 3.01.03.F.2. This calculation indicates that 38 parking spaces are required to allow for acceptable operations.

Weekday parking counts show a sufficient number of existing public parking spaces to accommodate restaurant operations upon buildout. The applicant states that a lease agreement has been made with property owners of 111 S Osceola Avenue to accommodate off-street parking and valet during Friday and Saturday evenings. This property will provide 46 spaces under self-parking conditions and 72 spaces under valet parking conditions. Considering this accommodation, the number of parking spaces will be sufficient during Friday and Saturday evenings upon buildout of the development.

We have no further questions for the applicant at this time. Thank you for the opportunity to assist the City of Stuart in reviewing this project. Please contact us if you have any questions or need additional information.

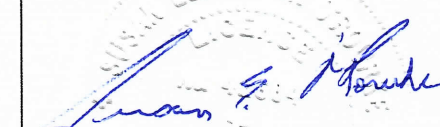


O'ROURKE
ENGINEERING & PLANNING

PARKING STUDY
FOR
101 S. COLORADO AVE. RESTAURANT

PREPARED BY
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994

September 30, 2022

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 9/30/2022 License #: 42684
--	--



O'ROURKE
ENGINEERING & PLANNING

September 9, 2022

Mr. Nik Schroth
100 S.W. Albany Avenue, Ste. 200
Stuart, FL 34994

Re: 101 S. Colorado Avenue Restaurant Parking

Dear Mr. Schroth:

O'Rourke Engineering & Planning has completed the parking analysis for the proposed restaurant to be located at 101 S. Colorado Avenue in Stuart, Florida. The steps in the analysis and the ensuing results are presented herein.

Please give me a call if you have any questions.

Respectfully,

O'ROURKE ENGINEERING & PLANNING


Susan E. O'Rourke, P.E.
President

INTRODUCTION

The proposed restaurant is located waterfront on Colorado Avenue's northern terminus. **Figure 1** illustrates the project location. The restaurant is proposed to have 150 seats with a mix of indoor and outdoor dining. This report outlines the potential demand for parking and the description of how that parking will be supplied through nearby parking and valet parking.

Project Demand – There will be 150 seats in the restaurant, and an estimated 12 employees on the highest shift. The city of Stuart code requires one parking space per 4 seats for restaurants withing the CRA. Therefore, the parking required is 38 spaces. The 38 spaces required represents the spaces needed at the peak of the restaurant use. The Institute of Transportation Engineers provides an hourly distribution of the restaurant demand for parking. **Table 1** summarizes the parking demand by hour for a weekday and a weekend. As shown the peak will be in the evenings from 7 pm to 10 pm.

Attachment A includes the proposed site plan.

Project Supply – The project is located just beyond the downtown parking area in which the restaurants are not required to have off street parking. This project proposes to address the parking in the same manner by utilizing parking that is available within 500 to 1000 feet and to provide a valet service at the entrance to the site.

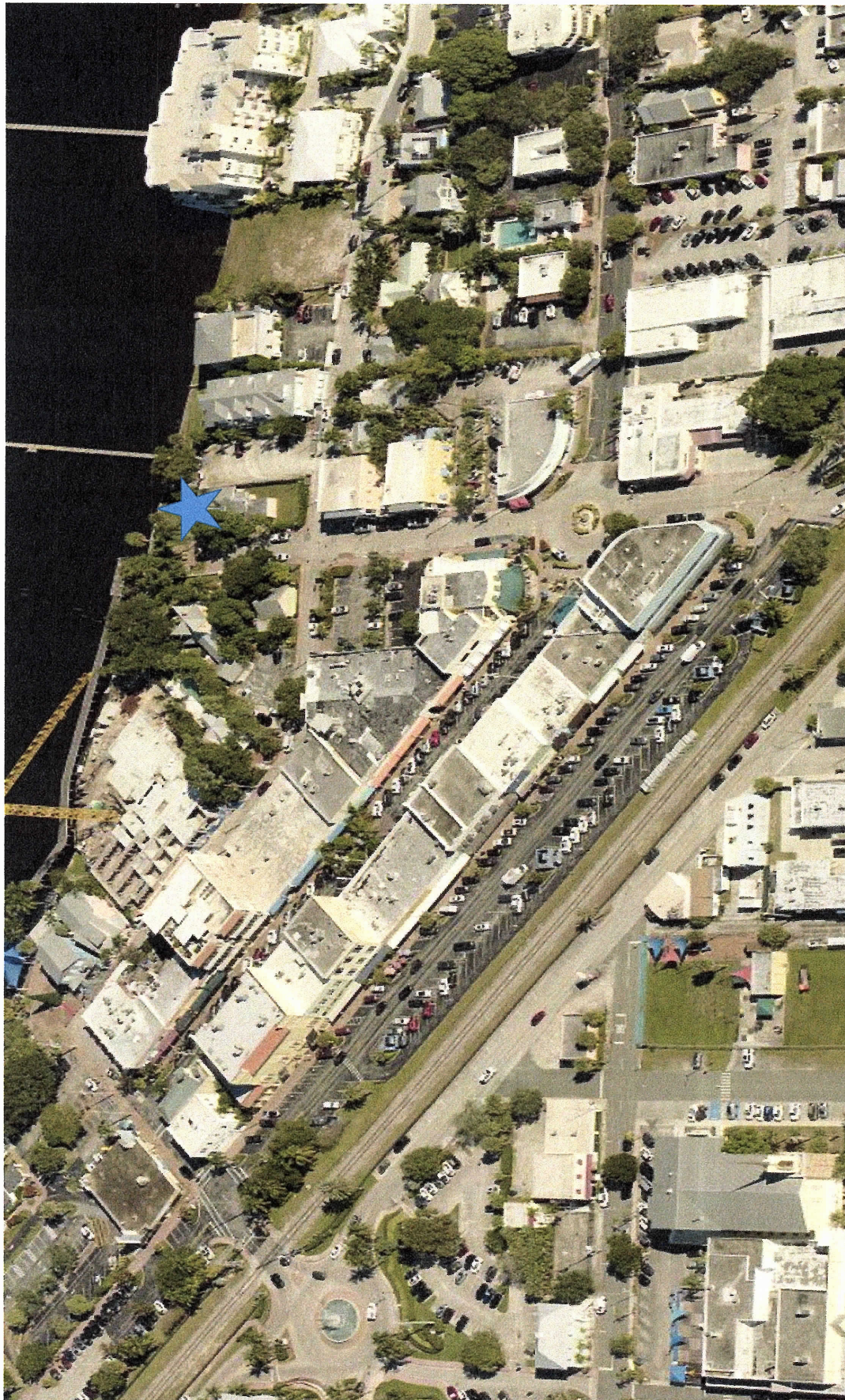
To that end, the parking demand and available parking in public spaces was counted within in a 1,000-foot radius around 101 Colorado Avenue on Wednesday, July 13, 2022; Friday, July 15, 2022; and Saturday July 16, 2022; from 10:00 am to 2:00 PM, and 5:00 PM to 11:00 PM. The hourly values were adjusted based on the seasonal factor of 1.16 The factors were applied to increase the counts to reflect the impact of the "season". **Table 2** summarizes the available parking by parking area. Only parking that is open to the public was included in the summary. **Figure 2** illustrates the parking areas considered in the study area. As shown, there will be ample parking remaining every hour to accommodate the restaurant parking on the weekday. However, on the weekend evenings, the parking is more constrained. The restaurant would need to provide valet parking with lease arrangement to accommodate up to the full 62 spaces. The study shows that Saturday evening there are 84 spaces available within the downtown and 26 spaces available on Friday evening.

Valet / Off-Site Parking

The parking for 101 Colorado will be at 111 S. Osceola Street via a valet service. Patrons will pull up to 101 S. Colorado to valet. There are 72 spaces available at 111 S. Osceola Street when in the valet pattern. Under self-park conditions, there are 46 parking spaces. **Figure 3** illustrates the parking layout during valet operations with vehicles entering off S.E. Denver Avenue.

Conclusion

The 101 S. Colorado Avenue restaurant has a peak demand of 38 parking spaces. There is sufficient parking within the area to accommodate weekday demand. Peak weekend demand will be accommodated through a lease arrangement at 111 S. Osceola Avenue to operate the valet service and to provide spaces on Friday and Saturday evenings. The rest of the days, the available parking in the surrounding downtown area would be able to accommodate the parking from the proposed restaurant.



O'ROURKE
ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, FL 34994

NTS

Job Number: _____ Date: 7.22.2022

Legend



= Project Location

Figure 1

Project Location

101 S. Colorado Ave. Restaurant

Table 1a: Colorado Restaurant Weekday Parking Needs

	Restaurant				Peak Demand
	%	Spaces	%	Employees	Hourly Demand
100% Code		38.0		0.0	38
6:00 am	0%	0.0	0%	0.0	0
7:00 am	0%	0.0	20%	0.0	0
8:00 am	0%	0.0	50%	0.0	0
9:00 am	0%	0.0	75%	0.0	0
10:00 am	15%	5.7	90%	0.0	6
11:00 am	40%	15.2	90%	0.0	15
12:00 noon	75%	28.5	90%	0.0	29
1:00 pm	75%	28.5	90%	0.0	29
2:00 pm	65%	24.7	90%	0.0	25
3:00 pm	40%	15.2	75%	0.0	15
4:00 pm	50%	19.0	75%	0.0	19
5:00 pm	75%	28.5	100%	0.0	29
6:00 pm	95%	36.1	100%	0.0	36
7:00 pm	100%	38.0	100%	0.0	38
8:00 pm	100%	38.0	100%	0.0	38
9:00 pm	100%	38.0	100%	0.0	38
10:00 pm	95%	36.1	100%	0.0	36
11:00 pm	75%	28.5	85%	0.0	29
12:00 mid	25%	9.5	35%	0.0	10
	100%				

Table 1b: Colorado Restaurant Weekend Parking Needs

	Restaurant				Total Spaces Single Use
	%	Spaces	%	Employees	Hourly Demand
100% Code		38.0		0.0	38
6:00 am	0%	0.0	0%	0.0	0
7:00 am	0%	0.0	20%	0.0	0
8:00 am	0%	0.0	30%	0.0	0
9:00 am	0%	0.0	60%	0.0	0
10:00 am	0%	0.0	75%	0.0	0
11:00 am	15%	5.7	75%	0.0	6
12:00 noon	50%	19.0	75%	0.0	19
1:00 pm	55%	20.9	75%	0.0	21
2:00 pm	45%	17.1	75%	0.0	17
3:00 pm	45%	17.1	75%	0.0	17
4:00 pm	45%	17.1	75%	0.0	17
5:00 pm	60%	22.8	100%	0.0	23
6:00 pm	90%	34.2	100%	0.0	34
7:00 pm	95%	36.1	100%	0.0	36
8:00 pm	100%	38.0	100%	0.0	38
9:00 pm	90%	34.2	100%	0.0	34
10:00 pm	90%	34.2	100%	0.0	34
11:00 pm	90%	34.2	85%	0.0	34
12:00 mid	50%	19.0	50%	0.0	19

Note: City of Stuart Parking Rates with ULI demand curves.

Table 2: Parking Survey
Wed: 7/13/22

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Parking Area											
	1	2	3	4	5	6	7	8	Total	Adjusted	Balance of Available Spaces
Spaces	49	47	63	52	93	126	76	126	632	1.16	
11:00 AM	25	9	46	33	33	103	43	85	377	437	195
12:00 PM	35	9	49	20	34	89	69	99	404	469	163
1:00 PM	35	14	50	31	33	102	69	113	447	519	113
2:00 PM	34	10	52	23	33	94	69	118	433	502	130
5:00 PM	34	10	20	15	23	76	45	116	339	393	239
6:00 PM	37	15	30	4	7	79	72	114	358	415	217
7:00 PM	45	17	26	21	3	113	73	120	418	485	147
8:00 PM	45	18	3	12	4	97	60	117	356	413	219
9:00 PM	36	11	18	2	5	63	70	60	265	307	325
10:00 PM	21	6	8	2	4	27	32	31	131	152	480

Fri: 7/15/22

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Parking Area											
	1	2	3	4	5	6	7	8	Total	Adjusted	Balance of Available Spaces
Spaces	49	47	63	52	93	126	76	126	632	1.16	
11:00 AM	21	8	45	22	42	91	52	103	384	445	187
12:00 PM	29	8	48	34	36	105	71	112	443	514	118
1:00 PM	44	7	47	43	32	114	76	122	485	563	69
2:00 PM	35	14	44	19	58	118	74	122	484	561	71
5:00 PM	43	19	28	10	26	113	75	114	428	496	136
6:00 PM	41	13	18	9	26	126	76	123	432	501	131
7:00 PM	47	27	40	8	28	123	73	124	470	545	87
8:00 PM	49	35	60	20	38	121	73	126	522	606	26
9:00 PM	44	32	48	15	44	113	70	124	490	568	64
10:00 PM	46	20	24	7	29	84	56	95	361	419	213

Sat: 7/16/22

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Parking Area											
	1	2	3	4	5	6	7	8	Total	Adjusted	Balance of Available Spaces
Spaces	49	47	63	52	93	126	76	126	632	1.16	
11:00 AM	38	5	37	8	20	75	57	54	294	341	291
12:00 PM	45	6	37	12	23	91	70	59	343	398	234
1:00 PM	47	6	33	12	25	80	63	70	336	390	242
2:00 PM	45	11	11	10	23	86	63	83	332	385	247
5:00 PM	39	17	25	21	18	126	76	126	448	520	112
6:00 PM	40	23	45	20	29	125	75	126	483	560	72
7:00 PM	49	24	48	17	35	126	74	126	499	579	53
8:00 PM	48	29	49	8	30	111	76	121	472	548	84
9:00 PM	49	20	30	6	22	112	75	119	433	502	130
10:00 PM	44	17	23	5	20	85	73	106	373	433	199



Figure 2

Parking Location

101 S. Colorado Ave. Restaurant

Legend



= Project Location



O'ROURKE
ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, FL 34994

Date: 7.22.2022

NTS

Job Number:



Parking Calculator

Parking = 46 Includes 2 HC

Valet Parking

A = Standard Parking 15 or Angle =

B = Standard Parking 6

C = Parallel @ 20' 6 Cars

D = Parallel @ 20' 14, 6, 6, and 2

2 Against Window use Last 4 Spots for

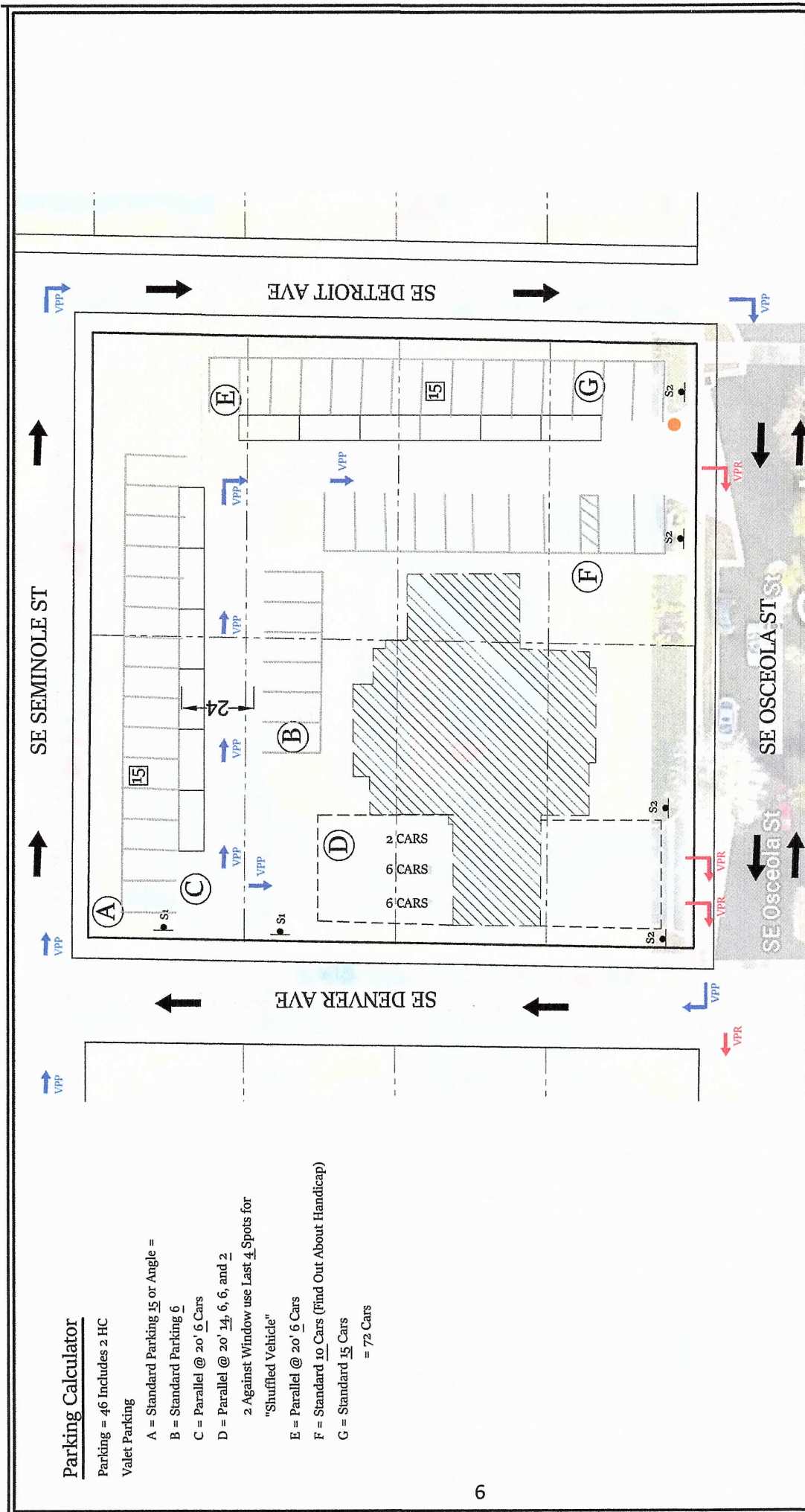
"Shuffled Vehicle"

E = Parallel @ 20' 6 Cars

F = Standard 10 Cars (Find Out About Handicap)

G = Standard 15 Cars

= 72 Cars



22 SE Seminole Street - Stuart, FL 34994 - Tel 772-781-7918

File: SchanbackPrkg-Denver_09.01.22.PDF Date: 09/01/2022

SCALE: 1:30



Project Job No.

LEGEND

- (A) Parking Area
- Road Direction of Travel
- Orange Barrel / Do Not Enter
- Valet Only Entrance
- Valet Path to Park
- Valet Path to Restaurant
- Valet Only Exit

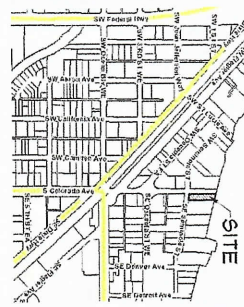
Figure 3

Valet Parking Plan - Enter Denver Ave.

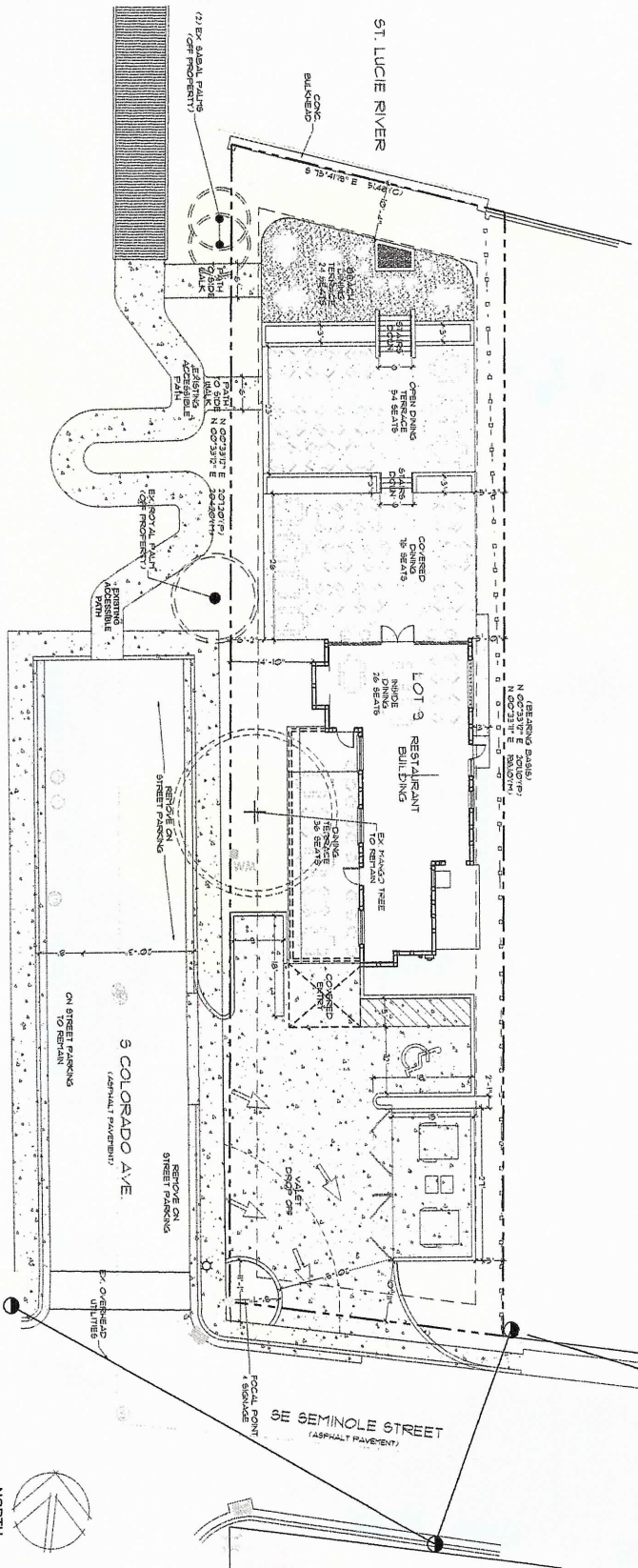
111 SE Osceola Street

ATTACHMENT A

Site Plan

[illegible]

LOT 9, BLOCK 1, PORTERS ADDITION TO TOWN OF STUART, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 71, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS.



Scale: 1" = 10'

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

101 S. Colorado Ave. Restaurant
Stuart, Florida
Site Plan

A-1

Drawn By _____ DMS
Checked By _____ MM
Scale 1/16"=1
Drawing Date 4/22/2022

S-1 of 1

ATTACHMENT B

FDOT Peak Season Factors

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8900 EAST- A1A TO US1

WEEK	DATES	SF	MOCF: 0.92 PSCF
1	01/01/2021 - 01/02/2021	0.98	1.07
2	01/03/2021 - 01/09/2021	0.99	1.08
3	01/10/2021 - 01/16/2021	1.00	1.09
4	01/17/2021 - 01/23/2021	0.98	1.07
5	01/24/2021 - 01/30/2021	0.97	1.05
* 6	01/31/2021 - 02/06/2021	0.95	1.03
* 7	02/07/2021 - 02/13/2021	0.94	1.02
* 8	02/14/2021 - 02/20/2021	0.92	1.00
* 9	02/21/2021 - 02/27/2021	0.92	1.00
*10	02/28/2021 - 03/06/2021	0.91	0.99
*11	03/07/2021 - 03/13/2021	0.91	0.99
*12	03/14/2021 - 03/20/2021	0.90	0.98
*13	03/21/2021 - 03/27/2021	0.91	0.99
*14	03/28/2021 - 04/03/2021	0.92	1.00
*15	04/04/2021 - 04/10/2021	0.92	1.00
*16	04/11/2021 - 04/17/2021	0.93	1.01
*17	04/18/2021 - 04/24/2021	0.94	1.02
*18	04/25/2021 - 05/01/2021	0.95	1.03
19	05/02/2021 - 05/08/2021	0.97	1.05
20	05/09/2021 - 05/15/2021	0.98	1.07
21	05/16/2021 - 05/22/2021	0.99	1.08
22	05/23/2021 - 05/29/2021	1.00	1.09
23	05/30/2021 - 06/05/2021	1.02	1.11
24	06/06/2021 - 06/12/2021	1.03	1.12
25	06/13/2021 - 06/19/2021	1.04	1.13
26	06/20/2021 - 06/26/2021	1.05	1.14
27	06/27/2021 - 07/03/2021	1.05	1.14
28	07/04/2021 - 07/10/2021	1.06	1.15
29	07/11/2021 - 07/17/2021	1.07	1.16
30	07/18/2021 - 07/24/2021	1.07	1.16
31	07/25/2021 - 07/31/2021	1.08	1.17
32	08/01/2021 - 08/07/2021	1.08	1.17
33	08/08/2021 - 08/14/2021	1.09	1.18
34	08/15/2021 - 08/21/2021	1.10	1.20
35	08/22/2021 - 08/28/2021	1.10	1.20
36	08/29/2021 - 09/04/2021	1.10	1.20
37	09/05/2021 - 09/11/2021	1.09	1.18
38	09/12/2021 - 09/18/2021	1.09	1.18
39	09/19/2021 - 09/25/2021	1.08	1.17
40	09/26/2021 - 10/02/2021	1.07	1.16
41	10/03/2021 - 10/09/2021	1.05	1.14
42	10/10/2021 - 10/16/2021	1.04	1.13
43	10/17/2021 - 10/23/2021	1.04	1.13
44	10/24/2021 - 10/30/2021	1.03	1.12
45	10/31/2021 - 11/06/2021	1.03	1.12
46	11/07/2021 - 11/13/2021	1.03	1.12
47	11/14/2021 - 11/20/2021	1.03	1.12
48	11/21/2021 - 11/27/2021	1.02	1.11
49	11/28/2021 - 12/04/2021	1.01	1.10
50	12/05/2021 - 12/11/2021	0.99	1.08
51	12/12/2021 - 12/18/2021	0.98	1.07
52	12/19/2021 - 12/25/2021	0.99	1.08
53	12/26/2021 - 12/31/2021	1.00	1.09

* PEAK SEASON

08-MAR-2022 12:36:27

830UPD

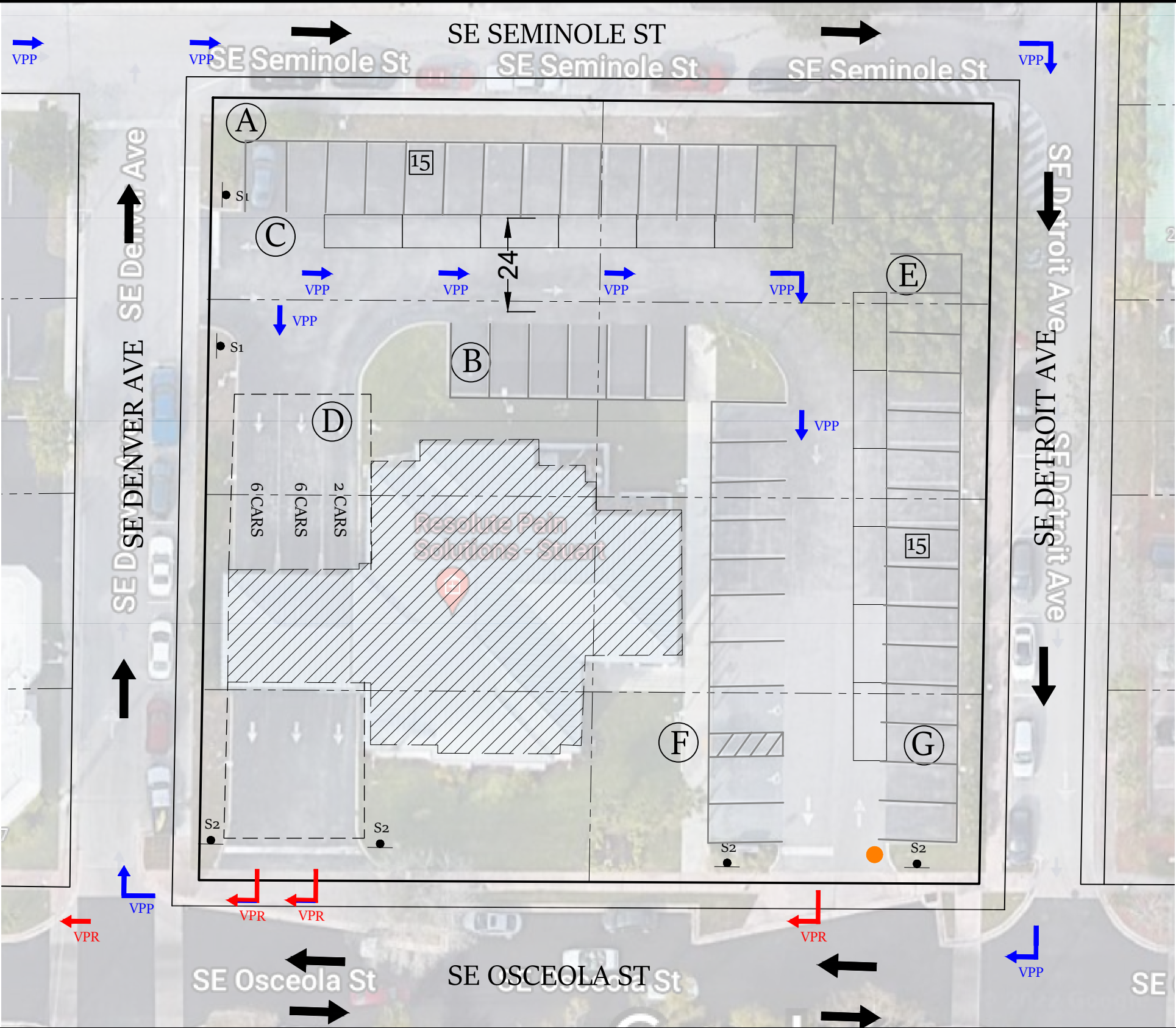
4_8900_PKSEASON.TXT

Parking Calculator

Parking = 46 Includes 2 HC

Valet Parking

- A = Standard Parking 15 or Angle =
- B = Standard Parking 6
- C = Parallel @ 20' 6 Cars
- D = Parallel @ 20' 14, 6, 6, and 2
2 Against Window use Last 4 Spots for "Shuffled Vehicle"
- E = Parallel @ 20' 6 Cars
- F = Standard 10 Cars (Find Out About Handicap)
- G = Standard 15 Cars
= 72 Cars



22 SE Seminole Street ~ Stuart, FL 34994 ~ Tel: 772-781-7918

LEGEND

- (A) Parking Area
- Road Direction of Travel
- Orange Barrel / Do Not Enter
- Valet Only Entrance
- ← VPP Valet Path to Park
- ← VPR Valet Path to Restaurant
- S2 Valet Only Exit

Valet Parking Plan - Enter Denver Ave.
111 SE Osceola Street



May 22, 2023

O'Rourke Engineering & Planning is in receipt of comments made by the City of Stuart related to the 101 Colorado Avenue Restaurant Parking Study. We have responded to comments. However, since a parking exemption is being applied, a revised report is not being submitted to avoid confusion. Our response is as follows.

1. Please revise the peak demand number of parking spaces required to also include the required parking spaces for the number of employees (during the highest shift) of the restaurant according to City of Stuart Land Development Code Sec. 6.01.13.1.

Response: The applicable code is 3.01.03.F.2. which is 1 space per 4 seats and excludes the additional parking for employees.

2. Please clarify which ITE Land Use Code (LUC) is used for the estimation of parking demand as a LUC is not included in the Parking Study.

Response: The City of Stuart urban code was used to calculate the demands, not the ITE rates.

3. Please revise Table 1a and Table 1b to reflect the time-of-day distribution for parking demand for the appropriate LUC in the ITE Parking Generation Manual, 5th Edition.

Response: The time of day distribution was based on Urban Land Institute for casual/fine dining restaurant. The report erroneously stated ITE. The actual demand reflects the field conditions. However, these hourly demands will not be necessary since a parking exemption is being applied.

4. Please clarify why a seasonal factor was applied to the parking demand counts collected in July 2022.

Response: The seasonal factor increased values to reflect that the season has a higher demand than the time period that was actually counted.

5. Please add labels to the main roadways shown in Figure 1 and Figure 2.

Response: Since the parking exemption is being applied, a revised report will not be resubmitted to avoid confusion.

6. Please justify the valet parking assumptions within the Parking Study as these calculations are not provided within the attachments.

Response: The valet analysis was based on the ITE hourly demand. Assumptions for processing times are based on prior experience and studies we have prepared for valet services.



December 20, 2023

City of Stuart
Development Department
Received 12/21/2023
Project# Z22100006

To: Jodi Nentwick-Kugler

From: Susan O'Rourke

Re: 101 Colorado Avenue

O'Rourke Engineering & Planning has received the comments from Kimley-Horn & Associates and offers the following response.

1. Please verify the square footage of the proposed development listed in the report.

Response: The square footage of the proposed development reflected in the report was 1,461 square feet, which is the building footprint. We have added the reference to the "Covered Dining and Entry" and shown the total square footage including the building and covered dining and entry as 3,112 square feet. The analysis has not changed since the analysis was based on the number of seats.

2. Please verify the peak hour volumes utilized for the roadway segment analysis.

Response: The existing peak hour volumes were confirmed to be correct. The project traffic on Seminole Street has been revised.

3. Please provide information regarding the on-site valet and offsite parking. Please provide a queueing analysis showing how/where stacked vehicles will queue.

Response: The parking analysis was provided under separate cover. The analysis showed the peak demand for 38 parking spaces on the weekend. The drop off area queueing analysis has been added on page 8 and 9 of the traffic impact analysis using the peak demand of 38 vehicles arriving in that peak hour. Sufficient queueing space is demonstrated. Based on neighborhood feedback the valet parking may not be implemented.

4. Please verify the daily trip generation volumes.

Response: The daily trip generation has been revised to be consistent with the ITE 11th Edition rate of 2.60 versus 2.67 per seat for Fine Dining Restaurant.

5. Please verify the number of lanes listed in the project impact and link analysis tables.

Response: The number of lanes for Seminole Street and Osceola Street from CR-A1A to Colorado have been revised from 2L to 1L to reflect the one-lane, one-way condition of the segments.

6. Please verify the service volumes used for the project impact and roadway segment analysis. Please utilize the adjustment factors within the FDOT Quality/Level of Service Handbook to adjust the roadway segment service volumes.

Response: The adjustment factors with the FDOT Quality/Level of Service Handbook have been applied to the service volumes of the segments. An impedance factor of 0.5 was also applied to the one-way streets to reflect restricted flow due to impedance of vehicles, and other features on those facilities.

**City of Stuart
Development Department
Received 12/21/2023
Project# Z22100006**



To: Jodi Nentwick-Kugler
Director of Development
City of Stuart Development Department

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc.

ARM

Alex Campano, E.I.
Kimley-Horn and Associates, Inc.

ADC

Date: December 18, 2023

Re: **101 S. Colorado Avenue Restaurant**
Review of Traffic Impact Study

Kimley-Horn has reviewed the Traffic Impact Study (dated December 7, 2023) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. Please find our review comments below pertaining to the development's impacts to adjacent transportation facilities.

1. Please verify the square footage of the proposed development listed in the report.
2. Please verify the peak hour volumes utilized for the roadway segment analysis.
3. Please provide information regarding the on-site valet and offsite parking. Please provide a queueing analysis showing how/where stacked vehicles will queue.
4. Please verify the daily trip generation volumes.
5. Please verify the number of lanes listed in the project impact and link analysis tables.
6. Please verify the service volumes used for the project impact and roadway segment analysis. Please utilize the adjustment factors within the FDOT Quality/Level of Service Handbook to adjust the roadway segment service volumes.

Thank you for the opportunity to assist the City of Stuart in reviewing this project. Please contact us if you have any questions or need additional information.



To: Jodi Nentwick-Kugler
Director of Development
City of Stuart Development Department

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc.

ARM

Alex Campano, E.I.
Kimley-Horn and Associates, Inc.

ADC

Date: January 8, 2024

Re: **101 S. Colorado Avenue Restaurant**
Final Review of Traffic Analysis

Kimley-Horn has reviewed the traffic impact study (revised December 19, 2023) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The proposed project consists of approximately 3,000 square feet of dining area with a total of 150 seats. The site is generally located northeast of the Seminole Street at Colorado Avenue intersection in the City of Stuart.

The total net new trip generation potential for the proposed development is 390 daily trips, 3 (2 entering / 1 exiting) AM peak hour trips, and 42 (28 entering / 14 exiting) PM peak hour trips.

A prior parking analysis was performed for the proposed development. Existing parking in the surrounding area was analyzed to assess if there's sufficient parking available to accommodate the proposed development. Existing parking facilities are sufficient to accommodate standard weekday demand. However additional parking will be provided via valet (72 spaces) or self-parking (46 spaces) in order to accommodate peak demand during the Friday and Saturday evening peak periods.

Access to the site will be provided via the existing roadway network in the surrounding area. Based on the expected project impact the existing transportation infrastructure external to the site should be sufficient to accommodate the proposed development.

Thank you for the opportunity to assist the City of Stuart in reviewing this project. Please contact us if you have any questions or need additional information.



O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS
FOR
101 S. Colorado Ave. Restaurant

Prepared For:

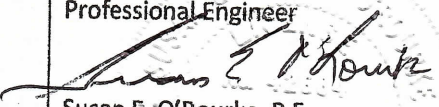
Mr. Nik Schroth
100 S.W. Albany Ave. Ste 200
Stuart, FL 34994

Prepared By:

O'Rourke Engineering & Planning
3725 SE Ocean Blvd. Suite 201
Stuart, FL 34996
(772)781-7918

December 7, 2023
Revised December 19, 2023

MR22071.1

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Blvd. Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 12/19/2023 License #: 42684
---	--



December 7, 2023

Mr. Nik Schroth
100 S.W. Albany Ave., Ste 200
Stuart, FL 34994

Re: 101 S. Colorado Ave. Restaurant

Dear Mr. Schroth:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed restaurant to be located east of Colorado Avenue in Stuart, Martin County. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING

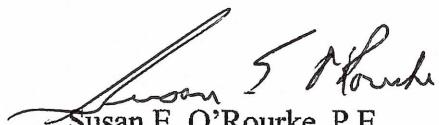

Susan E. O'Rourke, P.E.
President

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INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed restaurant development on Colorado Avenue at Seminole Street. **Figure 1** illustrates the project location. The site was previously a therapist office. **Appendix A** includes the project site plan.

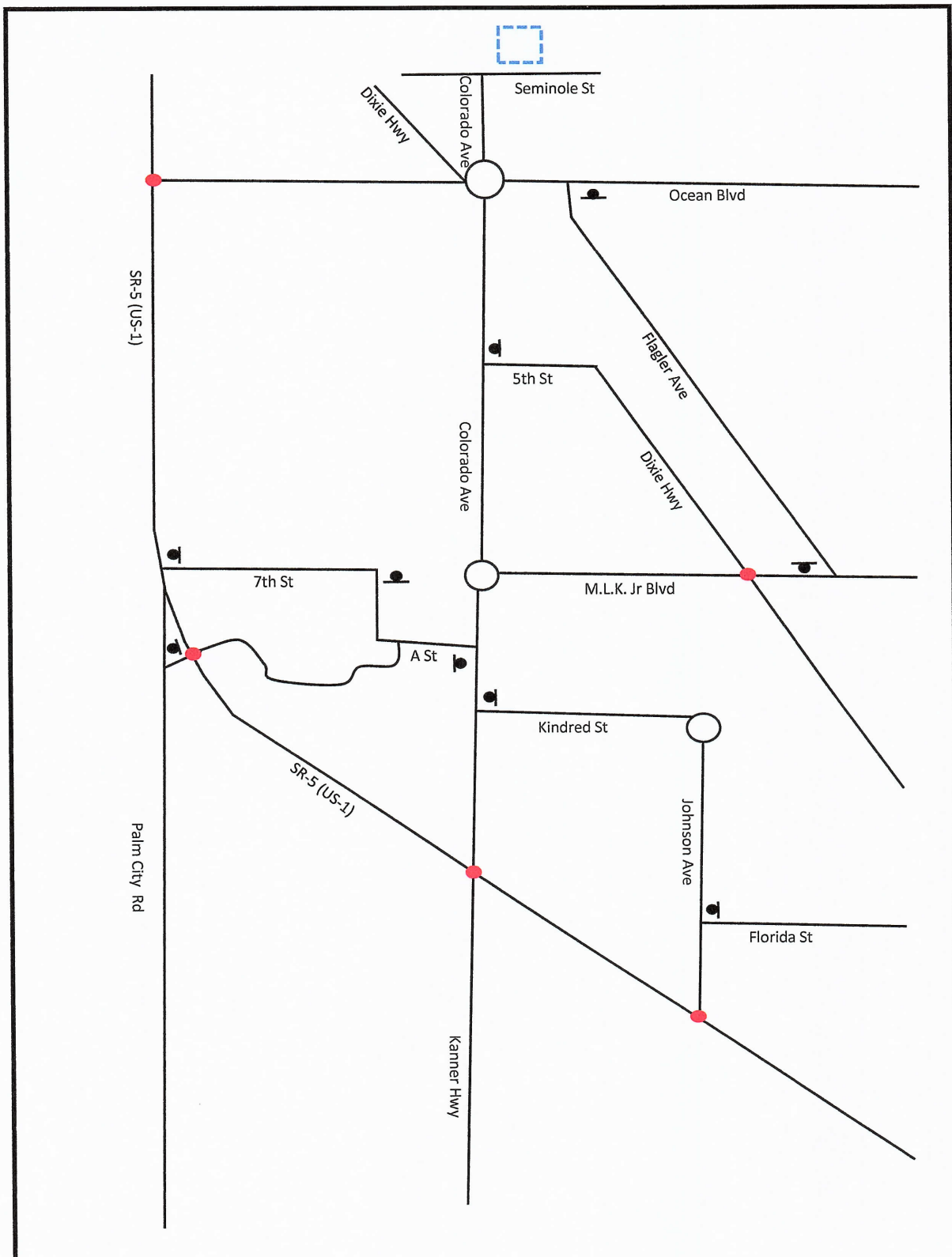
PROJECT DESCRIPTION

The project site is located on the east side of Colorado Avenue north of SE Seminole Street in Stuart. The site will utilize existing parking supplemented with valet service. The development consists of 1,461 square feet of building for the restaurant plus an additional 1,651 square feet of covered dining and entry for a total of 3,112 square feet, with 150 seats inclusive of inside and outside seating. The project will have access via a driveway on Colorado Avenue. The project is expected to be built out by 2024.

Trip Generation — ITE Trip Generation rates from the 11th Edition were applied to the uses.

The trip generation of the site is summarized in **Table 1**.

As shown, the project will generate 390 daily trips, 3 AM peak hour trips and 42 PM peak hour trips.



  NTS 3725 SE Ocean Blvd. Suite 201 Stuart, FL 34996 Job #: MR22071.1 Date: 11/20/2023	Legend  = Project Location  = Signalized Intersection  = Stop Sign	Figure 1 Project Location 101 S. Colorado Ave. Restaurant
--	--	---

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Fine Dining Restaurant	931	150	Seats	T = 2.60(X)	50%	50%	195	195	390
TOTALS							195	195	390

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Fine Dining Restaurant	931	150	Seats	T = 0.02(X)	52%	48%	2	1	3
TOTALS							2	1	3

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Fine Dining Restaurant	931	150	Seats	T = 0.28(X)	67%	33%	28	14	42
TOTALS							28	14	42

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

To determine the project impact in 2024, the project traffic was assigned to the network. **Figure 2** illustrates the project assignment. Although the project is not significant on any links, the link analysis was included for informational purposes. The existing counts, capacity and growth rates were taken from the Martin County 2022 Roadway Level of Service Inventory Report and counts made on Colorado Avenue. **Table 2** summarizes the Project Percent Impact and **Table 3** summarizes the impact on the link. Table 3 demonstrates the links will operate at an acceptable LOS at buildout.

The applicable pages from the Martin County 2022 Roadway Level of Service Inventory Report and the intersection turning movement count data are included in **Attachment B**.

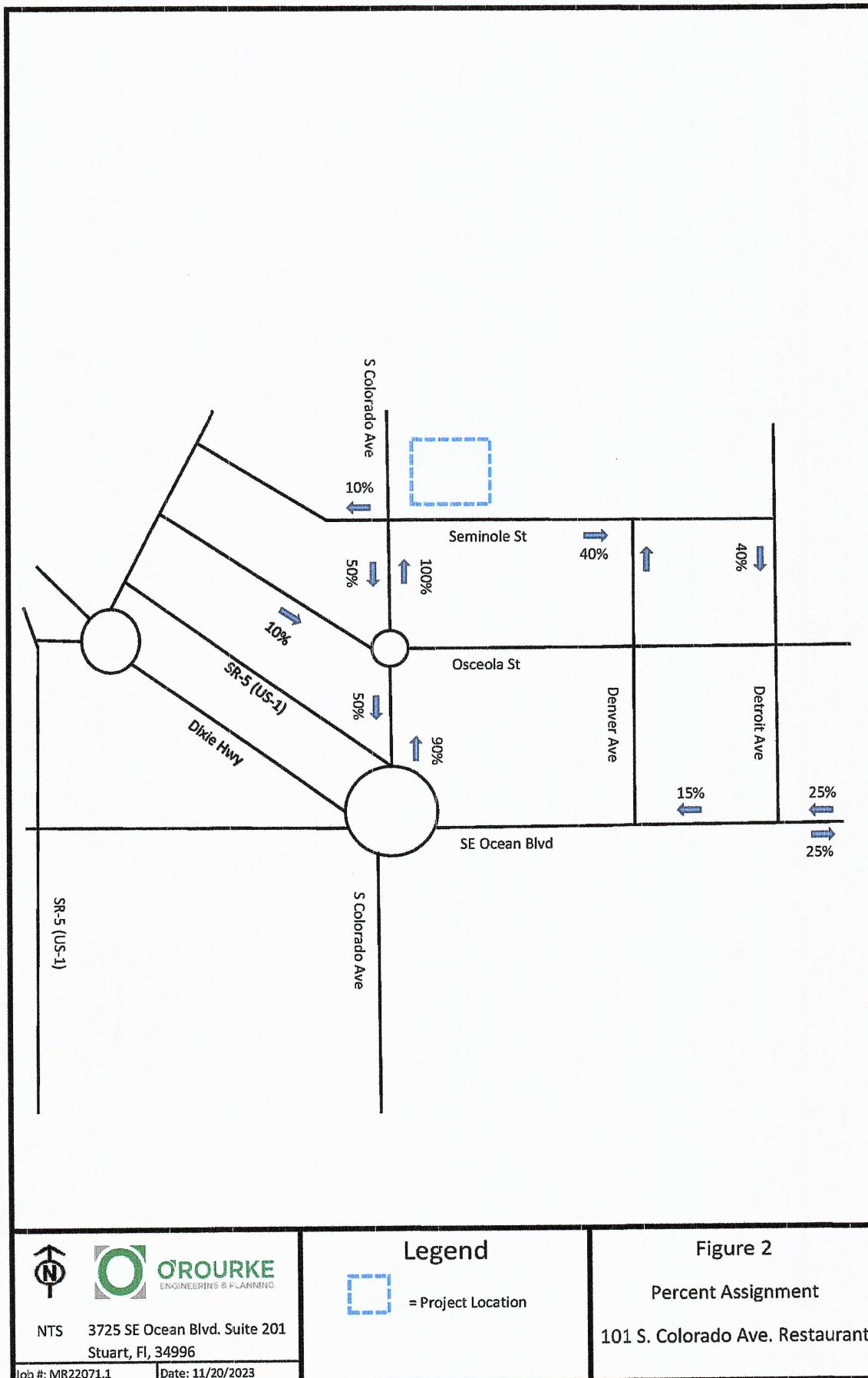


Table 2a: Percent Impact - AM Peak Hour

Segment	From	To	Direction	Lanes	Is Project Traffic 5% or More of Capacity?	LOS D/E Directional Peak Hour (1)	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave.	Ocean Blvd.	Seminole	NB IN	2L	no	860 ⁽³⁾	2	100%	0.23%
	Ocean Blvd.	Seminole	SB OUT	2L	no	860 ⁽³⁾	1	50%	0.12%
	US 1	Ocean Blvd	NB IN	2L ⁽²⁾	no	1,120 ⁽⁴⁾	2	90%	0.18%
	US 1	Ocean Blvd	SB OUT	2L ⁽²⁾	no	1,120 ⁽⁴⁾	1	50%	0.09%
Ocean Blvd.	US 1	Colorado	EB IN	2L	no	860 ⁽³⁾	0	0%	0.00%
	US 1	Colorado	WB OUT	2L	no	860 ⁽³⁾	0	0%	0.00%
	Colorado	Detroit	EB IN	2L	no	1,120 ⁽⁴⁾	0	0%	0.00%
	Colorado	Detroit	WB OUT	2L	no	1,120 ⁽⁴⁾	0	15%	0.00%
	Detroit	Illinois Ave.	EB OUT	2L	no	1,120 ⁽⁴⁾	0	25%	0.00%
	Detroit	Illinois Ave.	WB IN	2L	no	1,120 ⁽⁴⁾	1	25%	0.09%
Seminole St.	Colorado Ave	Detroit	EB OUT	1L	no	640 ⁽⁵⁾	0	40%	0.00%
Osceola St.	CR-A1A (Dixie Hwy)	Colorado	EB IN	1L	no	640 ⁽⁵⁾	0	10%	0.00%
	CR-A1A (Dixie Hwy)	Colorado	WB OUT	1L	no	640 ⁽⁵⁾	0	10%	0.00%
	Colorado	Detroit	EB IN	2L	no	860 ⁽³⁾	0	0%	0.00%
	Colorado	Detroit	WB OUT	2L	no	860 ⁽³⁾	0	0%	0.00%

(1) 2023 FDOT Quality Level of Service Handbook Tables LOS E

(2) Some sections of this segment are 4L, 2L capacity was used.

(3) 1,190 * 0.90 for Non-State Roadways * 0.80 for Undivided, No Exclusive Left Turn Lanes ≈ 860

(4) 1,190 * 0.90 for Non-State Roadways * 1.05 for Divided with Exclusive Left Turn Lanes ≈ 1,120

(5) 1,190 * 0.9 for Non-State Roadways * 1.2 for One-Way Facilities * 0.5 Impedence Factor ≈ 640

In: 2
Out: 1

Table 2b: Percent Impact - PM Peak Hour

Segment	From	To	Direction	Lanes	Is Project Traffic 5% or More of Capacity?	LOS E Directional Peak Hour (1)	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave.	Ocean Blvd.	Seminole	NB IN	2L	no	860 ⁽³⁾	28	100%	3.26%
	Ocean Blvd.	Seminole	SB OUT	2L	no	860 ⁽³⁾	7	50%	0.81%
	US 1	Ocean Blvd	NB IN	2L ⁽²⁾	no	1,120 ⁽⁴⁾	25	90%	2.23%
	US 1	Ocean Blvd	SB OUT	2L ⁽²⁾	no	1,120 ⁽⁴⁾	7	50%	0.63%
Ocean Blvd.	US 1	Colorado	EB IN	2L	no	860 ⁽³⁾	0	0%	0.00%
	US 1	Colorado	WB OUT	2L	no	860 ⁽³⁾	0	0%	0.00%
	Colorado	Detroit	EB IN	2L	no	1,120 ⁽⁴⁾	0	0%	0.00%
	Colorado	Detroit	WB OUT	2L	no	1,120 ⁽⁴⁾	2	15%	0.18%
	Detroit	Illinois Ave.	EB OUT	2L	no	1,120 ⁽⁴⁾	4	25%	0.36%
	Detroit	Illinois Ave.	WB IN	2L	no	1,120 ⁽⁴⁾	7	25%	0.63%
Seminole St.	Colorado Ave	Detroit	EB OUT	1L	no	640 ⁽⁵⁾	6	40%	0.94%
Osceola St.	CR-A1A (Dixie Hwy)	Colorado	EB IN	1L	no	640 ⁽⁵⁾	0	10%	0.00%
	CR-A1A (Dixie Hwy)	Colorado	WB OUT	1L	no	640 ⁽⁵⁾	0	10%	0.00%
	Colorado	Detroit	EB IN	2L	no	860 ⁽³⁾	0	0%	0.00%
	Colorado	Detroit	WB OUT	2L	no	860 ⁽³⁾	0	0%	0.00%

(1) 2023 FDOT Quality Level of Service Handbook Tables LOS E

(2) Some sections of this segment are 4L, 2L capacity was used.

(3) 1,190 * 0.90 for Non-State Roadways * 0.80 for Undivided, No Exclusive Left Turn Lanes ≈ 860

(4) 1,190 * 0.90 for Non-State Roadways * 1.05 for Divided with Exclusive Left Turn Lanes ≈ 1,120

(5) 1,190 * 0.9 for Non-State Roadways * 1.2 for One-Way Facilities * 0.5 Impedence Factor ≈ 640

In: 28
Out: 14

Table 3a: Link Analysis - AM Peak Hour

Segment	From	To	Direction	Lanes	Is Project Traffic 5% or More of Capacity?	2023 Volume Peak Hour (2)	Growth Rate (3)	2024 Volume Peak Hour Peak Direction	LOS D (1)	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave.	Oscola	Seminole	NB	2L	no	136	1.010	137	860	2	100%	0.23%	139	Yes
	Oscola	Seminole	SB	2L	no	2	1.010	2	860	1	50%	0.12%	3	Yes
Seminole St.	Colorado	Detroit	EB	1L	no	36	1.010	36	640	0	40%	0.18%	36	Yes

(1) 2023 FDOT Multimodal Quality/Level of Service Handbook

(2) From Turning Movement Counts

(3) Growth Rate from FDOT Traffic on-line

In: 2

Out: 1

Years Grown: 1

Table 3b: Link Analysis - PM Peak Hour

Segment	From	To	Direction	Lanes	Is Project Traffic 5% or More of Capacity?	2023 Volume Peak Hour (2)	Growth Rate (3)	2024 Volume Peak Hour Peak Direction	LOS D (1)	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave.	Oscola	Seminole	NB	2L	no	244	1.010	246	860	28	100%	3.26%	274	Yes
	Oscola	Seminole	SB	2L	no	13	1.010	13	860	7	50%	0.81%	20	Yes
Seminole St.	Colorado	Detroit	EB	1L	no	31	1.010	31	640	6	40%	2.23%	37	Yes

(1) 2023 FDOT Multimodal Quality/Level of Service Handbook Tables

(2) From Turning Movement Counts

(3) Growth Rate from FDOT Traffic on-line

In: 28

Out: 14

Years Grown: 1

INTERSECTION ANALYSIS

Turning movement counts were made at Colorado Avenue and Seminole Street and Colorado Avenue and Osceola Street. Highway Capacity Software (HCS) was used to determine the level of service for the existing, 2024 without project and 2024 with project. The City of Stuart's Comprehensive Plan states that a level of service of E is an acceptable level of service. **Table 4** summarizes the results of the intersection analysis.

Table 4: Intersection Level of Service

	Colorado/ Seminole				Colorado/Osceola			
	AM		PM		AM		PM	
Existing	7.6	A	9	A	3.6	A	5.2	A
Background	7.6	A	9	A	3.6	A	5.3	A
Project	7.6	A	9.1	A	3.7	A	5.4	A

The HCS analyses are included **Appendix C**.

Colorado Avenue and Seminole Street – The unsignalized intersection was counted on November 29, 2023. The level of service remains within an acceptable level of service for all scenarios.

Colorado Avenue and Osceola Street – The roundabout was counted on November 29, 2023. This intersection is the primary entrance to the project. The level of service remains within an acceptable level of service for all scenarios.

DROP-OFF

The project will have access to Colorado Avenue and Seminole Street. There is no parking on site. Area parking will be used supplemented with drop-off and valet. Patrons enter the drop-off/valet area from Seminole Street and exit on to Colorado Avenue.

The Parking Analysis under separate cover shows the peak demand for 38 vehicles on the weekend. Divided into 5 minute increments, a maximum of 4 vehicles would enter the valet in a five-minute period. Since 4 vehicles can be processed every 5 minutes during the peak, we need the queueing for the 4 spaces. The restaurant drop-off can provide queueing for 5 vehicles; therefore, the drop-off area is sufficient. **Table 5** provides the weekend queueing analysis. Based on the neighborhood meetings, the valet parking may not be implemented.

CONCURRENCY REVIEW/ CONCLUSION

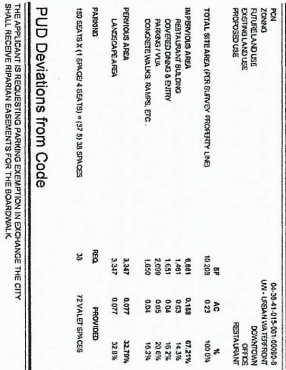
The restaurant will have a traffic impact of 3 AM peak hour trips and 42 PM peak hour trips. These trips will not cause levels of service to fall below acceptable levels in the future.

Table 5: Weekend Peak Queue Analysis

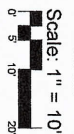
Time	Arrival Rate	Vehicles	Processing Time	Positions	Minutes	Vehicles Serviced Per Period	
7:00 to 8:00 PM		36	2.5	2	5	4.0	
8:00 to 9:00 PM		38					
	Percent of Vehicles	Vehicles Arriving	Queue (Vehicles)	1			
7:00 to 7:05 PM	6%	3	0				
7:05 to 7:10 PM	6%	3	0				
7:10 to 7:15 PM	6%	3	0				
7:15 to 7:20 PM	6%	3	0				
7:20 to 7:25 PM	8%	3	0				
7:25 to 7:30 PM	8%	3	0				
7:30 to 7:35 PM	8%	3	0				
7:35 to 7:40 PM	8%	3	0				
7:40 to 7:45 PM	8%	3	0				
7:45 to 7:50 PM	12%	4	0				
7:50 to 7:55 PM	12%	4	0				
7:55 to 8:00 PM	12%	4	0				
8:00 to 8:05 PM	12%	4	0				
8:05 to 8:10 PM	12%	4	0				
8:10 to 8:15 PM	12%	4	0				
8:15 to 8:20 PM	8%	3	0				
8:20 to 8:25 PM	8%	3	0				
8:25 to 8:30 PM	8%	3	0				
8:30 to 8:35 PM	8%	3	0				
8:35 to 8:40 PM	8%	3	0				
8:40 to 8:45 PM	6%	3	0				
8:45 to 8:50 PM	6%	3	0				
8:50 to 8:55 PM	6%	3	0				
8:55 to 9:00 PM	6%	3	0				
Total Vehicles		78		100%			

APPENDIX A

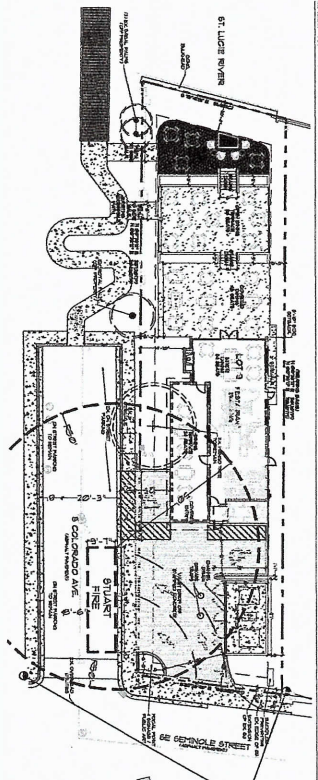
Site Plan



LOT 9, BLOCK 1, PORTER'S ADDITION TO TOWN OF STUART, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 71, PALM BEACH (NOW MARTIN COUNTY, FLORIDA PUBLIC RECORDS).



SCALE: 1"=20'



A-1

LAND PLANNING
AND DESIGN

McCARTY & ASSOCIATES



772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Daniel
McRae
Suggs, PLA

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LA 6667100
1000 P. O. BOX 1177
SLATERSVILLE, MISSISSIPPI 39369
DATE: 08/25/2017
BY: J. GORDON

Drawn By _____ DMS
 Checked By _____ MM
 Scale _____ 1"=10'
 Drawing Date _____ 4/22/2022
 _____ 6/29/2022
 _____ 10/6/2022 11/12/2022
 _____ 4/20/2023 8/14/2023
 _____ 11/17/2023

S-1 of 1

APPENDIX B

Martin County 2022 Roadway Level of Service Inventory Report

FDOT Traffic Online-Growth on Colorado

2023 FDOT Multimodal Quality/Level of Service Handbook

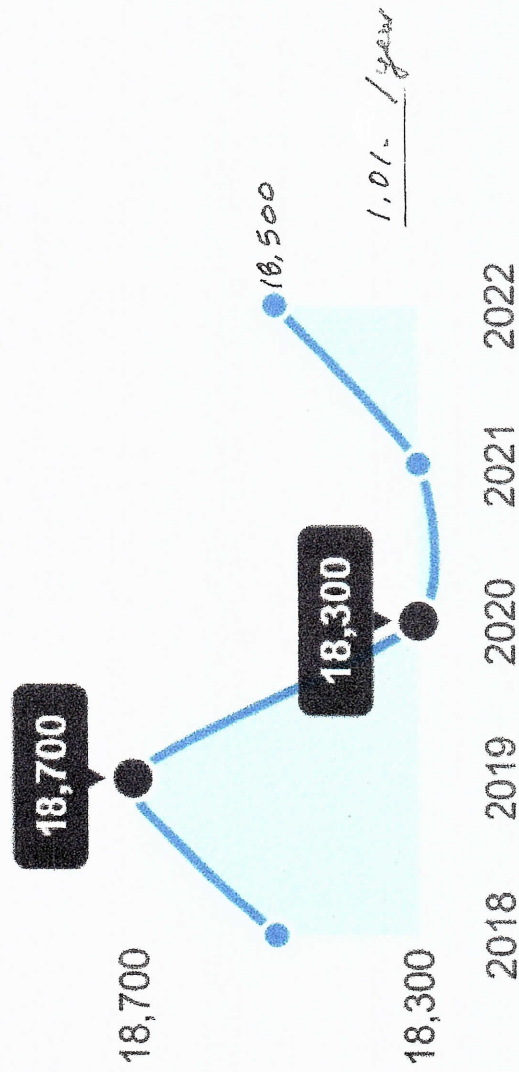
Martin County 2022 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2022 Average Annual Daily Traffic	2022 Peak Hour Directional Volume	2022 Generalized LOS	Avg. Annual Growth Rate
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	4,716	278	C	1.6%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	6,306	313	C	5.6%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	1,654	102	C	0.5%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	5,422	281	C	0.5%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	8,515	682	D	0.5%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	8,750	525	D	0.5%
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	11,275	586	C	0.5%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	6,087	253	C	4.7%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	2,074	100	C	2.7%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	8,026	435	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	7,419	391	D	0.5%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,599	242	C	4.6%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	9,986	598	TCEA	0.5%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	10,016	590	D	3.3%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,000	450	D	0.5%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	8,267	434	C	1.0%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,348	535	D	0.5%
Salerno Rd	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	9,215	430	TCEA	0.5%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,533	335	TCEA	0.5%
Seabranh Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,122	303	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,978	448	D	1.1%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	2,654	131	C	6.5%

Segments with shaded LOS require additional analysis.

The peaks are: Cove Road (PM/EB)

Historical AADT x



Colorado Ave
 FDOT Traffic Online.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

* Cannot be achieved using table input value defaults.

*** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.



(C2T-Rural Town)

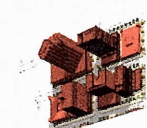


(C4-Urban General)

B-3



(C5-Urban Center)



(C6-Urban Core)

ATTACHMENT C

Driveway Analysis

TURNING MOVEMENT VOLUME COUNTS

CONTROL: Roundabout

E/W STREET: Osceola St

Colorado Ave

N/S STREET:

FILENAME: 11/29/2023

DAY: Wednesday

CITY: Stuart

Existing

COUNT/DATE: 11/30/2023

ANALYSIS YEAR: 2023

Report Date

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
7:00-7:15	0	11	9	0	0	0	2	6	5	11	0	6	50	240		
7:15-7:30	0	17	15	0	0	0	3	4	4	13	0	5	61	253		
7:30-7:45	0	14	12	0	1	0	0	7	6	19	0	5	66	254		
7:45-8:00	0	20	10	2	0	0	1	8	6	10	0	6	63	257		
8:00-8:15	0	19	9	0	1	0	1	5	5	15	0	8	63	259		
8:15-8:30	0	14	10	0	0	0	3	6	5	16	0	8	62			
8:30-8:45	0	24	9	1	0	0	1	8	6	11	0	9	69			
8:45-9:00	0	19	16	0	0	0	3	10	2	6	0	9	65			

AM PEAK HOUR IS FROM: 8:00AM TO 9:00AM																
Volumes	0	76	44	1	1	0	8	29	18	48	0	34	259			
Season Factor	0	87	51	1	1	0	9	33	21	55	0	39	298			
Growth	0	87	51	1	1	0	9	33	21	55	0	39	298			
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-			
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total	0	87	51	1	1	0	9	33	21	55	0	39	298			

Colorado Ave & Osceola St Existing

C-1

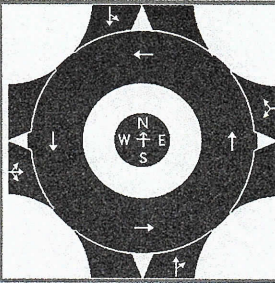
15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
4:00-4:15	0	19	13	0	1	0	7	13	14	29	0	21	117	534		
4:15-4:30	0	23	11	1	0	0	5	16	10	44	0	24	134	569		
4:30-4:45	0	19	16	0	1	0	6	13	12	43	0	19	129	568		
4:45-5:00	0	25	18	2	3	0	4	18	9	51	0	24	154	566		
5:00-5:15	0	26	17	0	4	0	8	17	8	43	0	29	152	531		
5:15-5:30	0	25	18	1	2	0	4	11	14	35	0	23	133			
5:30-5:45	0	17	19	0	0	0	8	9	8	42	0	24	127			
5:45-6:00	0	11	11	13	1	0	7	8	13	36	0	19	119			

PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM																
Volumes	0	93	62	3	8	0	23	64	39	181	0	96	569			
Season Factor	0	107	71	3	9	0	26	74	45	208	0	110	654			
Growth	0	107	71	3	9	0	26	74	45	208	0	110	654			
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-			
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total	0	107	71	3	9	0	26	74	45	208	0	110	654			

HCS Roundabouts Report

General Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2023
Time Analyzed	AM Peak Hour
Project Description	Existing



Site Information

Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.94
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	9	33	21	0	55		39	0		87	51	0	1	1	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (v _{PCT}), pc/h	0	10	36	23	0	60		43	0		95	56	0	1	1	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		69			103			151			2	
Entry Volume, veh/h		67			100			147			2	
Circulating Flow (v_c), pc/h	62			105			47			60		
Exiting Flow (v_{ex}), pc/h	93			0			148			84		
Capacity (C_{pce}), pc/h		1295			1240			1315			1298	
Capacity (c), veh/h		1258			1204			1277			1260	
v/c Ratio (x)		0.05			0.08			0.11			0.00	

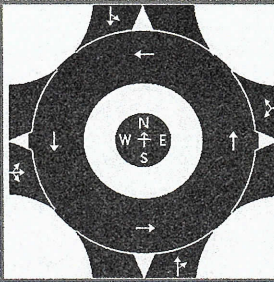
Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		3.3			3.7			3.8			2.9	
Lane LOS		A			A			A			A	
95% Queue, veh		0.2			0.3			0.4			0.0	
Approach Delay, s/veh LOS	3.3		A		3.7		A		3.8		A	
Intersection Delay, s/veh LOS	3.6						A					

HCS Roundabouts Report

General Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2023
Time Analyzed	PM Peak Hour
Project Description	Existing



Site Information

Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.92
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	26	74	45	0	208		110	0		107	71	0	3	9	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (v_{pce}), pc/h	0	29	83	50	0	233		123	0		120	79	0	3	10	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		162			356			199			13	
Entry Volume, veh/h		157			346			193			13	
Circulating Flow (v_c), pc/h	246			149			115			233		
Exiting Flow (v_{ex}), pc/h	165			0			272			293		
Capacity (C_{pce}), pc/h		1074			1185			1227			1088	
Capacity (c), veh/h		1042			1151			1192			1056	
v/c Ratio (x)		0.15			0.30			0.16			0.01	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.8			6.0			4.4			3.5	
Lane LOS		A			A			A			A	
95% Queue, veh		0.5			1.3			0.6			0.0	
Approach Delay, s/veh LOS	4.8	A		6.0	A		4.4	A		3.5	A	
Intersection Delay, s/veh LOS	5.2						A					

TURNING MOVEMENT VOLUME COUNTS

N/S STREET Colorado Ave
 FILENAME 11/29/2023
 COUNT DATE 11/30/2023
 REPORT DATE
 DAY Wednesday
 ANALYSIS YEAR 2024
 CITY Stuart
 Background
 E/W STREET Oscoda St
 CONTROL Roundabout

15 Min Period	Northbound				Southbound				Eastbound				Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	WBL	WBT	WBR	
7:00-7:15	0	11	9	0	0	0	2	6	5	11	0	6	50	240	0	0	240
7:15-7:30	0	17	15	0	0	0	3	4	4	13	0	5	61	253	0	0	253
7:30-7:45	0	14	12	0	1	0	2	7	6	19	0	5	66	254	0	0	254
7:45-8:00	0	20	10	2	0	0	1	8	6	10	0	6	63	257	0	0	257
8:00-8:15	0	19	9	0	1	0	1	5	5	15	0	8	63	259	0	0	259
8:15-8:30	0	14	10	0	0	0	3	6	5	16	0	8	62	262	0	0	262
8:30-8:45	0	24	9	1	0	0	1	8	6	11	0	9	69	269	0	0	269
8:45-9:00	0	19	16	0	0	0	3	10	2	6	0	9	65	265	0	0	265

AM PEAK HOUR IS FROM:

8:00AM TO 9:00AM
 Volumes 76 44 1 1 0 8 29 18 48 0 34 259
 Season Factor 87 51 1 1 0 9 33 21 55 0 39 298
 Growth 88 51 1 1 0 9 34 21 56 0 39 301
 In/Out - - - - - - - - - - - -
 Percentage 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT 0 0 0 0 0 0 0 0 0 0 0 0
 Total 0 88 51 1 1 0 9 34 21 56 0 39 301

PHF 0.94
 Seasonal Factor 1.15
 Growth Rate 1.01
 Years Grown 1
 Trips In 0
 Trips Out 0

AM
 9
 34
 21
 64
 0
 88
 51
 139

2
 137
 1
 1
 1
 1
 1
 1
 139

95
 86
 56
 0
 39
 0
 0
 0

Colorado Ave & Oscoda St
 Background

15 Min Period Lanes	Northbound				Southbound				Eastbound				Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	WBL	WBT	WBR	
4:00-4:15	0	19	13	0	1	0	7	13	14	29	0	21	117	534	0	0	534
4:15-4:30	0	23	11	1	0	0	5	16	10	44	0	24	134	569	0	0	569
4:30-4:45	0	19	16	0	1	0	6	13	12	43	0	19	129	568	0	0	568
4:45-5:00	0	25	18	2	3	0	4	18	9	51	0	24	154	566	0	0	566
5:00-5:15	0	26	17	0	4	0	8	17	8	43	0	29	152	531	0	0	531
5:15-5:30	0	25	18	1	2	0	4	11	14	35	0	23	133	533	0	0	533
5:30-5:45	0	17	19	0	0	0	8	9	8	42	0	24	127	527	0	0	527
5:45-6:00	0	11	11	13	1	0	7	8	13	36	0	19	119	519	0	0	519

PM PEAK HOUR IS FROM:

4:15PM TO 5:15PM
 Volumes 93 62 3 8 0 23 64 39 181 0 96 569
 Season Factor 107 71 3 9 0 26 74 45 208 0 110 654
 Growth 108 72 3 9 0 27 74 45 210 0 112 661
 In/Out - - - - - - - - - - - -
 Percentage 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT 0 0 0 0 0 0 0 0 0 0 0 0
 Total 0 108 72 3 9 0 27 74 45 210 0 112 661

PHF 0.92
 Seasonal Factor 1.15
 Growth Rate 1.01
 Years Grown 1
 Trips In 0
 Trips Out 0

PM
 27
 74
 45
 146
 0
 108
 72
 180

13
 246
 0
 9
 3
 3
 3
 3

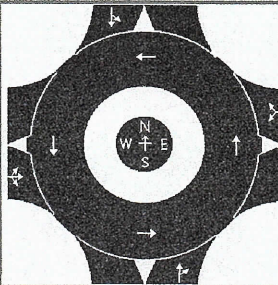
322
 150
 210
 0
 112
 0
 0
 0

HCS Roundabouts Report

General Information

Site Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Time Analyzed	AM Peak Hour
Project Description	Background without Project



Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.94
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	9	34	21	0	56		39	0		88	51	0	1	1	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (v _{pcu}), pc/h	0	10	37	23	0	61		43	0		96	56	0	1	1	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v _e), pc/h		70			104			152			2	
Entry Volume, veh/h		68			101			148			2	
Circulating Flow (v _c), pc/h	63			106			48			61		
Exiting Flow (v _{ex}), pc/h	94			0			149			85		
Capacity (c _{pce}), pc/h		1294			1239			1314			1297	
Capacity (c), veh/h		1256			1203			1276			1259	
v/c Ratio (x)		0.05			0.08			0.12			0.00	

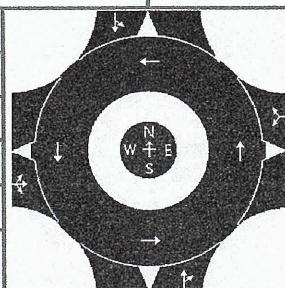
Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		3.3			3.7			3.8			2.9	
Lane LOS		A			A			A			A	
95% Queue, veh		0.2			0.3			0.4			0.0	
Approach Delay, s/veh LOS	3.3		A		3.7		A		3.8		A	
Intersection Delay, s/veh LOS	3.6						A					

HCS Roundabouts Report

General Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Time Analyzed	PM Peak Hour
Project Description	Background without Project



Site Information

Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.92
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	27	74	45	0	210		112	0		108	72	0	3	9	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (V_{PCE}), pc/h	0	30	83	50	0	235		125	0		121	81	0	3	10	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v _e), pc/h		163			360			202			13	
Entry Volume, veh/h		158			350			196			13	
Circulating Flow (v _c), pc/h	248			151			116			235		
Exiting Flow (v _e), pc/h	167			0			276			295		
Capacity (C _{pce}), pc/h		1072			1183			1226			1086	
Capacity (c), veh/h		1040			1149			1190			1054	
v/c Ratio (x)		0.15			0.30			0.16			0.01	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.8			6.0			4.4			3.5	
Lane LOS		A			A			A			A	
95% Queue, veh		0.5			1.3			0.6			0.0	
Approach Delay, s/veh LOS	4.8	A		6.0	A		4.4	A		3.5	A	
Intersection Delay, s/veh LOS	5.3						A					

TURNING MOVEMENT VOLUME COUNTS

N/S STREET Colorado Ave
FILENAME Bedner Farms
COUNT DATE 11/29/2023
REPORT DATE 11/30/2023
DAY Wednesday
ANALYSIS YEAR 2024
E/W STREET Osceola St
CITY Stuart
CONTROL Roundabout
Future Total

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
7:00-7:15	0	11	9	0	0	0	2	6	5	11	0	6	50	240		
7:15-7:30	0	17	15	0	0	0	3	4	4	13	0	5	61	253		
7:30-7:45	0	14	12	0	1	0	2	7	6	19	0	5	66	254		
7:45-8:00	0	20	10	2	0	0	1	8	6	10	0	6	63	257		
8:00-8:15	0	19	9	0	1	0	1	5	5	15	0	8	63	259		
8:15-8:30	0	14	10	0	0	0	3	6	5	16	0	8	62			
8:30-8:45	0	24	9	1	0	0	1	8	6	11	0	9	69			
8:45-9:00	0	19	16	0	0	0	3	10	2	6	0	9	65			

AM PEAK HOUR IS FROM:
Volumes 0 76 44 1 1 0 8 29 18 48 0 34 259
Season Factor 0 87 51 1 1 0 9 33 21 55 0 39 298
Growth 0 88 51 1 1 0 9 34 21 56 0 39 301
In/Out - IN - - OUT - - -
Percentage 0% 90% 0% 0% 50% 0% 0% 0% 0% 0% 0% 0%
PROJECT 0 2 0 0 1 0 0 0 0 0 0 0 3
Total 0 90 51 1 2 0 9 34 21 56 0 39 303

PHF 0.94
Seasonal Factor 1.15
Growth Rate 1.01
Years Grown 1
Trips In 2
Trips Out 1

← 0
9
34
21
64 →
39
0
56
AM
90 51
78
141

← 95
← 86 →

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
4:00-4:15	0	19	13	0	1	0	7	13	14	29	0	21	117	534		
4:15-4:30	0	23	11	1	0	0	5	16	10	44	0	24	134	569		
4:30-4:45	0	19	16	0	1	0	6	13	12	43	0	19	129	568		
4:45-5:00	0	25	18	2	3	0	4	18	9	51	0	24	154	566		
5:00-5:15	0	26	17	0	4	0	8	17	8	43	0	29	152	531		
5:15-5:30	0	25	18	1	2	0	4	11	14	35	0	23	133			
5:30-5:45	0	17	19	0	0	0	8	9	8	42	0	24	127			
5:45-6:00	0	11	11	13	1	0	7	8	13	36	0	19	119			

PM PEAK HOUR IS FROM:
Volumes 0 93 62 3 8 0 23 64 39 181 0 96 569
Season Factor 0 107 71 3 9 0 26 74 45 208 0 110 654
Growth 0 108 72 3 9 0 27 74 45 210 0 112 661
In/Out - IN - - OUT - - -
Percentage 0% 90% 0% 0% 50% 0% 0% 0% 0% 0% 0% 0%
PROJECT 0 25 0 0 7 0 3 0 0 0 0 0 35
Total 0 133 72 3 16 0 30 74 45 210 0 112 696

PHF 0.92
Seasonal Factor 1.15
Growth Rate 1.01
Years Grown 1
Trips In 28
Trips Out 14

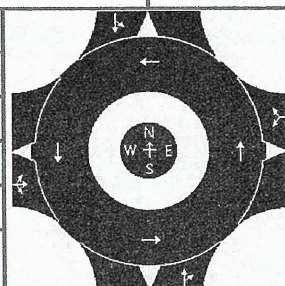
← 0
30
74
45
149 →
112
0
210
PM
133 72
272
205

← 322
← 150 →

HCS Roundabouts Report

General Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Time Analyzed	AM Peak Hour
Project Description	Future Total with Project



Site Information

Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.94
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	9	34	21	0	56		39	0		90	51	0	1	2	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (V _{PCE}), pc/h	0	10	37	23	0	61		43	0		99	56	0	1	2	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v _e), pc/h		70			104			155			3	
Entry Volume, veh/h		68			101			150			3	
Circulating Flow (v _c), pc/h	64			109			48			61		
Exiting Flow (v _{ex}), pc/h	94			0			152			86		
Capacity (C _{PCE}), pc/h		1293			1235			1314			1297	
Capacity (c), veh/h		1255			1199			1276			1259	
v/c Ratio (x)		0.05			0.08			0.12			0.00	

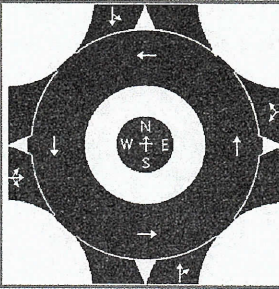
Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		3.3			3.7			3.8			2.9	
Lane LOS		A			A			A			A	
95% Queue, veh		0.2			0.3			0.4			0.0	
Approach Delay, s/veh LOS	3.3	A		3.7	A		3.8	A		2.9	A	
Intersection Delay, s/veh LOS	3.7						A					

HCS Roundabouts Report

General Information

Analyst	James Kemp
Agency or Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Time Analyzed	PM Peak Hour
Project Description	Future Total with Project



Site Information

Intersection	Colorado & Osceola
E/W Street Name	Osceola Street
N/S Street Name	Colorado Avenue
Analysis Time Period, hrs	0.25
Peak Hour Factor	0.92
Jurisdiction	Martin County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LR				TR				LT	
Volume (V), veh/h	0	30	74	45	0	210		112	0		133	72	0	3	16	
Percent Heavy Vehicles, %	3	3	3	3	3	3		3	3		3	3	3	3	3	
Flow Rate (v _{PR}), pc/h	0	34	83	50	0	235		125	0		149	81	0	3	18	
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			
Proportion of CAVs	0															

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway, s		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway, s		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v _e), pc/h		167			360			230			21	
Entry Volume, veh/h		162			350			223			20	
Circulating Flow (v _c), pc/h	256			183			120			235		
Exiting Flow (v _{ex}), pc/h	167			0			308			303		
Capacity (C _{PCE}), pc/h		1063			1145			1221			1086	
Capacity (c), veh/h		1032			1112			1185			1054	
v/c Ratio (x)		0.16			0.31			0.19			0.02	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.9			6.3			4.7			3.6	
Lane LOS		A			A			A			A	
95% Queue, veh		0.6			1.4			0.7			0.1	
Approach Delay, s/veh LOS	4.9	A		6.3	A		4.7	A		3.6	A	
Intersection Delay, s/veh LOS	5.4						A					

TURNING MOVEMENT VOLUME COUNTS

CONTROL: TWSC

EW STREET: Seminole St

Colorado Ave

N/S STREET:

FILENAME:

11/29/2023

DAY: Wednesday

CITY: Stuart

ANALYSIS YEAR: 2023

REPORT DATE:

11/30/2023

Existing

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
7:00-7:15	17	0	2	0	0	0	0	0	0	0	0	0	19	91		
7:15-7:30	17	1	4	0	0	0	0	0	0	0	0	0	22	99		
7:30-7:45	13	0	8	0	1	0	0	0	0	0	0	0	22	103		
7:45-8:00	19	0	9	0	0	0	0	0	0	0	0	0	28	112		
8:00-8:15	19	1	6	0	1	0	0	0	0	0	0	0	27	115		
8:15-8:30	18	0	8	0	0	0	0	0	0	0	0	0	26			
8:30-8:45	24	0	7	0	0	0	0	0	0	0	0	0	31			
8:45-9:00	21	0	10	0	0	0	0	0	0	0	0	0	31			

AM PEAK HOUR IS FROM: 8:00AM TO 9:00AM

PHF: 0.93

Seasonal Factor: 1.15

Growth Rate: 1

Years Grown: 0

Trips In

Trips Out

0

0

Colorado Ave & Seminole St

Existing

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
4:00-4:15	42	0	3	0	0	0	0	0	0	0	0	0	45	194		
4:15-4:30	43	2	6	0	1	0	0	0	0	0	0	0	52	212		
4:30-4:45	39	0	5	0	0	0	0	0	0	0	0	0	44	211		
4:45-5:00	49	0	4	0	0	0	0	0	0	0	0	0	53	214		
5:00-5:15	52	0	11	0	0	0	0	0	0	0	0	0	63	198		
5:15-5:30	43	0	7	0	1	0	0	0	0	0	0	0	51			
5:30-5:45	42	0	5	0	0	0	0	0	0	0	0	0	47			
5:45-6:00	32	1	4	0	0	0	0	0	0	0	0	0	37			

PM PEAK HOUR IS FROM: 4:45PM TO 5:45PM

PHF: 0.85

Seasonal Factor: 1.15

Growth Rate: 1

Years Grown: 0

Trips In

Trips Out

0

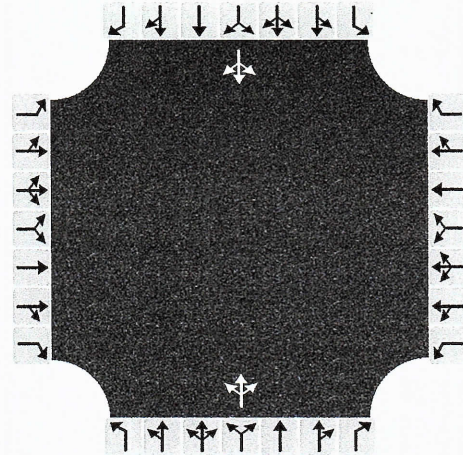
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HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2023
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Existing
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.93

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							96	1	36	0	1	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							143			1		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h_d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.127			0.001		
Final Departure Headway, h_d (s)							3.92			4.06		
Final Degree of Utilization, x							0.156			0.001		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t_s (s)							1.92			2.06		

Capacity, Delay and Level of Service

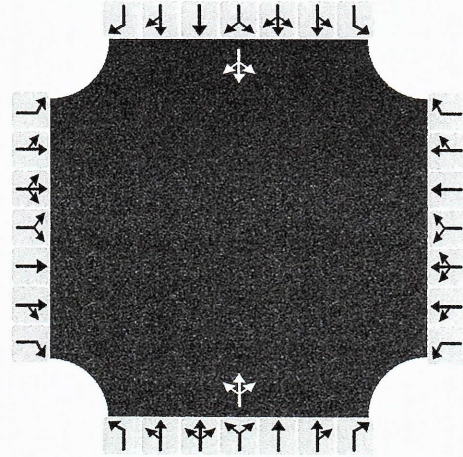
Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							143			1		
Capacity (veh/h)							919			886		
95% Queue Length, Q_{95} (veh)							0.5			0.0		
Control Delay (s/veh)							7.6			7.1		
Level of Service, LOS							A			A		
Approach Delay (s/veh) LOS							7.6		A	7.1		A
Intersection Delay (s/veh) LOS	7.6						A					

HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2023
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Existing
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.85

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							218	0	32	0	1	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							294			1		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h_d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.261			0.001		
Final Departure Headway, h_d (s)							4.03			4.21		
Final Degree of Utilization, x							0.329			0.001		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t_s (s)							2.03			2.21		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							294			1		
Capacity (veh/h)							893			856		
95% Queue Length, Q ₉₅ (veh)							1.4			0.0		
Control Delay (s/veh)							9.0			7.2		
Level of Service, LOS							A			A		
Approach Delay (s/veh) LOS							9.0		A	7.2		A
Intersection Delay (s/veh) LOS	9.0						A					

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
 E/W STREET: Seminole St
 CONTROL: TWSC
 FILENAME: 11/29/2023
 COUNT DATE: 11/30/2023
 DAY: Wednesday
 ANALYSIS YEAR: 2024
 CITY: Stuart
 Background

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
7:00-7:15	17	0	2	0	0	0	0	0	0	0	0	0	0	19	91	
7:15-7:30	17	1	4	0	0	0	0	0	0	0	0	0	0	22	99	
7:30-7:45	13	0	8	0	1	0	0	0	0	0	0	0	0	22	103	
7:45-8:00	19	0	9	0	0	0	0	0	0	0	0	0	0	28	112	
8:00-8:15	19	1	6	0	1	0	0	0	0	0	0	0	0	27	115	
8:15-8:30	18	0	8	0	0	0	0	0	0	0	0	0	0	26		
8:30-8:45	24	0	7	0	0	0	0	0	0	0	0	0	0	31		
8:45-9:00	21	0	10	0	0	0	0	0	0	0	0	0	0	31		

AM PEAK HOUR IS FROM: 8:00AM TO 9:00AM
 Volumes: 82 1 31 0 1 0 0 0 0 0 0 0 0 0 115
 Season Factor: 94 1 36 0 1 0 0 0 0 0 0 0 0 0 132
 Growth: 95 1 36 0 1 0 0 0 0 0 0 0 0 0 134
 In/Out: - - - - - - - - - - - - - - -
 Percentage: 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Total: 95 1 36 0 1 0 0 0 0 0 0 0 0 0 134

PHF: 0.93
 Seasonal Factor: 1.15
 Growth Rate: 1.01
 Years Grown: 1
 Trips In: 0
 Trips Out: 0

15 Min Period Lanes	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
4:00-4:15	42	0	3	0	0	0	0	0	0	0	0	0	45	194		
4:15-4:30	43	2	6	0	1	0	0	0	0	0	0	0	52	212		
4:30-4:45	39	0	5	0	0	0	0	0	0	0	0	0	44	211		
4:45-5:00	49	0	4	0	0	0	0	0	0	0	0	0	53	214		
5:00-5:15	52	0	11	0	0	0	0	0	0	0	0	0	63	198		
5:15-5:30	43	0	7	0	1	0	0	0	0	0	0	0	51			
5:30-5:45	42	0	5	0	0	0	0	0	0	0	0	0	47			
5:45-6:00	32	1	4	0	0	0	0	0	0	0	0	0	37			

PM PEAK HOUR IS FROM: 4:45PM TO 5:45PM
 Volumes: 186 0 27 0 1 0 0 0 0 0 0 0 0 0 214
 Season Factor: 214 0 31 0 1 0 0 0 0 0 0 0 0 0 246
 Growth: 216 0 31 0 1 0 0 0 0 0 0 0 0 0 249
 In/Out: - - - - - - - - - - - - - - -
 Percentage: 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Total: 216 0 31 0 1 0 0 0 0 0 0 0 0 0 249

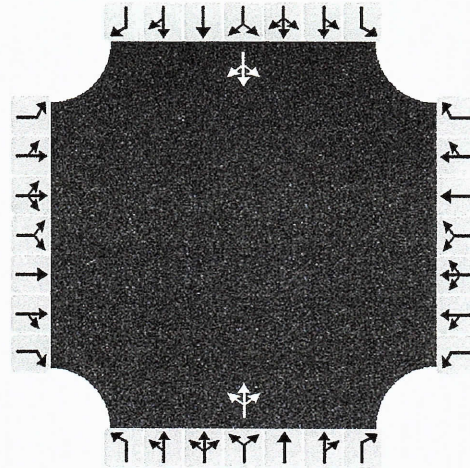
PHF: 0.85
 Seasonal Factor: 1.15
 Growth Rate: 1.01
 Years Grown: 1
 Trips In: 0
 Trips Out: 0

HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Background without Project
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.93

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							95	1	36	0	1	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							142			1		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h_d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.127			0.001		
Final Departure Headway, h_d (s)							3.92			4.06		
Final Degree of Utilization, x							0.154			0.001		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t_s (s)							1.92			2.06		

Capacity, Delay and Level of Service

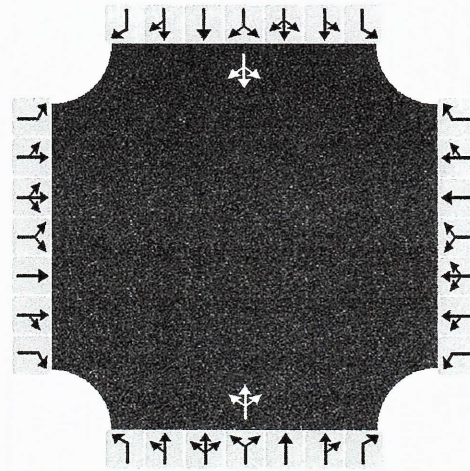
Approach	Eastbound			Westbound			Northbound			Southbound				
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3		
Configuration							LTR			LTR				
Flow Rate, v (veh/h)							142			1				
Capacity (veh/h)							919			886				
95% Queue Length, Q ₉₅ (veh)							0.5			0.0				
Control Delay (s/veh)							7.6			7.1				
Level of Service, LOS							A			A				
Approach Delay (s/veh) LOS							7.6		A		7.1		A	
Intersection Delay (s/veh) LOS	7.6						A							

HCS All-Way Stop Control Report

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Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	12/1/2023
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Background without Project
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.85

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							216	0	31	0	1	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							291			1		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h_d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.261			0.001		
Final Departure Headway, h_d (s)							4.03			4.21		
Final Degree of Utilization, x							0.326			0.001		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t_s (s)							2.03			2.21		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							291			1		
Capacity (veh/h)							893			856		
95% Queue Length, Q ₉₅ (veh)							1.4			0.0		
Control Delay (s/veh)							9.0			7.2		
Level of Service, LOS							A			A		
Approach Delay (s/veh) LOS							9.0		A	7.2		A
Intersection Delay (s/veh) LOS	9.0						A					

TURNING MOVEMENT VOLUME COUNTS

IN/S STREET COLORADO AVE
 FILENAME BEDNER FARMS
 COUNT DATE 11/29/2023
 REPORT DATE 11/30/2023
 DAY Wednesday
 ANALYSIS YEAR 2024
 CITY Stuart
 CONTROL TWIS
 E/W STREET Seminole St
 Future Total

15 Min Period	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
7:00-7:15	17	0	2	0	0	0	0	0	0	0	0	0	0	19	91	
7:15-7:30	17	1	4	0	0	0	0	0	0	0	0	0	0	22	99	
7:30-7:45	13	0	8	0	1	0	0	0	0	0	0	0	0	22	103	
7:45-8:00	19	0	9	0	0	0	0	0	0	0	0	0	0	28	112	
8:00-8:15	19	1	6	0	1	0	0	0	0	0	0	0	0	27	115	
8:15-8:30	18	0	8	0	0	0	0	0	0	0	0	0	0	26		
8:30-8:45	24	0	7	0	0	0	0	0	0	0	0	0	0	31		
8:45-9:00	21	0	10	0	0	0	0	0	0	0	0	0	0	31		

AM PEAK HOUR IS FROM:
 Volumes 82 1 31 0 1 0 0 0 0 0 0 0 0 0 115
 Season Factor 94 1 36 0 1 0 0 0 0 0 0 0 0 0 132
 Growth 95 1 36 0 1 0 0 0 0 0 0 0 0 0 134
 In/Out - - IN OUT OUT
 Percentage 0% 100% 40% 50% 10% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT 0 0 2 0 1 0 0 0 0 0 0 0 0 0 3
 Total 95 1 38 0 2 0 0 0 0 0 0 0 0 0 137

PHF 0.93
 Seasonal Factor 1.15
 Growth Rate 1.01
 Years Grown 1
 Trips In 2
 Trips Out 1

15 Min Period lanes	Northbound				Southbound				Eastbound				Westbound			
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM		
4:00-4:15	42	0	3	0	0	0	0	0	0	0	0	0	0	45	194	
4:15-4:30	43	2	6	0	1	0	0	0	0	0	0	0	0	52	212	
4:30-4:45	39	0	5	0	0	0	0	0	0	0	0	0	0	44	211	
4:45-5:00	49	0	4	0	0	0	0	0	0	0	0	0	0	53	214	
5:00-5:15	52	0	11	0	0	0	0	0	0	0	0	0	0	63	198	
5:15-5:30	43	0	7	0	1	0	0	0	0	0	0	0	0	51		
5:30-5:45	42	0	5	0	0	0	0	0	0	0	0	0	0	47		
5:45-6:00	32	1	4	0	0	0	0	0	0	0	0	0	0	37		

PM PEAK HOUR IS FROM:
 Volumes 186 0 27 0 1 0 0 0 0 0 0 0 0 0 214
 Season Factor 214 0 31 0 1 0 0 0 0 0 0 0 0 0 246
 Growth 216 0 31 0 1 0 0 0 0 0 0 0 0 0 249
 In/Out - - IN OUT OUT
 Percentage 0% 100% 40% 50% 10% 0% 0% 0% 0% 0% 0% 0% 0% 0%
 PROJECT 0 0 28 6 7 1 0 0 0 0 0 0 0 0 42
 Total 216 0 59 6 8 1 0 0 0 0 0 0 0 0 291

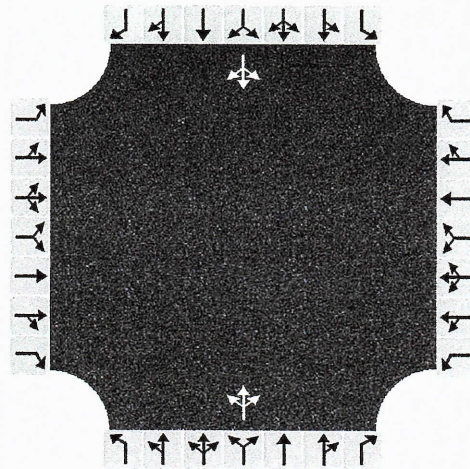
PHF 0.85
 Seasonal Factor 1.15
 Growth Rate 1.01
 Years Grown 1
 Trips In 28
 Trips Out 14

HCS All-Way Stop Control Report

General and Site Information

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Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Future Total with Project
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.93

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							95	1	38	0	2	0
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							144			2		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h _d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.128			0.002		
Final Departure Headway, h _d (s)							3.91			4.06		
Final Degree of Utilization, x							0.156			0.002		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t _s (s)							1.91			2.06		

Capacity, Delay and Level of Service

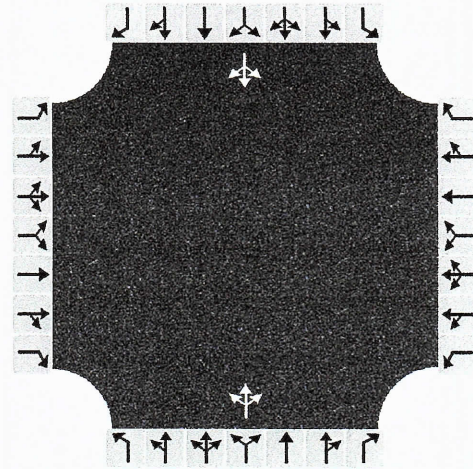
Approach	Eastbound			Westbound			Northbound			Southbound				
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3		
Configuration							LTR			LTR				
Flow Rate, v (veh/h)							144			2				
Capacity (veh/h)							921			886				
95% Queue Length, Q ₉₅ (veh)							0.6			0.0				
Control Delay (s/veh)							7.6			7.1				
Level of Service, LOS							A			A				
Approach Delay (s/veh) LOS							7.6		A		7.1		A	
Intersection Delay (s/veh) LOS	7.6						A							

HCS All-Way Stop Control Report

General and Site Information

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Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Future Total with Project
Intersection	Colorado & Seminole
Jurisdiction	Martin County
East/West Street	Seminole Street
North/South Street	Colorado Avenue
Peak Hour Factor	0.85

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)							216	0	59	6	8	1
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							LTR			LTR		
Flow Rate, v (veh/h)							324			18		
Percent Heavy Vehicles							2			2		
Initial Departure Headway, h_d (s)							3.20			3.20		
Initial Degree of Utilization, x							0.288			0.016		
Final Departure Headway, h_d (s)							3.98			4.27		
Final Degree of Utilization, x							0.358			0.021		
Move-Up Time, m (s)							2.0			2.0		
Service Time, t_s (s)							1.98			2.27		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound				
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3		
Configuration							LTR			LTR				
Flow Rate, v (veh/h)							324			18				
Capacity (veh/h)							905			843				
95% Queue Length, Q ₉₅ (veh)							1.6			0.1				
Control Delay (s/veh)							9.2			7.4				
Level of Service, LOS							A			A				
Approach Delay (s/veh) LOS							9.2		A		7.4		A	
Intersection Delay (s/veh) LOS	9.1						A							

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8900 EAST- A1A TO US1

				MOCF: 0.89
WEEK	DATES	SF	PSCF	
=====				
1	01/01/2022 - 01/01/2022	1.00	1.12	
2	01/02/2022 - 01/08/2022	0.98	1.10	
3	01/09/2022 - 01/15/2022	0.95	1.07	
* 4	01/16/2022 - 01/22/2022	0.94	1.06	
* 5	01/23/2022 - 01/29/2022	0.92	1.03	
* 6	01/30/2022 - 02/05/2022	0.90	1.01	
* 7	02/06/2022 - 02/12/2022	0.88	0.99	
* 8	02/13/2022 - 02/19/2022	0.86	0.97	
* 9	02/20/2022 - 02/26/2022	0.87	0.98	
*10	02/27/2022 - 03/05/2022	0.87	0.98	
*11	03/06/2022 - 03/12/2022	0.87	0.98	
*12	03/13/2022 - 03/19/2022	0.87	0.98	
*13	03/20/2022 - 03/26/2022	0.89	1.00	
*14	03/27/2022 - 04/02/2022	0.90	1.01	
*15	04/03/2022 - 04/09/2022	0.92	1.03	
*16	04/10/2022 - 04/16/2022	0.93	1.04	
17	04/17/2022 - 04/23/2022	0.95	1.07	
18	04/24/2022 - 04/30/2022	0.97	1.09	
19	05/01/2022 - 05/07/2022	0.98	1.10	
20	05/08/2022 - 05/14/2022	1.00	1.12	
21	05/15/2022 - 05/21/2022	1.01	1.13	
22	05/22/2022 - 05/28/2022	1.03	1.16	
23	05/29/2022 - 06/04/2022	1.05	1.18	
24	06/05/2022 - 06/11/2022	1.07	1.20	
25	06/12/2022 - 06/18/2022	1.08	1.21	
26	06/19/2022 - 06/25/2022	1.09	1.22	
27	06/26/2022 - 07/02/2022	1.09	1.22	
28	07/03/2022 - 07/09/2022	1.09	1.22	
29	07/10/2022 - 07/16/2022	1.10	1.24	
30	07/17/2022 - 07/23/2022	1.10	1.24	
31	07/24/2022 - 07/30/2022	1.10	1.24	
32	07/31/2022 - 08/06/2022	1.10	1.24	
33	08/07/2022 - 08/13/2022	1.10	1.24	
34	08/14/2022 - 08/20/2022	1.10	1.24	
35	08/21/2022 - 08/27/2022	1.11	1.25	
36	08/28/2022 - 09/03/2022	1.12	1.26	
37	09/04/2022 - 09/10/2022	1.13	1.27	
38	09/11/2022 - 09/17/2022	1.14	1.28	
39	09/18/2022 - 09/24/2022	1.12	1.26	
40	09/25/2022 - 10/01/2022	1.10	1.24	
41	10/02/2022 - 10/08/2022	1.07	1.20	
42	10/09/2022 - 10/15/2022	1.05	1.18	
43	10/16/2022 - 10/22/2022	1.05	1.18	
44	10/23/2022 - 10/29/2022	1.05	1.18	
45	10/30/2022 - 11/05/2022	1.05	1.18	
46	11/06/2022 - 11/12/2022	1.04	1.17	
47	11/13/2022 - 11/19/2022	1.04	1.17	
48	11/20/2022 - 11/26/2022	1.03	1.16	
49	11/27/2022 - 12/03/2022	1.02	1.15	
50	12/04/2022 - 12/10/2022	1.01	1.13	
51	12/11/2022 - 12/17/2022	1.00	1.12	
52	12/18/2022 - 12/24/2022	0.98	1.10	
53	12/25/2022 - 12/31/2022	0.95	1.07	

* PEAK SEASON

23-FEB-2023 09:11:22

830UPD

4_8900_PKSEASON.TXT

Parcel	Parcel #	Address	Business	SqFt	Alcohol	New SqFt	
1	05-38-41-004-000-00221-2	73 SW Flagler Ave	Law office Larry Stewart	2250	0	3375	2250
			Vine & Barley	1755	1755	2250	1755
2	05-38-41-004-000-00220-3	301 SW St Lucie Ave	Vine & Barleyl (2nd Floor)	0	0	0	
			Vine & Barley(stairwell)	0	0	495	495
3	05-38-41-004-000-00222-1	59 SW Flagler Ave	Lyric Theater	8706	0	9375	8706
4	05-38-41-004-000-00240-9	55 SW Flagler Ave	Stuart Coffee Company	3650	0	3750	3750
		53 SW Flagler Ave	The Gauze Shop				0
5	05-38-41-031-000-00001-0	49 SW Flagler Ave	Luna's Italian Cuisine	1521	1521	No records found	05-38-41-031-000-03010-0 1521
		49 SW Flagler Ave	Island Cotton	1400	0		1400
		41 SW Flagler Ave	Rare Earth				0
6	538410040000026000000	39 SW Flagler Ave	Tootsies	5836	0		0
		37 SW Flagler Ave	Girls Downtown			9225	05-38-41-004-000-00260-4 9225
		47 SW Flagler Ave	The Gafford	2952	2952		0
7	538410040000028000000	33 SW Flagler Ave	Proctor, Crook and Crowden	1998	0	3750	05-38-41-004-000-00290-8 1998
8	538410040000029000000	33 SW Flagler Ave	Island Cotton	3651	0		3651
		26 SW Osecola St	Osceola Street Café	1944	1944		0
		12 SW Osceola St	Signature Sweets				0
9	538410040000030000000	29 SW Flagler Ave	Joseph Lynn Retail			8756	538410040000030000000.00 8756
		20 SW Osceola St	Two Streets Estate Jewelry	6561			0
		12 SW Osceola St #A	Funky Monkey				0
10	538410040000033000000	15 SW Flagler Ave	Maltida's	3817	0		0538410040000033000000 3817
			Namaste				0
		10 SW Osceola St	Maria's Café	2472	2472		2472
		3 SW Flagler Ave	Cigar Shop	692	692	10000	438410150050001000000.00 692
		5 SW Flagler Ave	Clam Shell Clothiers				5876
11	438410150050001000000	308 S Colorado Ave	April Daze Retail				0
		5 SW Flagler Ave	The Place Baraber Shop	5876	0		0
		306 S Colorado Ave	Simple Pleasures				0
		4 SW Osceola St	Solare Sunglasses				0
		2 SW Osceola	Coconut Bay				0

12	438410150040020000000	307 S Colorado Ave	Harbor Wear	4302	0	No records found	43841015004002000.00	0
		305 S Colorado Ave	Jules Salon					4302
		309 S Colorado Ave	Patti's Antiques					0
		311 S Colorado Ave	Victoria Rose					0
			Vacant Retail					0
13	438410150040019000000	301 S Colorado Ave	Louranzoes	4445	4445	4400	04-38-41-015-004-00190-1	4445
14	438410150030012000000	11 SE Osceola St	Sada Hair Salon	4959	0	16575	04-38-41-015-003-00120-8	4959
		9 SE Osceola St	Monkee's					0
		7 SE Osceola St	Passion of Sushi (Noodle World)					0
15	438410150030008000000	211 S Colorado Ave #1	Sneaki Tiki (1700) Includes outdoor seating (2510)	4210	4210			4210
		211 S Colorado Ave	Old Colorado Inn Office	714	0	15197	04-38-41-015-003-00081-5	714
16	438410150030080000000	211 S Colorado Ave	Colorado Inn First floor units	1650	0			1650
17	438410150020010000000	1 SW Osceola St	Duffy's	5614	5614	18933	04-38-41-015-002-00100-0	5614
		39 SW Osceola St	Gumbo Limbo Kidz Coastal	2655	0			2655
		5 SW Osceola St	O'Sole Mio Island Lifestyle					0
18	538410230000001000000		Post Office Arcade Unit "A"		0		05-38-41-023-000-00000-0	0
		31 SW Osceola St	Kilwins	3955				3955
		29 SW Osceola St	Snappy Turtle					0
19	538410230000002000000		Post Office Arcade Unit "B"		0		05-38-41-023-000-00020-2	0
		27 SW Osceola St	Argento Gallery	1631				0
		25 SW Osceola St	Saxx Handbags			3194		1631
20	538410230000003000000		Post Office Arcade Unit "C"		0		05-38-41-004-000-00140-0	0
		41 B SW Osceola St	Ana Capri Activewear	2331		17000		2331
		15 SW Osceola St	Mainsail Company					0
		5 SW Osceola St	Southern Tide					0
21	538410230000004000000		Post Office Arcade (4262) Breezway Seating (1481)	5743	5743			5743
22	538410040000014000000	37 SW Osceola St	Gumbo Limbo Coastal Chic		0	17000	05-38-41-004-000-00140-0	15530
		41 B SW Osceola St	Eric Michaels Fine Jewelry					0
		41 A SW Osceola St	Aphrodite Style	15530				0
		39 SW Osceola St	Bella Jewelry and Gifts					0
		9 SE Osceola St	Go Fish					0
		43 SW Osceola St	EarthTones Retail		0			0

23	538410300000101000000	47 SW Osceola St #101	Stuart Jewelers - Unit 101	1158	0			1158
24	0538410300000102000000	47 SW Osceola St #102	Sandal Shack - Unit 102	1040	0			1040
25	0538410300000103000000	47 SW Osceola St #103	Tradewinds Real Estate - 103	731	0			731
26	0538410300000302000000	47 SW Osceola St	Calico Trading Co - Unit 104	1092	0		05-38-41-030-000-00001-0	1092
27	05-38-41-004-000-00190-9	201 SW St Lucie Ave	Riverwalk Café (1350)	9238	7129	No records found	538410040000019000000.00	9238
		61 SW Osceola St	Spritz Bistro (3671)					0
		53 SW Osceola St	Black Marlin (1400)					0
			Black Marlin Addition (708)					0
		49 SW Osceola St	The Sauce Shack (709)					0
		47 SW Osceola St	Geoffrey Smith Gallery (1400)					0
TOTAL				126079	38477			127362
Percentage utilized for C.O.P					30.52%			
Available square feet				-653.3				-268.4

38477
30.21%

Parcel	Parcel #	Address	Business	SqFt	Alcohol
1	05-38-41-004-000-00221-2	73 SW Flagler Ave	Law office Larry Stewart	2250	0
2	05-38-41-004-000-00220-3	301 SW St Lucie Ave	Vine & Barley	1755	1755
			Vine & Barleyl (2nd Floor)	0	0
			Vine & Barley(stairwell)	495	0
3	05-38-41-004-000-00222-1	59 SW Flagler Ave	Lyric Theater	8706	0
4	05-38-41-004-000-00240-9	55 SW Flagler Ave	Stuart Coffee Company	3650	0
		53 SW Flagler Ave	The Gauze Shop		
5	05-38-41-031-000-00001-0	49 SW Flagler Ave	Luna's Italian Cuisine	1521	1521
		49 SW Flagler Ave	Island Cotton	1400	0
6	538410040000026000000	41 SW Flagler Ave	Rare Earth		
		39 SW Flagler Ave	Tootsies	5836	0
		37 SW Flagler Ave	Girls Downtown		
		47 SW Flagler Ave	The Gafford	2952	2952
7	538410040000028000000	33 SW Flagler Ave	Proctor, Crook and Crowden	1998	0
8	538410040000029000000	33 SW Flagler Ave	Island Cotton	3651	0
9	538410040000030000000	26 SW Osecola St	Osceola Street Café	1944	1944
		12 SW Osceola St	Signature Sweets		
		29 SW Flagler Ave	Joseph Lynn Retail		
		20 SW Osceola St	Two Streeets Estate Jewelry	6561	
		12 SW Osceola St #A	Funky Monkey		
10	538410040000033000000	15 SW Flagler Ave	Maltida's	3817	0
			Namaste		
11	438410150050001000000	10 SW Osceola St	Maria's Café	2472	2472
		3 SW Flagler Ave	Cigar Shop	692	692
		5 SW Flagler Ave	Clam Shell Clothiers		
		308 S Colorado Ave	April Daze Retail		
		5 SW Flagler Ave	The Place Baraber Shop	5876	0
		306 S Colorado Ave	Simple Pleasures		
		4 SW Osceola St	Solare Sunglasses		
		2 SW Osceola	Coconut Bay		

12	438410150040020000000	307 S Colorado Ave 305 S Colorado Ave 309 S Colorado Ave 311 S Colorado Ave	Harbor Wear Jules Salon Patti's Antiques Victoria Rose Vacant Retail	4302	0
13	438410150040019000000	301 S Colorado Ave	Louranzoes	4445	4445
14	438410150030012000000	11 SE Osceola St 9 SE Osceola St 7 SE Osceola St	Sada Hair Salon Monkee's Passion of Sushi (Noodle World)	4959	0
15	438410150030008000000	211 S Colorado Ave #1	Sneaki Tiki (1700) Includes outdoor seating (2510)	4210	4210
16	438410150030080000000	211 S Colorado Ave 211 S Colorado Ave	Old Colorado Inn Office Colorado Inn First floor units	714 1650	0 0
17	438410150020010000000	1 SW Osceola St 39 SW Osceola St 5 SW Osceola St	Duffy's Gumbo Limbo Kidz Coastal O'Sole Mio Island Lifestyle	5614 2655	5614 0
18	538410230000001000000	31 SW Osceola St 29 SW Osceola St	Post Office Arcade Unit "A" Kilwins Snappy Turtle	3955	0
19	538410230000002000000	27 SW Osceola St 25 SW Osceola St	Post Office Arcade Unit "B" Argento Gallery Saxx Handbags	1631	0
20	538410230000003000000	41 B SW Osceola St 15 SW Osceola St 5 SW Osceola St	Post Office Arcade Unit "C" Ana Capri Activewear Mainsail Company Southern Tide	2331	0
21	538410230000004000000		Post Office Arcade (4262) Breezway Seating (1481)	5743	5743
22	538410040000014000000	37 SW Osceola St 41 B SW Osceola St 41 A SW Osceola St 39 SW Osceola St 9 SE Osceola St 43 SW Osceola St	Gumbo Limbo Coastal Chic Eric Michaels Fine Jewelry Aphrodite Style Bella Jewelry and Gifts Go Fish EarthTones Retail	15530	0

23	538410300000101000000	47 SW Osceola St #101	Stuart Jewelers - Unit 101	1158	0
24	0538410300000102000000	47 SW Osceola St #102	Sandal Shack - Unit 102	1040	0
25	0538410300000103000000	47 SW Osceola St #103	Tradewinds Real Estate - 103	731	0
26	0538410300000302000000	47 SW Osceola St	Calico Trading Co - Unit 104	1092	0
27	05-38-41-004-000-00190-9	201 SW St Lucie Ave	Riverwalk Café (1350)	9238	7129
		61 SW Osceola St	Spritz Bistro (3671)		
		53 SW Osceola St	Black Marlin (1400)		
			Black Marlin Addition (708)		
		49 SW Osceola St	The Sauce Shack (709)		
		47 SW Osceola St	Geoffrey Smith Gallery (1400)		

TOTAL	126574	38477
Percentage utilized for C.O.P		30.40%
Available square feet	-504.8	