



A G E N D A

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

CITY COMMISSION

**Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson**

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - CHAZ AND LORETTA RUSSELL PERFORMING "SIR DUKE" BY STEVIE WONDER IN HONOR OF BLACK HISTORY MONTH.

PROCLAMATIONS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

CONSENT CALENDAR

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

2. APPROVAL OF 01/13/2020 SCM AND 01/13/2020 CCM MINUTES. (RC)
3. APPOINTMENT OF BOARD OF ADJUSTMENT (BOA) BOARD MEMBER. (RC)
4. AUTHORIZE SFWMD GRANT AGREEMENT FOR THE FLORIDAN AQUIFER WELL (RC):

RESOLUTION No. 19-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A \$100,000.00 GRANT AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER WELL; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

5. EXPENDITURE OF ADDITIONAL FUNDS FOR DESIGN OF THE NW DIXIE HIGHWAY SIDEWALK EXTENSION. (RC):

RESOLUTION No. 22-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 3 TO THE 2019-2020

GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR DESIGN OF THE NW DIXIE HIGHWAY SIDEWALK EXTENSION PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. AMENDMENT TO RESOLUTION No. 105-2019, SECTION 2, RELATED TO THE SRF LOAN PROGRAM (RC):

RESOLUTION No. 27-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING RESOLUTION No. 105-2019 RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE \$2,340,000.00 FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

END OF CONSENT CALENDAR

COMMISSION ACTION

7. SUPPORTING SENATE BILL 182 AND HOUSE BILL 6043 REPEALING A STATE PREEMPTION ON LOCAL REGULATION OF PLASTICS. (RC):

RESOLUTION No. 24-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 182 AND HOUSE BILL 6043 RELATING TO THE REPEAL OF A STATE PREEMPTION ON LOCAL LAWS AND ORDINANCES REGULATING PLASTICS; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE FIRST READING

8. REZONING FOR DOLPHIN DRIVE - MEDALIST BUILDING GROUP (RC):

ORDINANCE NO. 2428-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO SINGLE FAMILY GENERAL (R-1) ON THE CITY'S OFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.42 ACRES, OWNED BY MEDALIST BUILDING GROUP, LLC LOCATED ON THE NORTHEAST CORNER OF SE DOLPHIN DRIVE AND SE 5TH STREET; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

9. THE INDUSTRIAL PARK AT AVONLEA MINOR IPUD AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE NO. 2429-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE INDUSTRIAL PARK AT AVONLEA" INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) ON PROPERTY LOCATED ON THE SOUTH CORNER OF SR 707 AND SAVANNAH ROAD; THEREBY AMENDING THE ARCHITECTURAL GUIDELINES OF THE BUILDINGS FACING SAVANNAH ROAD; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

10. AMENDMENT TO EXISTING PUD TO URBAN DESIGNATION AND TO RE-ESTABLISH DEVELOPMENT TIMELINES (RC):

ORDINANCE No. 2421-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDING ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY" URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. ABANDONMENT OF A PORTION OF COCONUT AVENUE RIGHT-OF-WAY SECOND READING (RC):

ORDINANCE No. 2425-2020; A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 30-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ST. LUCIE ESTATES, SECTION 2, AS RECORDED IN PLAT BOOK 11, PAGE 22, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 5TH STREET, AND ABUTTING THE WESTERN BOUNDARY OF LOTS 10, 11 AND 14, BLOCK 4 DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

DISCUSSION AND DELIBERATION

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 2/10/2020

Prepared by: Mary Kindel

Title of Item:

ARTS MOMENT - CHAZ AND LORETTA RUSSELL PERFORMING "SIR DUKE" BY STEVIE WONDER IN HONOR OF BLACK HISTORY MONTH.

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Mary Kindel

Title of Item:

APPROVAL OF 01/13/2020 SCM AND 01/13/2020 CCM MINUTES. (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

Description	Upload Date	Type
▣ 01/13/2020 SCM Minutes	2/4/2020	Attachment
▣ 01/13/2020 CCM Minutes	2/4/2020	Attachment

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD January 13, 2020
AT 3:30 PM Commission Chambers - HOUSING WORKSHOP
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

ADMINISTRATIVE

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

ROLL CALL

 **3:31 PM** Mayor Michael Meier, Vice Mayor Eula Clare, Commissioner Becky Bruner, Commissioner Kelli Glass Leighton, Commissioner Merritt Matheson.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. PRESENTATION BY DANA LITTLE OF THE TREASURE COAST REGIONAL PLANNING COUNCIL "*THE NEIGHBORHOOD - BUILDING BLOCKS OF A REGION* "

Swapped Items #1 and #2 on the Agenda. Dana Little of the TCRPC presented on the various building types and living situations in Stuart, both conventional and traditional and the benefits. Covered Sub-urban, general urban, and urban center zones, traditional neighborhoods and varying building types giving people of all ages options of places to live.

 **3:59 PM** **1. 2019-2020 HOUSING INVENTORY/FORECAST; PRESENTATION OF CURRENT / APPROVED INVENTORY (SUPPLY AND DEMAND)**

Tom Reetz, Development Department Senior Planner presented on the three categories of housing; housing in review, housing already approved, and housing units that have been built. Reetz reviewed the local projects.

 **4:17 PM 3. THE LEGISLATURE MADE CHANGES THE FLORIDA STATUTES TO ADDRESS SEVERAL ISSUES:**

- AFFORDABLE HOUSING; FLORIDA STATUTES 125.01055 & 166.04151
- DEVELOPMENT REVIEW; FLORIDA STATUTES 125.022 & 163.033
- COMPREHENSIVE PLAN RESTRICTIONS – SECTION 163.3167
- IMPACT FEES – SECTION 163.31801
- PRIVATE PROVIDER BUILDING INSPECTIONS – SECTION 553.791

Mike Mortell, City Attorney, reviewed the changes in Florida Statutes in reference to affordable housing.

 **4:39 PM 4. HOUSING RENTAL AND PURCHASE VALUES**

Kevin Freeman, Development Director, presented on the character of the city and ideas of vertical or horizontal structures, urban development, and bungalow styles. Discussed SHIP and HUD program accommodations, the complications and solutions.

APPROVAL OF AGENDA

 **5:13 PM MOTION: Move approval.**
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

DISCUSSION AND DELIBERATION

5. DISCUSSION ON PRESENTATIONS

City Manager Dyess requested that Public Comment be moved to the end of the meeting. Dyess clarifies his expectations of the workshop and staff is looking for whether their direction for policy on the inclusionary ordinance piece that Attorney Mortell reviewed as well as direction on the definitions of workforce housing /affordable housing verses income levels.

Commissioner Matheson commented that he would like to direct staff to use the AMI numbers of the County. Commissioners agreed.

Commissioner Glass Leighton commented that she is cautious about adding additional units because over time as units open, the City may find itself in a place where they have overbuilt.

Mayor Meier stated that he is interested in working with developers on impact fees, parking, tree mitigation credits at a targeted amount.
Commission discussion on the AMI.

COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Andrew Karccsonyi – Commented that he lives near a boarding house and feels that bringing in low income housing will cause problems.
- 2) Robert Ranieri – Flagler Avenue; Feels these are healthy conversations and is in favor of affordable housing for struggling, hard-working families.
- 3) Madeline Greenwood – Commented in favor of affordable housing and the walkability factor; noted that statistics of the affordable rents in the programs mentioned.
- 4) Jeff Walsh – Palm City; Currently working with City to purchase property and is interested in eventually purchasing a single-family home in Stuart.



5:40 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Michael J. Meier, Mayor

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

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD January 13, 2020
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

ADMINISTRATIVE

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

 **5:53 PM ROLL CALL**

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Bruner, Commissioner Matheson.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - SONG PERFORMANCE BY SHAVON DELEON

Shavon DeLeon sang an original song called “Flooded”, joined by friends playing the guitar and box drum. DeLeon was presented with a Certificate of Appreciation.

PROCLAMATIONS

2. ST. LUCIE RIVER POWER SQUADRON 50 YEARS OF SERVICE TO STUART'S BOATING COMMUNITY

Squadron Commander, John E. Goebel accepted the Proclamation, thanked the Commission and announced information on the Squadron in the community.

3. HUMAN TRAFFICKING AWARENESS DAY - JANUARY 11, 2020

Karissa Bolden and Board Chair, Kelly Laurine of Catch the Wave of Hope came forward to accept the Proclamation and announced area statistics and an upcoming school district meeting to encourage awareness.

4. ARBOR DAY - JANUARY 18, 2020

Deborah Reaves, President of the Garden Club accepted the Proclamation and thanked the Commission.

5. REVEREND MARTIN LUTHER KING, JR. CELEBRATION - JANUARY 20, 2020

Nina Dooley, President of AACES (Afro American Citizens of East Stuart, Inc.) came forward to accept the Proclamation and thanked the City.

6. CLIMATE ACTION IN THE CITY OF STUART

Mayor Meier read the Proclamation and presented it to local students of the US Youth Climate Strike. Page Scott, the Florida Chapter Lead thanked the City and commented on the climate crisis.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **Commented that last week she filed to run as Martin County Property Appraiser, she will be stepping down from her Commission seat the end of May. This is to ensure the City will have enough time to coordinate the election of her seat along with the other three seats up for election at that time.**

Commissioner Matheson

- **Thanked Commissioner Glass Leighton for her service to the City.**
- **Commented on his assistance in the Bahamas over the holidays and encourages all to continue to support 25 United, formally Operation 300.**
- **Thanked the Police Chief Tumminelli, Officer Bossio, the Police Department, City Manager, and Code Enforcement for the opportunity to participate with them to hand out gifts to those in need on Christmas Eve.**
- **Request to pull Item #11 from the Consent Calendar for clarification.**
- **Request to move the Discussion & Deliberation (Item #21) up on the agenda.**

Commissioner Bruner

- **Commented that after the straw ban, she received many comments about cigarette butts; displayed an advertisement for the electronic billboard on cigarette butt litter.**
- **Announced that the local SPAM students need a larger space.**
- **Wished Commissioner Glass Leighton all the best.**
- **Request to pull Item #8 from the Consent Calendar.**

Vice Mayor Clarke

- **Congratulated Commissioner Glass Leighton.**

- Congratulated the commissioners on the discussions at the Housing Workshop.
- Announced the events of the Martin Luther King Jr. Day Celebration on Monday, January 20th and encouraged all to come out and show their support.
- Has a list of items to send to City Manager and Milton Leggett.

Mayor Meier

- Commented on the importance of the upcoming Census; City and County may partner to use the billboard for advertising, to encourage participation and notice of Census jobs available. If an accurate count is not collected, over 10 years, billions of dollars can be lost for the community.
- Noted that he is a proud resident of a multi-family unit and not all of Stuart is rich, all should be able to afford to live here.

Commission Bruner commented that she forgot one of her comments and would like to add that she has changed her mind and would like to be the City's representative on the League of Cities.

The City will bring back an agenda item on the January 27th Commission Meeting to appoint Commissioner Bruner as the alternate member of the Treasure Coast Regional League of Cities board member.

Meier continued

- Commented that he was sad to hear that Commissioner Glass Leighton would be leaving the board and thanked her for her service. Suggested that over the next few months they all discuss their approach to filling the seat.

COMMENTS BY CITY MANAGER

City Manager Dyess

- Expressed to Commissioner Glass Leighton that he appreciates her support and leadership over the years, and she will truly be missed by him.
- Plans to bring the item for the vacancy as a Discussion and Deliberation in the near future.

APPROVAL OF AGENDA

 6:33 PM MOTION: Move approval pulling Item 8, 11 and moving our D&D #21 to the designated spot.

Moved by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Robert Steinberg – California Ave.; Read from ordinance language on the term “shall”. Commented on the leasing of property downtown property without following code.

- 2) **Mike Connor – Pinesap Place; Commented on the Lake Okeechobee Lake levels and as a representative of Indian River Keepers, formally offered to be at the City's side to help prevent discharges this year.**

 6:43 PM CONSENT CALENDAR

7. APPROVAL OF 12/09/2019 CCM MINUTES

(PULLED) 8. AUTHORIZATION TO APPLY FOR A FDOT TRANSPORTATION ALTERNATIVE PROGRAM (TAP) APPLICATION.:

RESOLUTION No. 02-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. INTENTION TO ABANDON A PORTION OF COCONUT AVENUE RIGHT-OF-WAY:

RESOLUTION No. 04-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON JANUARY 27, 2020, AND FEBRUARY 10, 2020, AT 5:30 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THAT PORTION OF S.E. COCONUT AVENUE, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

10. FACSIMILE SIGNATURE BANK:

RESOLUTION No. 05-2020; 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.

(PULLED) 11. ASSIGNMENT OF PELICAN CAFE LEASE:

RESOLUTION No. 06-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE ASSIGNMENT OF THE PELICAN LEASE AGREEMENT LOCATED AT 351 SW FLAGLER AVENUE TO HUDSON'S PLACE LLC, WHICH IS THE ENTITY PLANNING TO OPERATE THE RESTAURANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. REVISED WATER FACILITIES PLAN:

RESOLUTION No. 07-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY'S PUBLIC WORKS DIRECTOR TO

INCORPORATE THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT INTO THE CITY OF STUART'S WATER FACILITIES PLAN AND TO SUBMIT THE REVISED WATER FACILITIES PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

13. PUBLIC TRANSIT SERVICE DEVELOPMENT GRANT AGREEMENT (RC):

RESOLUTION No. 08-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACTIVE TRAM MARKETING; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

END OF CONSENT CALENDAR

 **6:43 PM MOTION: Move approval of the Consent without 8 and 11.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

8. AUTHORIZATION TO APPLY FOR A FDOT TRANSPORTATION ALTERNATIVE PROGRAM (TAP) APPLICATION.:

RESOLUTION No. 02-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR RIVERSIDE PARK NEIGHBORHOOD IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Bruner commented that one of the neighbors that lives on Poinciana Street is concerned about the sidewalk and she wanted to bring that to everyone's attention.

Pinal Gandhi-Savdas commented that in the grant design phase, neighbors will have an opportunity for input.

 **6:45 PM MOTION: Move approval of Item #8.**
Moved by: Vice Mayor Clare
Seconded by: Commissioner Matheson
Motion passed unanimously.

11. ASSIGNMENT OF PELICAN CAFE LEASE:

RESOLUTION No. 06-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE

ASSIGNMENT OF THE PELICAN LEASE AGREEMENT LOCATED AT 351 SW FLAGLER AVENUE TO HUDSON'S PLACE LLC, WHICH IS THE ENTITY PLANNING TO OPERATE THE RESTAURANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Matheson announced that he pulled this item for public clarification letting them know that an appraisal is being done

 **6:46 PM MOTION: Move approval of Item #11.**
Moved by: Commissioner Matheson
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

Item 11 Public Comment:

- 1) Derrick Peterson – California Ave.; owns a local business and is concerned about the rush and the amount being charged for waterfront property. Feels City should slow down and make sure to get fair market value.**

D & D moved up on agenda per Commissioner Matheson's request:

DISCUSSION AND DELIBERATION

 **6:52 PM 21. DISCUSSION AND DELIBERATION ON RESPONSIVE ACTION TO THE U.S. ARMY CORPS OF ENGINEERS' PROPOSED 2020 LAKE OKEECHOBEE DRY SEASON MANAGEMENT PLAN.**

Commissioner Matheson stated an announcement made by the Army Corp of Engineers that they were going to operate Lake Okeechobee in the dry season similarly to back in 2016, 2017, and 2018. Commented that the overall health of the river effects the quality of life.

 **6:54 PM MOTION: Motion to have an action item brought back for January 27th meeting drafting legal action against the Corp [Army Corp of Engineers] regarding their position of 2020 Lake Okeechobee dry season management with a focus on water storage instead of the heath and safety of our residents. In creating this complaint, we must seek assistance from all willing parties, including Martin County Commission, Sewall's Point, other counties across Florida, municipalities around the state with our same goals, as well as non-profits.**

Moved by: Commissioner Matheson

Seconded by: Mayor Meier

Motion passed unanimously.  7:33 PM

Commissioner Glass Leighton commented that the motion is long and in depth and felt discussion should take place on the details before moving forward.

Commissioner Matheson agreed and stated that it would be Federal Court and would like the Commission in the next 2 weeks, when staff comes back with the draft

complaint, to reach out to all other interested parties. Then they may have co-plaintiffs.

 **6:59 PM** Mayor Meier passed the gavel to Vice Mayor Clarke and second the motion for discussion.

Mayor Meier commented that he is open to the idea of litigation but wanted to hear from staff on the appropriateness of that, chances we have, and if they know if there is any other support as it would need close coordination with the County.

Commissioner Matheson stated there is support from several non-profits but feels that there is a “ticking clock” and it would not be a long, drawn-out lawsuit. Commented that US Sugar sued the Corp for their actions in managing the lake as they did in 2019 and the lawsuit was dismissed but feels US Sugar got what they wanted to the detriment of us, the lake is being managed differently.

Mayor Meier noted that to his knowledge, the lawsuit was not dismissed, it was withdrawn.

Commissioner Glass Leighton supports this but feels that the City would have to be self-supportive on this.

Attorney Mortell reviewed various litigation costs.

Commissioner Bruner commented that she feels the Army Corp of Engineers has worked with the City.

Vice Mayor Clarke commented that she understands that Matheson wants to get their attention, but her main questions are the money and the time.

Mayor Meier expressed interest about the expense. If filing a suit is a couple of thousand, feels it's for the public's benefit.

Commissioner Bruner asked Ben Hogarth, Community Affairs Liaison to come forward and explain the PDT to the public.

Ben Hogarth explained the PDT, Project Delivery Team Meetings as public meetings designed for staff meetings from all the agencies to have a role in the development next Lake Okeechobee System Operating Manual schedule.

 **7:20 PM** Public Comment:

- 1) Ashley Guizi – Commented and showed pictures of both her dog and son with health issues after exposure to the toxic river.
- 2) Blair Wickstrom – Cardinal Way; Commented in support of the lawsuit and complimented the City on setting an example of political will and looks forward to being a part of this.

- 3) Charles Grande - Hutchinson Island; Vice President of Rivers Coalition and commented that this was the topic at today's RC Meeting and the City has a good position to file, would be a short lawsuit, and feels the City is in a good position.

 7:31 PM City Attorney Mortell stated his interpretation of the motion as "As a direction to staff or y office to draft a proposed complaint presenting what we would believe would be a able a viable lawsuit against the Army Corp of Engineers as it relates to their decision as we've recently seen, to maintain a 12 foot elevated level for June 1st. I will expect, I will bring it back on the 27th, but on the 27th, I will be looking for a motion from the commission as it relates to what those counts are. Do you want a declaratory action? Do you want an injunction? Do you want a general liability? What it might be, and we can have that discussion further, but I will have a draft complaint attached to the agenda.

There is no decision to sue today, this motion is only to draft a lawsuit to be voted on at the January 27th Commission Meeting.

Motion roll call, see motion.

Commissioner Matheson commented that he didn't trust where we are headed and that humankind cannot predict the weather and feels that is the way the Lake has been managed for the past 50 years, which has been detrimental to our health and safety. Looking for zero discharges. Feels there is more he can do as he was elected as an advocate on this issue and all that has been done is an increased job title for Mr. Hogarth and in Fiscal Year 2019, \$100,000.00 was allocated for a river fund budget.

 7:34 PM MOTION: I'd like staff to contemplate using the remainder, up to the remainder of that fund for filing fees for this lawsuit, but also to seek either a temporary part-time employment position within the City of Stuart or a consultant, advisor, or lobbyist, I'd like to leave this broad, but this potential employee whether works for the City or outside would be our louder voice at the LOSOM process which is happening now an the next couple of year and I would like the City Manager contemplate the remainder of our river fund, not only for this lawsuit in some sort of expert who knows the issue who can assist our chair in-house litigator, but can also actively speak a little louder at LOSOM. We didn't understand when we added to Ben Hogarth's job description, how important these PDT meetings are. They are incredibly important. That is the next voice for the next ten tears. We need to advocate as much as we can for zero discharges with the outcome of LOSOM. That's what I see this, our way to protect our quality of life, is zero discharges from the St. Lucie Canal. So with that fund, with the remainder of that fund I'd like our City Manager to come back with a proposal for not only this draft lawsuit and using funds for filing fees and that sort, but also a potential temporary or full-time or consultant, or advocate, or expert, because this position needs to be broad as far as the range that the City Manager can look but it is somewhat of a particular expertise that we might need.

[Motion re-stated (7:38 PM): I would like staff to contemplate creating a new temporary position or seeking lobbyists, consultants or advisors to our current staff. I would like staff to factor in the remaining unused funds allocated for the health of our river in Fiscal Year 2019 to do this. This position would be a louder voice in the LOSOM process and overall advocate against the discharges from the St. Lucie Canal. This person would also assist our in-house attorney in his undertaking from the previous motion.]

 7:53 PM FINAL MOTION: I'd like staff to come back with a plan for a job title which involves an expert in one way or another, who can attend LOSOM PDT Meetings, South Florida Water Management District Meetings, and advocate for the health and human safety of our residents regarding zero discharges from the St. Lucie Canal within the present budget that's allocated, that's left over.

Moved by: Commissioner Matheson

Seconded by: Vice Mayor Clarke

Motion passed.

MATHESON	YES
BRUNER	NO
GLASS LEIGHTON	YES
CLARKE	YES
MEIER	YES

 7:37 PM City Manager Dyess requested clarification on the specific duties or functions of the assignment so he may work on how to advertise for such a position.

Commissioner Matheson responded that the employee would attend all the PDT, South Florida Water Management Meetings and advocate for a healthier St. Lucie Estuary in direct regards with zero discharges from the St. Lucie Canal. They would have the capabilities to assist City Attorney Mortell in pursuit of this complaint.

Mayor Meier requested Commissioner Matheson clarify his motion. Commissioner Matheson restated the motion.

Commissioner Glass Leighton commented that she was hesitant and felt they needed to run the course, letting the City Attorney represent us and file the motion and utilize the money set aside for the river fund for that and other things that may come up. Stated she feels we already have an advocate and policy maker in Brian Mast who is already on our side. Not comfortable putting the remaining funds behind a lobbyist, another attorney or outside entity at this time.

The remaining river funds balance is \$88,000.00. A budget amendment would be required to move the funds from FY2019 to FY2020. Various requirements depend on the authorization.

COMMISSION ACTION

14. CHARTER ADVISORY BOARD APPOINTMENTS

City Attorney Mortell briefly explained the appointment list for the 2020 Charter Advisory Board.

 **7:57 PM MOTION: I make a motion that we approve the slate of persons that were published in the agenda and that were submitted, vetted, and checked out by staff and proposed to us again for approval.**

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Bruner

Motion passed unanimously. (Glass Leighton absent for vote)

15. CONDITIONAL USE APPROVAL FOR COFFEE ROASTING, RETAIL AND COFFEE BAR (QUASI-JUDICIAL):

RESOLUTION No. 01-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ROBERT LEVY (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 600 S COLORADO AVE, TO ALLOW REDUCTION OF REQUIRED PARKING TO 5 STALLS AT 600 S COLORADO AVE, TO ALLOW A USE OF COFFEE RETAIL SALES, ROASTING OF COFFEE AND COFFEE BAR; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Four (4) People sworn; Kevin Freeman, City of Stuart Development Director, Robert Levey, Co-owner, Michael Mann, Co-owner, and Sean Reed

 **8:12 PM MOTION: Motion that we approve Item #15 Conditional Use Approval for Coffee Roasting Retail Bar Resolution No. 01-2020.**

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Bruner

Motion passed unanimously.  8:34 PM

Public Comment:

- 1) William Anderson Jr. – Ocean Blvd.; Commented on concerns pertaining to parking spaces and indoor seating; opposed to the increased seating.**
- 2) Sean Reed – 6th Street; Neighboring property, concerned about parking spaces and feels his business is affected.**
- 3) James McMahan – Sewall's Pt. Rd. – Commented on concerns of parking and the number of seats inside the business.**
- 4) Janine Landolina – PO Box 2709; Commented that limiting the business to 8 seats restricts the walkability aspect that the City is working towards.**

Michael Mann, Co-owner clarified that it is not 8 seats, the application requests 24 seats. They will be flexible if need be. Commission agreed to approve the Resolution as presented.

16. CHANGE OF USE TO ALLOW THE CONVERSION TO RESIDENTIAL APARTMENTS AT SOUTHWIND MOTEL, 603 SW FEDERAL HIGHWAY. (QUASI-JUDICIAL):

RESOLUTION No. 03-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO IOANNA LAS LLC, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 603 SW FEDERAL HWY, TO ALLOW A DENSITY OF 24 UNITS PER ACRE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Two (2) people sworn; Kevin Freeman, City of Stuart Development Director and Spiro Laskaris, Applicant

Commissioner Matheson commented on sewer, commercial recycling, and additional landscaping as conditions of approval. Though Commercial recycling is not required at this time, Matheson would like a designated location for recycling.

 **8:44 PM MOTION: Motion to approve with the condition of sewer hook-up and a designated location for commercial recycling.**

Moved by: Commissioner Matheson

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

Public Comment:

- 1) Armond Pasquale – Seminole St.; Commented on the problems that will occur with increased density, feels the direction the City is going is bad.**
- 2) Janine Landolina – PO Box 2709; realtor representing the seller, commented that she feels it is not fair that Mr. Laskaris was asked to hook up to sewer.**

ORDINANCE FIRST READING

17. (TO BE CONTINUED TO DATE CERTAIN OF JANUARY 27, 2020) AMENDMENT TO EXISTING PUD TO URBAN DESIGNATION AND TO RE-ESTABLISH DEVELOPMENT TIMELINES:

ORDINANCE No. 2421-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDING ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY" URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

 **8:53 PM MOTION: Motion that Item #17 be continued to January 27, 2020.**

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Matheson

Motion passed unanimously.

18. AMENDMENT TO THE LAND DEVELOPMENT CODE UPUD DENSITY AND PARKING:

ORDINANCE No. 2423-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 2.07.00.I OF CHAPTER II ENTITLED "URBAN PLANNED UNIT DEVELOPMENT (UPUD) DISTRICTS" TO ADD A METHODOLOGY FOR RESIDENTIAL DENSITY CALCULATION AND ADD MINIMUM RESIDENTIAL CAR PARKING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kevin Freeman, Development Director presented, and the staff recommendation was to approve the proposed Ordinance as is with the removal of the incorporation of inclusionary housing requirement, Section (e).

 **9:03 PM MOTION: Motion to approve.**

Moved by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.  **9:15 PM**

Commission discussed the CRA-wide vs. urban center.

Public Comment:

- 1) John Leighton – (No Request to Speak Card) Questioned why City is limiting this to downtown when other areas may need this.**

19. AMENDMENT TO THE LAND DEVELOPMENT CODE REVIEW PROCEDURES FOR PUD APPLICATIONS:

ORDINANCE No. 2424-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 11.01.00 OF CHAPTER XI ENTITLED "PROCESSING OF PLAN APPLICATIONS" TO AMEND THE REVIEW BOARD PROCEDURES FOR PROPOSALS THAT INVOLVE URBAN PLANNED UNIT DEVELOPMENT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kevin Freeman presented and staff recommended the CRB should review board only instances of the amendment to previously approved urban planned unit development applications located within the Community Redevelopment Area.

Brief discussion for clarification of review process.

 **9:26 PM MOTION: Motion to approve with staff's recommendation the Ordinance as written.**

Moved by: Commissioner Matheson

Seconded by: Commissioner Bruner

Motion passed unanimously.

20. TRANSFER OF IMPACT FEE CREDITS:

ORDINANCE No. 2426-2020; AN ORDINANCE OF THE CITY OF STUART, AMENDING ARTICLE III, SECTION 32-68 ALLOWING FOR THE TRANSFER OF IMPACT FEE CREDITS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Mortell stated that the attachment did not include some of his edits, therefore, the second reading will include some editing to the top half that will not be discussed at this meeting. He reviewed the process of impact fees.

Brief discussion on impact fees.

 **9:42 PM MOTION: Motion to approve the transfer of Impact Fees, 2426-2020.**

Moved by: Commissioner Bruner

Seconded by: Vice Mayor Clarke

Motion passed 3/2.

MATHESON	NO
GLASS LEIGHTON	YES
BRUNER	YES
CLARKE	YES
MEIER	NO

ORDINANCE SECOND READING

 **9:45 PM ADJOURNMENT**

Mary R. Kindel, City Clerk

Michael J. Meier, Mayor

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

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Mary Kindel

Title of Item:

APPOINTMENT OF BOARD OF ADJUSTMENT (BOA) BOARD MEMBER. (RC)

Summary Explanation/Background Information on Agenda Request:

Commissioner Matheson's appointment to the BOA is Mr. Alex Gillen.

Funding Source:

N/A

Recommended Action:

Appoint Alex Gillen to the BOA.

ATTACHMENTS:

Description	Upload Date	Type
BOA Application - Alex Gillen	2/4/2020	Attachment
Advisory Board Spreadsheet - BOA Vacant	2/4/2020	Attachment

Kindel, Mary

From: Alexander E. Gillen <aegillen@gmail.com>
Sent: Wednesday, December 11, 2019 7:44 AM
To: Kindel, Mary
Subject: Fwd: Online Form Submittal: Board Application

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.

Sent from my iPhone

Begin forwarded message:

From: noreply@civicplus.com
Date: December 2, 2019 at 11:42:04 AM EST
To: aegillen@gmail.com
Subject: Online Form Submittal: Board Application

Board Application

Full Name	Alexander Gillen
Present Occupation	Attorney
Contact Phone	202-747-4856
Email Address	aegillen@gmail.com
Street Address	608 SE 5th St.
City, State, Zip	Stuart, FL 34994
Membership in Community Organizations or Professional Groups	Young Professionals of Martin County, Florida Bar
List Former Advisory Board(s) Affiliations	none

Comments *Field not completed.*

**Indicate Board You Would
Like to be Considered For** Board of Adjustment

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Gender Male

Race Caucasian

Disability Not Known

This email was scanned by Bitdefender

Advisory Boards						
Board of Adjustment	Member	Term Expires	Commission Liaison	New Appointee Applicant	Phone	Email
	Kristin Stanley	12/30/2021	Becky Bruner	also SIRB member	630-774-6525	kristinbusinessbroker@gmail.com
	Antone Freitas	12/30/2021	Kelli Glass Leighton		772-413-8081	tfreitas@teamparksinc.com
	Christina Vogl	12/30/2020	Mike Meier		772-529-2588	christina@voglarchitects.com
	VACANT	12/30/2020	Merritt Matheson			
	Helen McBride	12/30/2020	Eula Clarke	also SIRB member	305-331-8299	helenbmcb@icloud.com
	Community Redevelopment Agency					
	Member	Term Expires	Commission Liason	New Appointee Applicant	Phone	Email
	Pete Walson	12/30/2021	At Large	also CRB member	772-283-1399	prwalson@gmail.com
	Nathan Ritchey	12/30/2020	At Large	also CRB/SIRB member	772-631-6450	john.gonzalez@engelvoelkers.com
	Planning Advisory Board / Local Planning Agency					
	Member	Term Expires	Commission Liason	New Appointee Applicant	Phone	Email
	Li Roberts	12/30/2021	Kelli Glass Leighton		772-528-1088	clroberts@bellsouth.net
	Ryan Strom	12/30/2021	At Large		772-781-1616	rstrom@parkscompanyinc.com
	Larry Massing	12/30/2021	At Large		772-260-7210	lmassing@martin.fl.us
	William Mathers	12/30/2021	Becky Bruner		772-287-0525	mathersengineers@bellsouth.net
	Mike Herbach	12/30/2020	Eula Clarke		772-240-4896	sunbeltproperties@yahoo.com
	Christina de la Vega	12/30/2020	Merritt Matheson		772-530-2362	cmdelavega@gmail.com
	Campbell Rich	12/30/2020	Mike Meier		772-631-9547	campbellrich@me.com
	Community Redevelopment Board					
	Member	Term Expires	Commission Liason	New Appointee Applicant	Phone	Email
	Chris Lewis	12/30/2020	Eula Clarke		772-215-4174	clewis@lewislawgroup.com
	Frank Wach	12/30/2021	At Large		772-475-5080	frankwacha@gmail.com
	Faye James	12/30/2021	Kelli Glass Leighton		772-418-3006	jamesfaye5@gmail.com
	Pete Walson	12/30/2021	At Large	also CRA member	772-283-1399	prwalson@gmail.com
	Nathan Ritchey	12/30/2021	Becky Bruner	also SIRB member	772-263-1589	ritchevrealstate@gmail.com
	Tom Campenni	12/30/2020	Mike Meier		772-341-7455	thomasfcampenni@gmail.com
	Cristina Maldonado	12/30/2020	Merritt Matheson		772-985-1157	yellowdogcris@yahoo.com
	Stuart Independent Review Board					
	Member	Term Expires	Commission Liason	New Appointee Applicant	Phone	Email
	Helen McBride	12/30/2021	At Large	also BOA member	305-331-8299	helenbmcb@icloud.com
	"Dee" Diane C. Gusch	12/30/2021	At Large		203-895-5116	ctintampa@gmail.com
	Pearlie B. Clark	12/30/2020	At Large		772-214-6604	pearlclark2917@comcast.net
	Joe Capra	12/30/2020	At Large		772-692-4344	jcapra@gocaptec.com
	Nathan Ritchey	12/30/2020	At Large	also CRA/CRB member	772-263-1589	ritchevrealstate@gmail.com
	Anita Concoves	12/30/2020	At Large		772-215-9377	acocoves1329@gmail.com
	Kristen Stanley	12/30/2020	At Large	also BOA member	630-774-6525	kristinbusinessbroker@gmail.com

Updated 12/12/19

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

AUTHORIZE SFWMD GRANT AGREEMENT FOR THE FLORIDAN AQUIFER WELL (RC):

RESOLUTION No. 19-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A \$100,000.00 GRANT AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER WELL; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The South Florida Water Management District's Governing Board authorized grant funding for alternative water supply projects at their December 12, 2019 meeting. The City of Stuart's Floridan Aquifer Well project was awarded \$100,000.00 in grant funding. Funding covers construction related costs incurred and expended during the period of December 12, 2019 to May 31, 2021.

Funding Source:

Budgeted FY20 - 1610 / 563 (Water Treatment Team)

Recommended Action:

Approve Resolution No. 19-2020.

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution 19-2020 Authorize SFWMD Grant Agreement for the Floridan Aquifer Well	1/22/2020	Resolution add to Y drive
☐ SFWMD Grant Agreement	1/22/2020	Attachment



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

RESOLUTION NUMBER 19-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A \$100,000.00 GRANT AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER WELL; PROVIDING FOR AN EFFECTIVE DATE AND 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 hereby authorizes the Mayor and City Clerk to execute a \$100,000.00 grant agreement with the South Florida Water Management District for construction of the Floridan Aquifer Well.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 19-2020
Authorize SFWMD Grant Agreement for the Floridan Aquifer Well

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:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of February, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER PROTECTION AND SUSTAINABILITY PROGRAM**

Alternative Water Supply (AWS)

Recipient: City of Stuart Recipient's Project Manager: Tim Voelker Address: 121 SW Flagler Ave Stuart FL 3494 Telephone No: 772-288-5332 E-mail Address: tvoelker@ci.stuart.fl.us	Agreement Number: 4600004158 Governing Board Approval Date: December 12, 2019 District Funding Amount: \$100,000 Contract Term: December 12, 2019 – June 30, 2021* PO Number: _____ Reference on all Invoices *All deliverables are due by May 31, 2021
SFWMD Project Manager: Brian Moore Telephone No.: (561) 682-6720 E-mail Address: bmoore@sfwmd.gov Contract Specialist: Sharman Rose E-mail Address: shrose@sfwmd.gov Telephone No.: (561) 682-2167 Fax No.: (561) 682-5624 Address: 3301 Gun Club Road West Palm Beach, FL 33406	
Insurance: Not Applicable	
Federal Employer Identification Number: 59-6000433	
Project Title: Project #UEC-301 Construct Floridan Aquifer System Production Well FA-1	

This **Agreement** is entered into between “the Parties,” the South Florida Water Management **District**, the “**District**”, and the undersigned party, hereinafter referred to as the “**Recipient**.” The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Statement of Work,” herein referred to as the “Project”, attached hereto as Exhibit “A”, and made a part of this **Agreement**.
- 1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits, which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Summary Schedule of Tasks and Deliverables
Exhibit C	Quarterly Status Report
Exhibit D	Final Project Summary Report
Exhibit E	Federal/State Appropriations

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall be the dates noted on the cover page of this **Agreement**.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on the cover page of this **Agreement**. Such amount is a not-to-exceed the specified amount and therefore, no additional consideration shall be authorized. The **Recipient** shall provide at least sixty percent (60%) or more of the Project’s actual construction cost, unless a different amount is authorized pursuant to Section 373.707, Florida Statutes. The **Recipient** acknowledges that the **District** may authorize an amount less than forty percent (40%); and, if current fiscal year construction costs decrease, the approved funding may be decreased. The approved funding is a percentage, up to forty percent (40%) based on the estimated current fiscal year project construction cost. Payment will be made by the **District** for work authorized and completed between

December 12, 2019 and May 31, 2021. The **District** will not reimburse the **Recipient** for work that commences prior to the start date of the **Agreement** or for work completed after May 31, 2021.

- 3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Exhibit “A”. By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit “A”.
- 3.3 The **Recipient** hereby agrees not to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the construction activities described in Exhibit “A”.
- 3.4 The **Recipient** agrees to reimburse the **District** funds provided through this **Agreement** for facilities (i.e. test/production wells, etc.) that do not become an operational component of the overall alternative water supply facility within the timeframe established in the application. Notwithstanding anything in this **Agreement** to the contrary, this paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution.
- 3.5 Notwithstanding any provisions of this **Agreement** to contrary, the **District** reserves the right, without financial or other penalty or obligation, to (1) cancel this contract and/or (2) reduce the amount of funding to be provided by the **District** pursuant to this **Agreement** in the event the **District** does not receive all or any state appropriation for the alternative water supplies program from the State of Florida as provided in the State’s 2019-2020 fiscal year budget (2019-2020 General Appropriations Act Line 1642).

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

- 4.1 The **Recipient** shall provide a completed Quarterly Status Report attached hereto as Exhibit “C” within ten (10) business days of the following due dates March 31, 2020, June 30, 2020, September 30, 2020, December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021, March 31, 2022, June 30, 2022, and September 30, 2022. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. In addition, on or before May 31, 2021, the **Recipient** shall provide a completed Final Project Summary Report, attached hereto as Exhibit “D” and the Final Reimbursement Request Package. Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all construction has been completed in accordance with Exhibit “A” of this **Agreement**.
- 4.2 In the event actual construction costs are less than the not-to-exceed amount for a particular task stated in Exhibit “B”, the **Recipient** will have the right to apply the unexpended balance toward another task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In no event, shall the **District**’s total obligation exceed the amount specified in Exhibit “B”

for this **Agreement**; however, an actual construction cost less than an estimated construction cost may result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

- 4.3 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the “Payment and Deliverable Schedule”, and receipt of a fully documented reimbursement request package. The **Recipient’s** reimbursement request package shall contain the backup documentation required (see Attachment 1 to Exhibit “B”). The request shall include but is not limited to:
- **Recipient’s** invoice (include the **District’s Agreement** Number and Purchase Order number);
 - Signed certification letter on **Recipient’s** letterhead (signed by an authorized representative of the **Recipient**);
 - Tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**); and
 - Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.

The **Recipient** shall submit the final reimbursement request package and Exhibit “D” on or before May 31, 2021. Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

- 4.4 **Recipient** shall send its invoices and attachments to APIInvoice@sfwmd.gov and a copy to the **District** Project Manager. All invoices must reference the **Recipient’s** legal name as authorized to do business with the State of Florida; **District’s Agreement** Number and Purchase Order (PO) Number as specified on the cover page of the **Agreement**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **Recipient** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **Recipient’s** name, Agreement number, and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **Recipient** must provide the above to the following address:

**South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682**

- 4.5 **Recipient** must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **Agreement** in order to receive prompt payment by the **District** as described in the applicable sections of Chapter 218, Florida Statutes. **Recipient’s** failure to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

- 4.6 Upon completion of the Project, any data that was generated during the performance of the Project shall be submitted to the **District** upon request.
- 4.7 New Well Construction Projects: For projects involving construction of new wells, the **Recipient** shall:
1. Submit design of well construction and testing programs to the **District** for review and comment prior to implementation. The **Recipient** shall integrate the **District's** comments into the final testing plan where feasible.
 2. Submit all pertinent well information collected during well construction and testing (i.e., depths, cuttings descriptions, geophysical logs, aquifer test data, etc.), as available. Submissions shall be provided electronically as specified by the **District**.
 3. If the final location of the well(s) varies from the original location specified in the Consumptive Use or other permit or permit applications, the **Recipient** shall provide the **District Project Manager(s)** with written proof that the appropriate permitting agency contact is aware of and agrees with the changes.

The data shall be archived in the **District's** permanent database and available to the public. Please contact Emily Richardson (561) 682-6824, ehopkins@sfwmd.gov, for instructions on submitting data.

ARTICLE 5 – CONTRACT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the **District** Project Manager(s) for attempted resolution or action. The **District** Project Manager(s) shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices under this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail, to the respective addresses specified on the cover page of the **Agreement**.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's Agreement** Number and PO Number.

ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring the **Recipient** to materially perform in accordance with the terms and conditions of the

Agreement. In accordance with Chapter 40E-7.215, Florida Administrative Code, “Material Breach” is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District’s** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. Should the District terminate for default in accordance with this provision, the **District shall be entitled** to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be affected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.3 In the event a dispute arises, which the **Project Managers’** cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient’s** project application are found to be false or if the **Recipient** fails to complete the construction activities described in Exhibit “A”, Statement of Work.

ARTICLE 7 – RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
- B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
- C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.
- D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.

7.2 Public Records

- A. **Compliance with Florida Laws:** **Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, **Recipient** has the burden of establishing and defending the exemption. **Recipient's** failure to comply with this section is a breach of this **Agreement**.
- B. **Recordkeeping and Public Access:** Under the applicable sections of Chapter 119, Florida Statutes, a request to inspect or copy public records relating to a **District** contract for services must be made directly to the **District**. In addition, **Recipient** must: (1) keep and maintain public records required by the **District** in order to perform the service; (2) upon request from the **District's** custodian of public records, provide the **District** 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 by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **Agreement** term and following completion of the **Agreement** if the **Recipient** does not transfer the records to the **District**; and (4) transfer, at no cost, to the **District**, all public records in possession of the **Recipient** or keep and maintain public records required by the **District** to perform the service. If the **Recipient** transfers all public records to the **District** upon completion of the **Agreement**, the **Recipient** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Recipient** keeps and maintains public records upon completion of the **Agreement**, the

Recipient shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the **District** upon request from the **District's** custodian of public records, in a format that is compatible with the information technology systems of the **District**. At the conclusion of the **Agreement** with the **District**, **Recipient** shall provide all applicable records associated with this **Agreement** on electronic media (CD-ROM or USB flash drive).

- C. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

ARTICLE 8 – STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, local laws and regulations and requirements relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.
- 8.3 Under the applicable sections of Chapter 216, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.
- 8.4 The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary. The **Recipient** agrees to comply with the terms and conditions of all permits.
- 8.5 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.

- 8.6 The **Recipient** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **Recipient** shall not subcontract, assign, or transfer any other work under this **Agreement** without the prior written consent of the **District's** Project Manager. The **Recipient** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **Recipient** that the **District** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 8.7 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the **District's** Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.
- 8.8 The **Recipient** shall comply with Section 287.135, Florida Statutes. The **Recipient** further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event there is any misrepresentation or false certification on the part of the **Recipient**. The **District**, in the event of such termination, shall not incur any liability to the **Recipient** for any work or materials furnished.
- 8.9 This paragraph shall remain in full force and effect for twenty (20) years from the date of contract execution. After construction is completed on the Project, the **Recipient** shall continuously operate the Project as described in the Project application and consistent with the application water use permit(s). In the event the Project is not operated or completed in accordance with these requirements, the **Recipient**, if requested by the **District**, agrees to reimburse the amount of funding the **District** provided to this project. This amount may be prorated based on the number of years the completed project is operated using an assumed project life of 20 years. Furthermore, the **District** may cease funding for this Project and any future Projects proposed by the **Recipient**.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

- 9.1 For value received, which is hereby acknowledged, the **Recipient** shall, subject to the limits permitted in Section 768.28, Florida Statutes, defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action. Pursuant to Section 768.28, Florida Statutes, nothing herein shall require the **Recipient** to be liable for intentional or reckless acts or for actions committed in bad faith or malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or

property. However, nothing contained here shall constitute a waiver by the **Recipient** of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit “A” of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit “A” Statement of Work
 - (c) Application
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference

- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.
- 11.6 This **Agreement** states that all publicity/outreach media will be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award will acknowledge the participation and funding by the **District**.
- 11.7 This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.
- 11.8 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Drew Bartlett, Executive Director

Date: _____

By: _____
Candida Heater, Director
Administrative Services Division

Date: _____

SFWMD Procurement Approved:

By:  Date: 1/21/20

SFWMD OFFICE OF COUNSEL APPROVED:

By:  Date: 1-21-2020

Recipient's Legal Name: CITY OF STUART

By Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A”
STATEMENT OF WORK

Construct Floridan Aquifer System Production Well FA-1
City of Stuart

A. INTRODUCTION/BACKGROUND

The City of Stuart (City or Recipient) is facing factors that threaten the reliability and availability of the surficial aquifer system (SAS). These factors include groundwater contamination, potential for saltwater intrusion, and potential impacts on adjacent wetlands and other legal users. Due to the ongoing threats to the existing water supply and potential for more stringent future drinking water regulation, the City needs to diversify its options by investing in an alternative water supply.

The City owns and operates a lime softening water treatment plant (WTP) that is permitted for treating water at a capacity of 6 million gallons per day (mgd). Currently, the City treats raw water from the SAS. The shallow wellfield includes 30 production wells, of which 23 are active and 7 inactive due to some form of contamination. Although the City’s SAS water supply is sufficient to meet the population and water demand forecasts under existing water quality regulations, the existing surficial well withdrawals are limited due to the potential for wetland impacts, potential for saltwater intrusion, and contamination. Due to these various threats on the reliability and availability of the City’s water source, an alternative water source and treatment process was evaluated and recommended. The City is proactively planning to phase in a 3.0 MGD Reverse Osmosis (RO) Water Treatment Facility by the year 2032 utilizing the Floridan Aquifer System (FAS). Each phase will add 1 mgd. Phase 1 of the RO Facility is anticipated to be completed by 2022, Phase 2 by 2027 and Phase 3 by 2032.

This project is for construction of the FAS Production Well FA-1 (excluding wellhead and raw watermain), which is the raw water well associated with Phase 1. Construction is expected to be completed by June 2020. Design of the RO Facility Phase 1 will be simultaneous with the construction of well FA-1.

B. OBJECTIVES

The objective is to implement the FAS as an alternative water supply source, diversify its options, and ultimately reduce the City’s reliance upon its SAS water supply. This would allow the City to meet its mission of supplying the highest quality drinking water to its customers.

C. SCOPE OF WORK

Construction of FAS Well FA-1 includes drilling, setting of steel and PVC casings, grouting, flow testing, acidizing (if necessary), well logging, pump testing, and restoration of well site. Wellhead assembly, raw watermain installation, and disinfection will be performed as part of future RO Facility activities.

Well FA-1 will be drilled to the upper Floridan aquifer by open hole construction with both steel and PVC well casing. The well casing shall be telescoped in nature and include an upper larger casing to accommodate the potential for a future vertical turbine or submersible type pump, and a smaller lower casing down to the top of the open hole. **Figure 1** shows the supply well construction details. Well FA-1 is to be constructed as a test/production well, which will be drilled to 1,700 below land surface (bls) to allow for collection of more information (water

quality, yield) of the FAS at the water treatment plant site. The test well will then be converted to a supply well upon completion of water quality testing. **Figure 2** shows the well casing termination configuration at the end of this project.

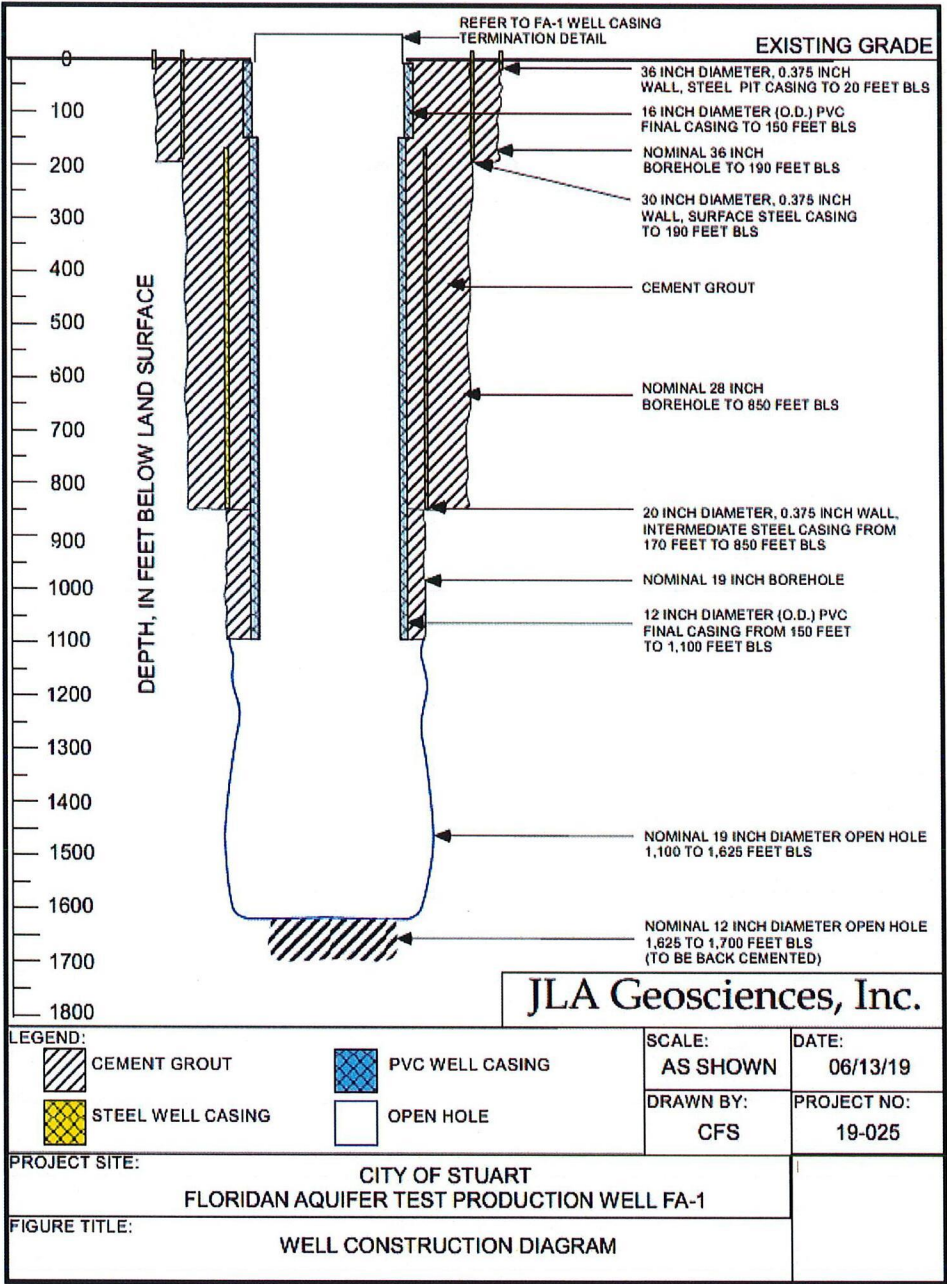


Figure 1. Well Construction Diagram

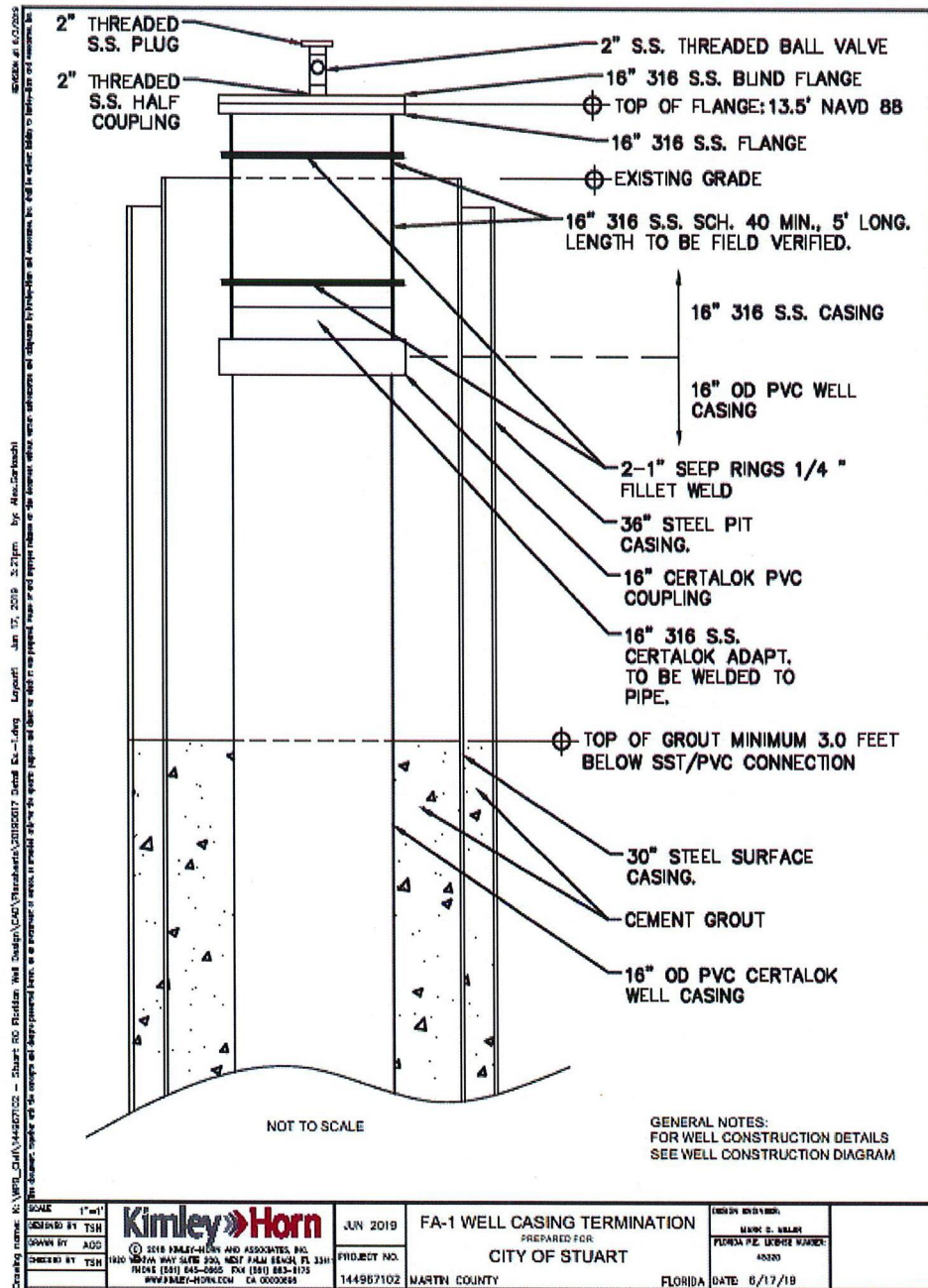


Figure 2. Well Casing Termination

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below. Note that if the project is complete prior to the due date of a Status Report (Tasks 2-6), then Exhibit “D” shall replace the Status Report and subsequent Status Reports shall not be required.

Task 1: – **Recipient** shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by May 31, 2021.

Due Date: Upon contract execution

Task 2 – Exhibit “C” Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2020

Task 3 – Exhibit “C” Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: June 30, 2020

Task 4 – Exhibit “C” Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: September 30, 2020

Task 5 – Exhibit “C” Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: December 31, 2020

Task 6 – Exhibit “C” Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2021

Task 7 – **Recipient** shall construct FAS Well FA-1, including drilling, casing installation, grouting, flow testing, acidizing (if necessary), well logging, pump testing, and restoration of well site/ Reimbursement Request Package.

Due Date: Upon Task Completion

Task 8 – Final Reimbursement Request Package & Project Summary Sheet (Exhibit “D”): **Recipient** shall submit to the project manager the final reimbursement request package, to include but not limited to, signed certification letter that the project is complete per the agreement, recipient invoice, copies of vendor invoices, and Final Project Summary Report (Exhibit “D”).

Due Date: May 31, 2021

EXHIBIT "B"

PAYMENT AND DELIVERABLE SCHEDULE

Construct Floridan Aquifer System Production Well FA-1

City of Stuart

- A summary deliverable schedule associated with this project is set forth below.
- The **Recipient** shall submit all deliverables to the **District's** project manager. All deliverables submitted hereunder are subject to review by the **District**. The **Recipient** hereby agrees to provide the **District** all deliverables, data and information described in the Statement of Work.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request package for payment and Exhibit "D" on or before May 31, 2021 for reimbursement. All reimbursement request packages shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A" the Statement of Work (SOW).
- Reimbursement Request Packages shall include but not be limited to, a copy of **Recipient's** invoice, signed certification letter for partial payment that the task(s) is (are) complete per the SOW or that the project is complete per the SOW, Exhibit "D" Final Project Summary Report, copies of vendor invoices and payments, and any other documentation supporting payment. Timely payment of invoices shall be contingent upon the District's review and acceptance of all invoice(s). Final payment is subject to the final project construction cost. The Reimbursement Request Package shall be submitted on or before May 31, 2021.
- The **District** shall only be obligated to pay for documented actual construction costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular task, the **Recipient** shall have the right to apply the unexpended balance toward another task, unless the total current construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District's** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In no event shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost may result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total reimbursement payment by the **District** for all work completed herein shall not exceed the amount of \$100,000. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date¹	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid and/or vendor estimates for tasks to be completed by May 31, 2021	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2020	N/A
3	Exhibit "C" – Quarterly Status Report ³	N/A	June 30, 2020	N/A
4	Exhibit "C" – Quarterly Status Report ³	N/A	September 30, 2020	N/A
5	Exhibit "C" – Quarterly Status Report ³	N/A	December 31, 2020	N/A
6	Exhibit "C" – Quarterly Status Report ³	N/A	March 31, 2021	N/A
7	Construct FAS Well FA-1, including drilling, casing installation, grouting, flow testing, acidizing (if necessary), well logging, pump testing, and restoration of well site/ Reimbursement Request Package	Upon Task Completion	Upon Task Completion	\$100,000
8	Reimbursement Request Package & Project Summary Report (Exhibit "D")	May 31, 2021	May 31, 2021	N/A
Total District Funding				\$100,000
Current Fiscal Year(s) Construction Costs				\$1,332,425
Total Project Construction Cost				\$2,340,000

¹If applicable, interim Reimbursement Request Package shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before May 31, 2021 for reimbursement, *no exceptions*.

²If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it's available to the **District** Project Manager.

³Exhibit "C" Quarterly Status Reports are due within ten (10) days of the due date.

Note: Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.



EXHIBIT "C"
Alternative Water Supply

Quarterly Status Report

To comply with the AWS quarterly status report requirements specified in your contract, this form shall be completed and submitted via email to your **District** Project Manager. Please attach backup documentation (e.g. pictures, drawings, etc.) that will provide an understanding of project construction to date.

Agreement Number:	4600004158	Purchase Order Number:		
Reporting Quarter: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐				
Project Title:	Construct Floridan Aquifer System Production Well FA-1	Recipient:	City of Stuart	
Overall status of project:	On Schedule ☐		Behind Schedule ☐	
If behind schedule, provide an explanation:				
Project Summary (to date):				
Actual Phase Construction Costs				
		Date	Amount	
Bid Document				
Final Contract (with vendor)				
Total expended to date				
Change order(s)				
Submitted by:		Title:		
Email:		Date:		
Report submittal and/or questions: Email or call Brian Moore at bmoore@sfwmd.gov or 561-682-6720				
SFWMD staff only:				
Date received:		Received by:		
Status:	Commenced ☐	On Schedule ☐	Behind Schedule ☐	Completed ☐
				Closed ☐

Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit “B” of the Agreement:

Task No.	Exhibit “B” Deliverables	Is the Task Complete? Y/N	Estimated Finish Date	Task Status and Comments
1	Electronic submittal of final project bid and/or vendor estimates for tasks to be completed by May 31, 2021		Upon contract execution	
2	Quarterly Status Report		3/31/20	
3	Quarterly Status Report		6/30/20	
4	Quarterly Status Report		9/30/20	
5	Quarterly Status Report		12/31/20	
6	Quarterly Status Report		3/31/21	
7	Construct FAS Well FA-1, including drilling, casing installation, grouting, flow testing, acidizing (if necessary), well logging, pump testing, and restoration of well site		Upon Task Completion	
8	Reimbursement Request Package & Project Summary Report (Exhibit “D”)		5/31/21	

EXHIBIT "D"**Alternative Water Supply****Final Project Summary Report**

1 Floridan Aquifer System Production Well FA-

Project Title

Recipient Project Manager

4600004158 /

City of Stuart

SFWMD Agreement / PO Numbers

Recipient Name (Project Owner)

Describe project constructed:

Type of Alternative Water Supply	Quantity of Water Made Available		Construction Duration	
	Proposed	Actual	Start Date	Finish Date
Brackish				

COST FOR THIS PHASE (Phase refers to the current work)		
	Proposed Costs	Actual Costs
Current Fiscal Year(s) Construction Cost	\$1,332,425	\$
FUNDING BREAKDOWN FOR THIS PHASE		
District Funding	\$100,000	\$
Local Funds	\$1,232,425	\$
Other Funding Source		
From:	\$	\$
TOTAL PHASE COSTS	\$1,332,425	\$

Attach map and photo(s) of project on CD, if available. The District will make funding payments only to reimburse for work completed between December 12, 2019 and May 31, 2021.

To the best of my knowledge, the above information is correct.

Chief Financial Officer

Recipient Project Manager

EXHIBIT "E"

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
Federal Program Number	State Agency	State Fiscal Year	Number	CSFA Title or Funding Source Description	State Appropriation Category
	Department of Environmental Protection	2019-2020		Water Protection Sustainability Program	

Total Award	\$50,000
-------------	----------

For each program identified above the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://beta.sam.gov/help/assistance-listing>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

EXPENDITURE OF ADDITIONAL FUNDS FOR DESIGN OF THE NW DIXIE HIGHWAY SIDEWALK EXTENSION. (RC):

RESOLUTION No. 22-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 3 TO THE 2019-2020 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR DESIGN OF THE NW DIXIE HIGHWAY SIDEWALK EXTENSION PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

City of Stuart Resolution No. 20-2018 authorized the City Manager to apply for a Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) Application for a multi-modal sidewalk along the east side of Dixie Highway and Green River Parkway. The NW Dixie Highway Sidewalk Extension project was subsequently approved for funding in the amount of \$351,841.00 through the FDOT TAP program. In FY20 the City budgeted \$80,000.00 for the design of the sidewalk extension; however, the design fees came in at \$86,095.00. The subsurface utility engineering (SUE) and pedestrian traffic signal design at the intersection of NE Dixie Highway and SE Green River Parkway were more than anticipated. Therefore, an additional \$6,095.00 is needed for the design.

Funding Source:

From: Transportation Impact Fees	\$6,095.00
To: Transportation Maintenance, Appropriations	\$6,095.00

Recommended Action:

Approve Resolution No. 22-2020; BA No. 3.

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution 22-2020 BA No. 3 NW Dixie Highway Sidewalk Extension Project	1/30/2020	Resolution add to Y drive
□ Location Map	1/30/2020	Backup Material
□ Resolution 20-2018	1/30/2020	Backup Material
□ Engineering Design Scope of Work	1/30/2020	Backup Material



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

RESOLUTION NUMBER 22-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 3 TO THE 2019-2020 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR DESIGN OF THE NW DIXIE HIGHWAY SIDEWALK EXTENSION PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2019-2020 Year Budget of the General Fund of the City of Stuart, Florida, being Resolution No. 22-2020 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From: Transportation Impact Fees	\$6,095.00
To: Transportation Maintenance, Capital Outlay	\$6,095.00

This is an authorization of the City Commission of the City of Stuart, Florida authorizing budget amendment no. 3 to the FY 2019-20 Annual Budget to appropriate and expend additional funds for the design of the NW Dixie Highway Sidewalk Extension project.

SECTION 2: Except as amended hereby, the FY 2019-2020 Annual Budget shall remain in full force and effect.

SECTION 3: This resolution shall take effect on adoption.

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

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of February, 2020.

ATTEST:

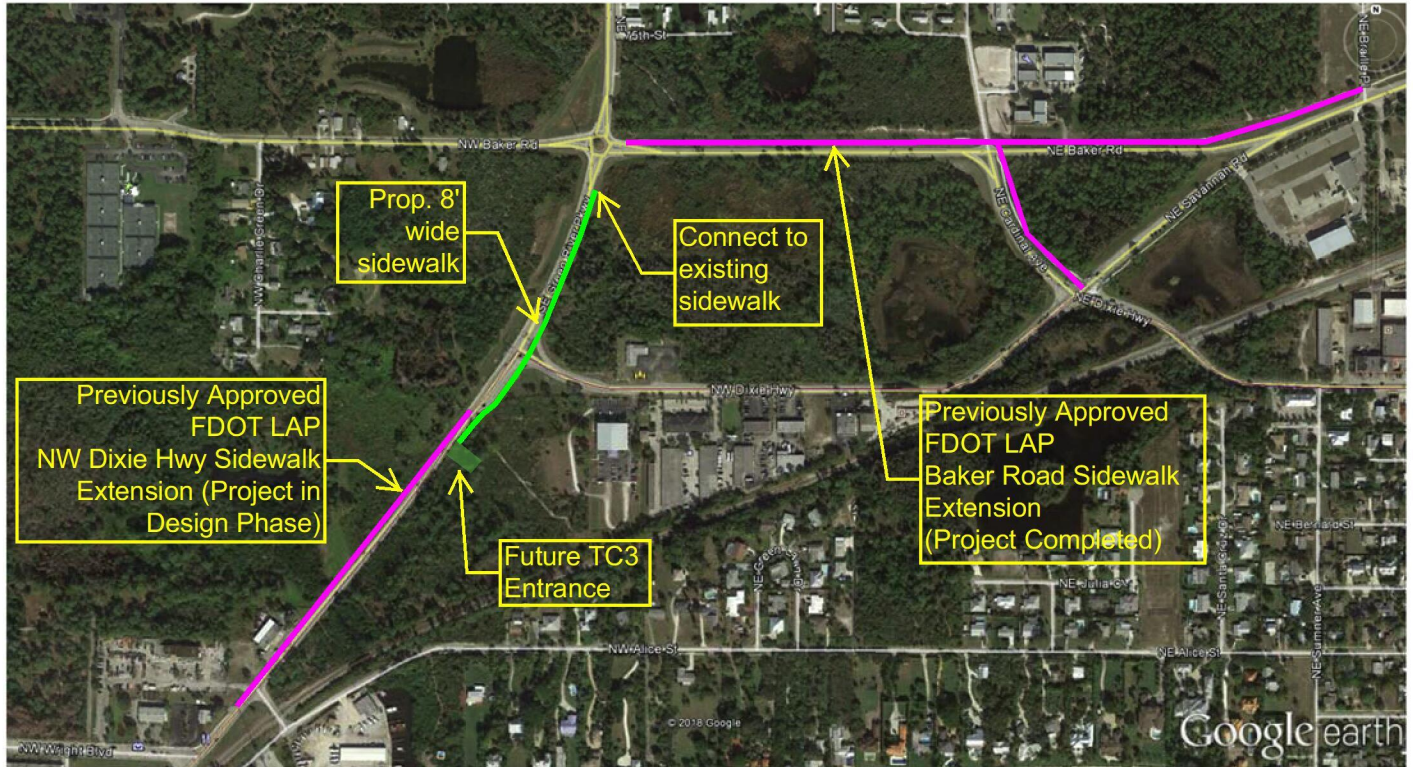
MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

NW Dixie Highway Sidewalk Extension Project



FY 2021/2022
Transportation Alternatives Program
LOCATION MAP
City of Stuart



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 20-2018

RESOLUTION NO. 20-2018; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR A MULTI-MODAL ALONG NW DIXIE HIGHWAY AND GREEN RIVER PARKWAY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Manager is hereby authorized and directed to submit a Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) Application to the Martin Metropolitan Planning Organization (MPO) for a multi-modal path along NW Dixie Highway and Green River Parkway. The application will include constructing a concrete path on the east side of NW Dixie Hwy and Green River Parkway from south of the signalized intersection to south of NE Baker Road as well as constructing two signalized pedestrian crossings.

SECTION 2: This resolution shall take effect on adoption.

R20-2018

NW Dixie Highway Multi-Modal Path FDOT Transportation Alternatives Program (TAP)
Application

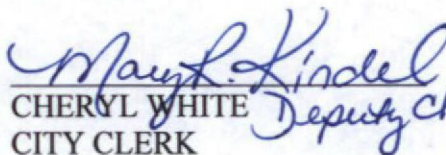
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

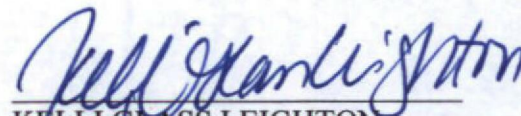
KELLI GLASS LEIGHTON, MAYOR
BECKY BRUNER, VICE MAYOR
TROY A. MCDONALD, COMMISSIONER
TOM CAMPENNI, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

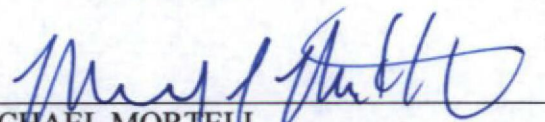
ADOPTED this 12th day of February, 2018.

ATTEST:


CHERYL WHITE Deputy Clerk
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



January 23, 2020

Tim Voelker, PE
City of Stuart
Public Works Assistant Director / City Engineer
121 SW Flagler Avenue
Stuart, Florida 34994

RE: NW Dixie Highway Sidewalk Extension
Proposal for Professional Engineering and Consulting Services

Dear Mr. Voelker:

Bowman Consulting Group Ltd (the Consultant) is pleased to submit this proposal to the City of Stuart (the Client) for professional engineering and consulting services for NW Dixie Highway Sidewalk Extension (the Project) for the City of Stuart.

DESCRIPTION OF SERVICES

It is our understanding that the Client is in need of professional engineering and consulting services for the above referenced Project to include engineering services for a sidewalk extension. It is also our understanding that the Project will be FDOT LAP funded and therefore will meet all FDOT LAP requirements to complete the Project. The Project will provide for pedestrian connectivity along the east side of NW Dixie Highway from the south east corner of Green River Parkway extension north approximately 1200 LF to NE Baker Road. The following general services are included herein:

The engineering services include survey and permitting work associated with the complete design and permitting of the sidewalk including, but not limited to: drainage modifications, driveway and culvert replacement, utility relocations, permitting and minimal post design services.

The Consultant shall prepare a complete set of construction plans in accordance with FDOT Plans Preparation Manual. The design shall follow the FDOT design criteria set forth in the Standard Specifications, Roadside Design Guide, and the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Standard Streets (Florida Green Book). Additional criteria from the AASHTO a Policy on Geometric Design of Highways and Streets and the Institute of Traffic Engineers (ITE) Traffic Engineering Handbook may also be applicable. The construction plans shall include cross sections at a minimum of 200-foot intervals as well as plan and profile views.

The Consultant shall submit the applicable components of the LAP submittals to the City and be familiar with FDOT's electronic review process (ERC) for addressing FDOT review comments.

SCOPE OF SERVICES

Task 1 - Route Design Survey

The Consultant shall complete a topographic survey along the easterly and southerly right of way of Dixie Highway and the easterly right of way of SE Green River Parkway (approximately 1,500 feet) in Sections 28, 29, 32 and 33 Township 37 South, Range 41 East. The survey shall include the following:

- A. Search for boundary monumentation along the survey route in an attempt to depict the apparent Easterly right of way line along NW Dixie Highway on the survey drawing. This will be the approximate right of way. A boundary survey is not a part of this scope of services.
- B. Establish cross sections along the Project limits at 50-foot intervals. The cross sections shall commence at the centerline of pavement and terminate approximately 10 feet past the Easterly toe of the road grade. Elevations shall be collected at all significant changes in grade and at all topographic features along the cross-section lines.
- C. Detail all driveways and inconsistent roadway features along Project limits.
- D. Detail the entire intersection at NW Dixie Highway and SE Green River Parkway for the design of a cross walk.
- E. Locate improvements within the Easterly right of way to include but not limited to; utilities, signs, drainage features, etc. (grates and manholes will not be pulled for inverts).
- F. The survey work shall be supervised by a Professional Surveyor and Mapper, licensed in the State of Florida in accordance with Chapter 472, Florida Statutes and shall also meet or exceed the Standards of Practice for surveys as defined within Chapter 5J17-05 (F.A.C.)

Not Included:

- Boundary Survey
- Legal Descriptions

Task 2 - Subsurface Utility Engineering (SUE)

Utility Designating (ASCE 38-02 Quality Level B)

The Consultant will provide an ASCE 38-02 Quality Level B utility investigation, to determine the horizontal location of existing utilities within the Project area, as per marked plans provided by the Client. This includes electromagnetic designating of traceable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-traceable facilities. Survey of utility designates to be provided by the Consultant.

The Consultant will mark designated facilities with American Public Works Association (APWA) compliant colors. Client to supply survey control and proposed mast arm location / signalization in order to accurately depict conflicts.

Deliverables will include a CAD file of the designated facilities, including copies of field notes or marked plans when appropriate.

Utility Test Holes (ASCE 38-02 Quality Level A)

The Consultant will perform an ASCE 38-02 Quality Level A field investigation (utility test holes) at proposed mast arm potential conflicts as specified by the Client or Client's authorized representative. Maintenance of Traffic and survey included.

Deliverables will include test hole data sheets which include: Test Hole Inventory, digital pictures, XYZ survey data, type, size, material, direction, depth of utility, and Surveyors Report.

Task 3 - Environmental Assessment

Consultant will manage Hobe Sound Environmental Consultants, Inc. (HSE), a professional environmentalist firm to complete the following:

A. Wetland and Wildlife Assessment:

HSE will conduct a Wetland and Wildlife survey for the proposed corridor. Biologists will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FWWCC) Guidelines. Biologists will record all observations of listed protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat and cavity trees. HSE's biologists will delineate on-site wetlands at the above-referenced Project site. All wetlands will be delineated according to the State of Florida, FAC 62-340 and the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report Y-87-1. Wetland boundaries will be flagged with pink surveyor's tape marked "Wetland Delineation" and consecutively numbered. HSE will locate the delineated wetland boundary using a hand held GPS system and overlay the boundary on a Martin County 2018 aerial photograph for the Client's review. Wetland survey is not part of this contract and will be provided by others.

Note: This proposal does not include any wetland verification with SFWMD, ACOE or Martin County. If wetlands are discovered on site during the WWA, HSE will provide the Client a separate proposal for additional services.

B. Vegetation Survey (FLUCCS)

HSE Biologists will conduct a systematic survey of vegetation using the Florida Land Use, Cover and Classification System (FLUCCS), A Technical Report. FLUCCS was developed by the State of Florida, Department of Administration, Division of State Planning, Bureau of Comprehensive Planning. Biologists will base the vegetative community descriptions on field survey observations, SCS soil maps and aerial photograph interpretation.

C. Soil Map/Survey

HSE Biologists will map all Project soils. Soils will be mapped according to the Soil Survey of Martin County Area, Florida, United States Department of Agriculture, Soil Conservation Service.

D. Wetland and Wildlife Assessment Report

HSE will prepare a Wetland and Wildlife Assessment report based on data compiled in tasks above. The report will discuss the environmental issues associated with the referenced Project site. The report may be used to address Federal and State environmental permitting issues. Digital copy (pdf) will be provided.

E. Preliminary Contamination Review

HSE will conduct a preliminary review of the corridor for contamination. HSE will review state and federal data basis.

F. Florida Scrub-Jay Survey (Five Day)

The Project is adjacent to an area known to have a family of Florida Scrub-Jays (*Aphelocoma coerulescens*). HSE P19-126 WWA Scrub-Jay Page 2 of 5 December 2019. The following work is associated with a Florida Scrub-Jay Survey. HSE biologists will conduct a Florida Scrub-Jay (*Aphelocoma coerulescens*) survey of the above-referenced site. Biologists will follow survey protocol as described in Ecology and Development-Related Habitat Requirements of the Florida Scrub-Jay, Non-game Wildlife Technical Report #8, Florida Game and Fresh Water Fish Commission (FGFWFC) [now known as Florida Fish and Wildlife Conservation Commission (FFWCC)]. Biologists will survey the Project site during the Spring (March - April) 2020 for five (5) days, playing Florida Scrub-Jay bird calls at various stations throughout the Project site. The survey will begin within one hour after sunrise and will terminate prior to midday, as referenced in the survey protocol for Technical Report #8. Biologists will mark any sightings of Scrub-Jays on a Martin County aerial photograph. *Florida Scrub-Jay surveys must be conducted during the Spring (March - April 2020), Mid-summer (July 2020) or Fall (September - October 2020).*

G. Scrub-Jay Survey Report

HSE will prepare a Confidential Florida Scrub-Jay report outlining the methodologies and findings of the scientific survey conducted at the Project site for the presence of Scrub Jays. A digital copy (pdf) of the report will be provided to the Consultant and the City of Stuart. Additional hard copies of the report will be prepared on a time and materials basis, if requested by the Client.

Task 4 - Cultural Resource Assessment Survey (CRAS)

Consultant will manage Florida Archeological Services, Inc. (FAS) a Registered Professional Archeologist firm to complete the following:

Section 106 of the National Historic Preservation Act of 1966 (as amended); Public Law 89-665. As indicated in the 2018 study via its March 26, 2018 LAP Environmental Review Request Memorandum for the NW Dixie Highway Guardrail and Sidewalk project, a formal Cultural Resource Assessment Survey was completed during the prior project in order to assure the project's compliance with current FDOT and DHR historic preservation mandates and guidelines. The current East side Project will follow the same guidelines and procedures in order to assure historic preservation compliance and consistency.

In completing a preliminary review of pertinent cultural resources potential for this Project, FAS has conducted a brief review of the cultural resources in near proximity to the NW Dixie Highway based upon information contained in the Florida Master Site Files (FMSF) at the Division of Historical Resources (DHR) in Tallahassee, Florida. As indicated above, only one (1) significant (NR-eligible) historic resource occurs in the Project vicinity. The site, the FEC Railroad is located in vicinity of the east side of the Project area.

This proposal and the cultural resources assessment survey will do just that and include an architectural and historical assessment of the archeological and/or historic potential that may be present within the Project's ROW. This work will be documented via text, photographs and the completion of a report as standard cultural resources documentation. Following submittal to your office and review by the FDOT PLEMO office or Planning & Environmental Management Office, the subsequent CRAS report will be submitted to SHPO by FDOT for review and concurrence.

In order to prepare our proposal, Florida Archeological Services, Inc. (FAS) has completed a review of the latest revisions of the FDOT Project Development & Environmental (PD&E) Manual, Part 1, Chapter 2 dated January 14, 2019. As such, all work associated with the NW Dixie Highway East investigation will be completed within the Martin County ROW. Moreover, this work will likely be completed in concert with a Type 1 Categorical Exclusion under [23CFR771.11 (c)] #28, as referenced in Part 1, Chapter 2 of the current FDOT PD&E Manual.

During the completion of the NW Dixie Highway investigation, all fieldwork operations and reporting requirements will be consistent with current FDOT policies and procedures. Moreover, this work will also be consistent with current DHR and FDOT cultural and environmental manuals maintained for such work. These include the SHPO's / DHR's *Cultural Resource Management Standards & Operations Manual, Module 3, Guidelines for Use by Historic Preservation Professionals*, as well as the FDOT's current *PD&E Manual*, and the FDOT's *Cultural Resource Management Handbook (1995/2004)*. Further, the Project's final report is intended to comply with Section 1A-46 *Florida Administrative Code*.

It should be noted that the Project's Principal Investigator, Bob Johnson, meets the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48CFR44716-42) and has extensive experience in such investigations with over 30-years in the profession. He is a Registered Professional Archaeologist or RPA. The project's Architectural Historian, Paul L. Weaver, has over 30-years' experience in documenting, describing, evaluating and interpreting historic properties across Florida and other areas of the Southeast. He received his M.A. in Latin American History and Historic Preservation in 1986 from the University of Florida. He is well-qualified to conduct the architectural assessment element of the NW Dixie Highway Project. Like Johnson, he meets pertinent federal guidelines for architectural historian.

Other pertinent federal historic preservation mandates that will be utilized for this work include the stipulation that all newly recorded sites (including the NW Dixie Highway) will be evaluated in accordance with 36CFR60.4 (*National Register Criteria*), and Cultural Resource Management (CRM) recommendations will be generated in accordance with 36CFR800, *Procedures for the Protection and Enhancement of Historic and Cultural Properties*, a standard procedure for implementing and formulating CRM recommendations

Task 5 - Preliminary Phase Submittal

A. FDOT Scope of Work form:

1. Fill out the form as applicable
2. Coordinate and assist City in obtaining information

Task 6 – Initial Phase Submittal

The Consultant shall provide the City with the initial phase documents of the proposed sidewalk. The Consultant will do the following:

A. Complete the following checklist items:

1. 30% Initial Plans
2. 30% Signalization Plans
3. 30% Engineer's Estimate

Task 7 - Constructability Phase Submittal

The Consultant shall provide the City with the Constructability Phase plan submittal documents of the proposed sidewalks in accordance with the FDOT PPM and Florida Green Book. The Plans shall be prepared on 11" x 17" size format and comply with the City criteria, PPM, and FDOT Design Standards. The Plan submittal requirements shall be in accordance with the City of Stuart and FDOT.

A. Complete the following checklist items:

1. Final Plans (100%)
 - a. Key Sheet (Complete but subject to change)
 - b. General Notes/Summary of Pay Items (Complete but subject to change)
 - c. Drainage Maps @ 200 scale (Complete but subject to change)
 - d. Typical Sections (Complete but subject to change)
 - e. Project Layout Sheets @ 200 scale (Complete but subject to change)
 - f. Signalization plans for pedestrian signals and proposed mast arm at the intersection of NW Dixie Highway and SE Green River Parkway.
 - g. Plan and Profile Sheets @ 40 Scale (Complete but subject to change)
 - h. Cross Sections @ 100' intervals (Complete but subject to change)
 - i. Detail Sheets (Complete but subject to change)
 - j. Stormwater Pollution Prevention Plan (Complete but subject to change)
2. Engineer's Estimate (100%)
3. Engineer's backup (Provide backup quantities – Comp Book)
4. Documentation of Utility Coordination
5. Address all comments from FDOT ERC review
6. Martin County to provide required right of way and Contract Documents listed in the checklist

Task 8 – Production Phase Submittal

The Consultant shall provide the City with the Production Phase plan submittal documents of the proposed sidewalks in accordance with the FDOT PPM and Florida Green Book. The Plans shall be prepared on 11" x 17" size format and comply with the City criteria, PPM, and FDOT Design Standards. The Plan submittal requirements shall be in accordance with the City of Stuart and FDOT.

A. Complete the following checklist items:

1. Final Plans (100%) Key Sheet (Final)
 - a. General Notes/Summary of Pay Items (Final)
 - b. Drainage Maps @ 200 scale (Final)
 - c. Typical Sections (Final)
 - d. Project Layout Sheets @ 200 scale (Final)
 - e. Signalization plans for pedestrian signals and proposed mast arm at the intersection of NW Dixie Highway and SE Green River Parkway
 - f. Plan and Profile Sheets @ 40 Scale (Final)
 - g. Cross Sections @ 100' intervals (Final)
 - h. Detail Sheets (Final)
 - i. Stormwater Pollution Prevention Plan (Final)
 - j. Signing & Pavement Markings Plans (Final)
 - k. Traffic Control Plans

2. Engineer's Estimate (100%)
3. Applicable permits
4. Signed/Sealed LAP "Big 4" Specifications
5. Environmental checklist and memo documentation
6. Martin County to provide required right of way and contract documents listed in checklist

Task 9 - Traffic Signal Design Plans (30%, 90% & Final)

30% Traffic Signal Design: The Consultant will utilize survey and existing traffic signal plan to develop base mapping for the proposed traffic signal design improvements.

It is our understanding that the proposed intersection improvements have been coordinated and approved by FDOT and local officials. The proposed improvements are:

- A. Install pedestrian signal facilities to support the proposed crosswalk on SE Green River Parkway.
- B. Install pedestrian traffic facilities to support the proposed crosswalk on NW Dixie Highway.
- C. Install Mast Arm to control right turning movements at the NW Dixie Highway Approach.
- D. Revise existing traffic signal system to incorporate the operations for the proposed pedestrian signals.

The Consultant will visit the site and conduct a visual review of existing lane designations, anticipated curb ramp locations, striping, lighting, adjacent land uses, nearby driveway locations, traffic patterns and driver behavior, overhead utilities or other obstructions, evidence of underground utilities (valve boxes, manhole covers, telephone pedestals, etc.), landscaping, topography, recent road improvements, public and private sign locations, and sign condition. The Consultant will collect digital photographs to document existing conditions at each corner and potential crosswalk locations for the intersection. The Consultant will attempt to verify the existence and location (where possible) of the items in the base mapping prepared under this task. The Consultant will spot check the base mapping and actual conditions in the field for discrepancies and will consult with the Client or the Client's Engineer, if necessary, to resolve and correct discrepancies in the electronic base mapping file.

Upon receipt and review of the survey and preliminary roadway design files and after conducting a site review, the Consultant will prepare 30% design drawings for submittal.

This submittal will be prepared at 1" = 30' scale using AutoCAD software. The Consultant will indicate the following items in this submittal: General notes, mast arm, pedestrian signal poles, signal and pedestrian head placement, junction boxes, conduits, push buttons and detector location and phase assignment.

The total number of plan sheets in this submittal is anticipated to be as follows:

- A. One (1) title/general notes sheet
- B. One (1) signal plan sheet
- C. One (1) signing and pavement marking plan
- D. One (1) sidewalk plan
- E. Mast Arm Tabulation
- F. Existing Guide Sign Sheet
- G. Existing Utility Location
- H. Existing Project Survey Control

The Consultant will schedule a meeting with FDOT's District and County representatives to discuss the proposed 30% design before submittal for review.

90% Traffic Signal Design: The Consultant will receive and incorporate 30% review comments from the reviewing agency (FDOT) to create a 90% plan set for their review and comment. This submittal will be prepared at 1" = 30' scale using AutoCAD software. The Consultant will indicate the following items in this submittal:

- General notes
- Demolition notes
- Existing traffic signal poles
- Existing and proposed mast arms
- Pedestal poles
- Sign placement
- Horizontal control information for signal/pedestal poles
- Wireless communication elements
- Controller cabinet
- Signal phasing diagram
- Proposed easement locations
- Existing signal phasing diagram
- Existing lane designation arrows
- Existing color sequence chart
- Clearance chart
- Existing and proposed junction boxes
- Conduit and wiring callouts
- Electrical service requirements
- Existing detector location and phase assignment
- Proposed curb ramp locations
- Existing and proposed intersection stop bars
- Proposed crosswalk striping
- Approach striping

It is assumed that a Traffic Management Plan (TMP) with supporting notes will not be required by the FDOT and that all TMP requirements will be satisfied using General Notes.

The following are assumed for this Task:

- A. The Consultant will rely on the same base survey / final roadway design file used for the 30% plan. Changes to the base survey / final roadway design file will be incorporated into this submittal as Additional Services and will be conducted only as authorized by the Client.

The Consultant will prepare 90% design drawings for submittal. The total number of plan sheets in this submittal is anticipated to be as follows:

- A. One (1) Title/General Notes sheet
- B. One (1) Signal Plan sheet
- C. One (1) Signing and Pavement Marking plan
- D. One (1) Sidewalk plan
- E. Mast Arm Tabulation
- F. Existing Guide Sign Sheet
- G. Existing Utility Location
- H. Existing Project Survey Control
- I. Two (2) Detail Sheets

Final Traffic Signal Design:

The Consultant will receive and incorporate 90% review comments from the reviewing agency (FDOT) to create a Final plan set for their review and approval. The Consultant will prepare hard copies of all plan sheets for this submittal.

Martin County will be responsible for the Clearance Interval Timing Calculations and the Traffic Signal Timings and Timing Plans.

TIME OF PERFORMANCE

Contract period shall start January 2020, and terminate January 2022. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

COMPENSATION

This is a Time Not to Exceed and Lump Sum Budget Contract. The total amount to be paid by the City to the Consultant is based on actual time spent on this project with an estimated amount of **\$86,095.00** All Estimated Fee Amounts are Not to Exceed amounts.

FEE SCHEDULE

TASK	FEE TYPE	FEE
Task 1 – Route Design Survey	TNE	\$ 7,900.00
Task 2 – Subsurface Utility Engineering (SUE)	TNE	\$ 3,560.00
Task 3 – Environmental Assessment	LS	\$ 6,175.00
Task 4 – Cultural Resource Assessment Survey (CRAS)	LS	\$ 5,950.00
Task 5 – Preliminary Phase Submittal	TNE	\$ 2,100.00
Task 6 – Initial Phase Submittal	TNE	\$ 18,840.00
Task 7 – Constructability Phase Submittal	TNE	\$ 17,340.00
Task 8 – Production Phase Submittal	TNE	\$ 13,480.00
Task 9 - Traffic Signal Design Plans (30%, 90% & Final)	TNE	\$ 10,000.00
Task 98099 – Reimbursable / Permit Fees	TNE	\$ 750.00
Total		\$ 86,095.00

LS: Lump Sum

T&E: Time & Materials

TNE: Time & Materials - Not-To-Exceed

CITY RESPONSIBILITIES

The City will provide specific data for the Project. Such data shall include as a minimum available record drawing. Prepare the bid documents and manage construction activities.

WARRANTY

The Consultant warrants that the plans and specifications produced as a result of this contract are complete, correct and suitable for the purpose intended.

AMERICANS WITH DISABILITIES

The Consultant shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under sections 35.151 CFR.

PLAN AND SPECIFICATIONS REPRODUCTION

The Consultant will provide three (3) sets of signed and sealed construction sets. The cost of these sets is to be included in the design cost paid under the professional as compensation for services required under this Project authorization. If additional sets of construction documents are required by the city, the professional shall furnish such sets at cost. Payment for such additional sets shall be promptly made by the City, upon properly supported invoices, submitted by professional.

PLAN AND DOCUMENT OWNERSHIP

The original plans and specifications will become the property of the City upon completion of the Project. Computer Aided Design Drawings (CADD) is to be used in the preparation of the construction plans; a copy of all electronic data and drawing files are to be submitted on CD media. These will utilize AutoCAD version 14.0 or 2000 software. If other software is used, it is to be translated to the aforementioned software. The supplied disks are to include all points and working files.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

PROFESSIONAL: Bowman Consulting Group Ltd

By: _____

Date January 23, 2020

Jerry Compton Principal

ATTEST

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

By: _____

Date

Holly Vath, Financial Services Assistant Director Procurement and Contracting Services
Manager

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS
APPROVED

By: _____

Date

David Peters, Public Works Director

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF STUART CITY ONLY

By: _____

Date

Michael J. Mortell, City Attorney

CITY OF STUART

By: _____

Date

David Dyess, City Manager

Hourly Rate Schedule "B"
January 2017

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal	\$260.00/HR
Principal	\$200.00/HR
Senior Project Manager	\$185.00/HR
Project Manager	\$160.00/HR
Analyst I	\$100.00/HR
Analyst II	\$125.00/HR
Design Technician I	\$120.00/HR
Construction Inspector	\$ 95.00/HR
Sr. CADD Technician	\$100.00/HR
CADD Technician	\$ 60.00/HR
Office Manager	\$ 75.00/HR
Clerical	\$ 60.00/HR

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

AMENDMENT TO RESOLUTION No. 105-2019, SECTION 2, RELATED TO THE SRF LOAN PROGRAM (RC):

RESOLUTION No. 27-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING RESOLUTION No. 105-2019 RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE \$2,340,000.00 FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart previously adopted Resolution No. 105-2019 on November 25, 2019 authorizing execution of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan application for construction of the Floridan Aquifer Test Production Well FA-1. Subsequent to the adoption of Resolution No. 105-2019, FDEP requested the City revise Section 2 of Resolution No. 105-2019 to include the language "excluding capitalized interest" after the loan amount of \$2,340,000.00. Therefore, Resolution No. 23-2020 is amending Section 2 to include the language "excluding capitalized interest" after the loan amount of \$2,340,000.00.

Funding Source:

Debt service payments were included in the 2017 Water and Wastewater Rate Study.

Recommended Action:

Approve Resolution No. 27-2020.

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution 27-2020 Amendment to Resolution No. 105-2019 SRF Loan Application	2/4/2020	Resolution add to Y drive



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

RESOLUTION NUMBER 27-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING RESOLUTION No. 105-2019 RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE \$2,340,000.00 FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of clean water projects; and

WHEREAS, Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and enter into a loan agreement; and

WHEREAS, the State Revolving Fund Loan Priority List designates Floridan Aquifer Test Production Well FA-1 Project No. DW430431 (the “Project”) as eligible for available funding; and

WHEREAS, the City of Stuart, Florida (the “City”) intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund to finance the Project.

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

SECTION 1: The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: Request For Inclusion Form has been submitted to the Florida Department of Environmental Protection for the \$2,340,000.00, *excluding capitalized interest*, loan to finance the Project. (the "Loan"). SECTION 2 HAS BEEN AMENDED TO INCLUDE THE ITALICIZED LANGUAGE IN THE PREVIOUS SENTENCE.

SECTION 3: The revenues pledged for the repayment of the Loan are net water and sewer utility system revenues after payment of debt service on the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, any obligations which refund some or all of the obligations described in above and do not increase the annual debt service payment during the repayment of the Loan and any new money obligations incurred in the future on parity therewith. The debt service on the Loan will be on parity basis with State Revolving Fund Loan WW430400, State Revolving Fund Loan DW430410, State Revolving Fund Loan DW430420, and State Revolving Fund Loan DW430430.

SECTION 4: The City's Financial Services Director is hereby designated as the authorized representative to provide assurances and commitments required by the loan application.

SECTION 5: The Mayor is hereby designated as the authorized representative to execute the loan agreement to be subsequently approved in substantially final form by the City Commission, which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate staff to carryout technical, financial, and administrative activities associated with the loan agreement.

SECTION 6: The legal authority for borrowing moneys to finance the Project is Chapter 166, Florida Statutes.

SECTION 7: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8: Severability. If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 9: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 27-2020
Amendment to Resolution No. 105-2019 SRF Loan Application

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:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of February, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: bhogarth

Title of Item:

SUPPORTING SENATE BILL 182 AND HOUSE BILL 6043 REPEALING A STATE PREEMPTION ON LOCAL REGULATION OF PLASTICS. (RC):

RESOLUTION No. 24-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 182 AND HOUSE BILL 6043 RELATING TO THE REPEAL OF A STATE PREEMPTION ON LOCAL LAWS AND ORDINANCES REGULATING PLASTICS; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

Item requested by Commissioner Matheson.

City of Stuart supports Senate Bill 182 and House Bill 6043, which would repeal the state preemption of local laws and ordinances governing the distribution and use of expanded polystyrene and plastic materials, thereby reinstating the right of the people of Stuart to exercise broad home rule powers and regulate plastics at the local level.

Funding Source:

N/A

Recommended Action:

Recommend approval of Resolution.

ATTACHMENTS:

	Description	Upload Date	Type
☐	R24-2020 Supporting SB 182 and HB 6043 Repealing State Preemption of Plastic Regulation	2/3/2020	Resolution add to Y drive
☐	R24-2020 SB 182 An act relating to the preemption of recyclable and polystyrene materials	2/3/2020	Attachment
☐	R24-2020 HB 6043 An act relating to the preemption of recyclable and polystyrene materials	2/3/2020	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 24-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 182 AND HOUSE BILL 6043 RELATING TO THE REPEAL OF A STATE PREEMPTION ON LOCAL LAWS AND ORDINANCES REGULATING PLASTICS; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, on February 23, 2017 the United Nations Environment Program launched an unprecedented global campaign to eliminate major sources of marine litter including microplastics and the excessive, wasteful usage of single-use plastic by the year 2022; and

WHEREAS, more than 300 million tons of plastic is produced each year worldwide, of which more than fifty percent is single-use; and

WHEREAS, the United States recycles just 9 percent of its plastic trash, which is less than half of the world's national average; and

WHEREAS, more than 350 cities, counties, and states in the U.S. have banned or heavily taxed single-use plastic bags; and

WHEREAS, the City Commission of Stuart adopted ordinance 2413-2019 providing for the regulation of expanded polystyrene and single-use plastic products on city-owned property and rights-of-way in its commitment to achieve a goal of zero waste; and

WHEREAS, the City Commission adopted ordinance 2416-2019 providing for the regulation of the distribution of single-use plastic straws citywide following a veto by Governor DeSantis of House Bill 771, which would have prohibited local governments from regulating plastic straws within their jurisdiction; and

WHEREAS, the Florida Legislature adopted a preemption of local ordinances of plastics in the Energy, Climate Change, and Economic Security Act of 2008 in order to study the impacts of short and long-term regulation of plastic use; and

WHEREAS, the Florida Department of Environmental Protection completed its Retail Bags Report in 2010 as requested by the Florida Legislature, but no recommendations within the report have since been adopted by general or special law; and

WHEREAS, the City finds that there are alternatives to expanded polystyrene and single-use plastic products which are reasonable, less harmful or unarmful to the natural environment, and can be composted or biodegrade in landfill; and

WHEREAS, the City of Stuart supports Senate Bill 182 and House Bill 6043, which would repeal the state preemption of local laws and ordinances governing the distribution and use of expanded polystyrene and plastic materials, thereby reinstating the right of the people of Stuart to exercise broad home rule powers granted by the Florida Constitution on an environmental issue of critical significance.

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 Commission of the City of Stuart, Florida supports Senate Bill 182 and House Bill 6043 which would repeal the state preemption of local ordinances governing the distribution and use of expanded polystyrene and plastic materials. The City Commission hereby

requests that members of the state legislature support these measures and the reinstatement of home rule powers to local governments on an environmental issue of critical significance.

SECTION 3: This Resolution shall become effective upon its adoption and the City Clerk shall transmit a copy to the Martin County Legislative Delegation upon its execution.

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:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

By Senator Stewart

13-00378-20

2020182__

A bill to be entitled

An act relating to the preemption of recyclable and polystyrene materials; amending s. 403.7033, F.S.; deleting preemptions of local law relating to the regulation of auxiliary containers, wrappings, or disposable plastic bags; amending s. 500.90, F.S.; repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services; providing an effective date.

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

Section 1. Section 403.7033, Florida Statutes, is amended to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with conclusions and recommendations to the Legislature no later than

13-00378-20

2020182__

February 1, 2010. ~~Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.~~

Section 2. Section 500.90, Florida Statutes, is amended to read:

~~500.90 Regulation of polystyrene products preempted to department. The regulation of the use or sale of polystyrene products by entities regulated under this chapter is preempted to the department. This preemption does not apply to local ordinances or provisions thereof enacted before January 1, 2016, and does not limit the authority of a local government to restrict the use of polystyrene by individuals on public property, temporary vendors on public property, or entities engaged in a contractual relationship with the local government for the provision of goods or services, unless such use is otherwise preempted by law.~~

Section 3. This act shall take effect July 1, 2020.

HB 6043

2020

1 A bill to be entitled
2 An act relating to the preemption of recyclable and
3 polystyrene materials; amending s. 403.7033, F.S.;
4 removing the prohibition of local laws relating to the
5 regulation of auxiliary containers, wrappings, and
6 disposable plastic bags; repealing s. 500.90, F.S.,
7 relating to the preemption of local laws relating to
8 the use or sale of polystyrene products to the
9 Department of Agriculture and Consumer Services;
10 providing an effective date.

11
12 Be It Enacted by the Legislature of the State of Florida:

13
14 Section 1. Section 403.7033, Florida Statutes, is amended
15 to read:

16 403.7033 Departmental analysis of particular recyclable
17 materials.—The Legislature finds that prudent regulation of
18 recyclable materials is crucial to the ongoing welfare of
19 Florida's ecology and economy. As such, the Department of
20 Environmental Protection shall undertake an analysis of the need
21 for new or different regulation of auxiliary containers,
22 wrappings, or disposable plastic bags used by consumers to carry
23 products from retail establishments. The analysis shall include
24 input from state and local government agencies, stakeholders,
25 private businesses, and citizens, and shall evaluate the

Page 1 of 2

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb6043-00

HB 6043

2020

26 efficacy and necessity of both statewide and local regulation of
27 these materials. To ensure consistent and effective
28 implementation, the department shall submit a report with
29 conclusions and recommendations to the Legislature no later than
30 February 1, 2010. ~~Until such time that the Legislature adopts~~
31 ~~the recommendations of the department, no local government,~~
32 ~~local governmental agency, or state government agency may enact~~
33 ~~any rule, regulation, or ordinance regarding use, disposition,~~
34 ~~sale, prohibition, restriction, or tax of such auxiliary~~
35 ~~containers, wrappings, or disposable plastic bags.~~

36 Section 2. Section 500.90, Florida Statutes, is repealed.

37 Section 3. This act shall take effect July 1, 2020.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Stephen Mayer

Title of Item:

REZONING FOR DOLPHIN DRIVE - MEDALIST BUILDING GROUP (RC):

ORDINANCE NO. 2428-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO SINGLE FAMILY GENERAL (R-1) ON THE CITY'S OFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.42 ACRES, OWNED BY MEDALIST BUILDING GROUP, LLC LOCATED ON THE NORTHEAST CORNER OF SE DOLPHIN DRIVE AND SE 5TH STREET; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property is located south of East Ocean Boulevard at the northeast corner of the intersection of SE Dolphin Drive and SE 5th Street. The applicant/owner is Medalist Building Group, LLC. The applicant is requesting a change to the Zoning Map designation from Commercial Planned Unit Development (CPUD) to Single Family Residential (R-1). On December 18, 2000, the City approved Ordinance 1758-2000, changing the zoning from R-1 to CPUD, and establishing a CPUD for a bed and breakfast, known as the Baksh Property and the proposed bed and breakfast is known as the White Gable Inn. This project was never initiated, and the property remains vacant. The current owner has purchased the property with the intent to divide the 0.42-acre lot into two conforming R-1 properties and build two single family homes.

On January 30, 2020, the Local Planning Agency voted unanimously to recommend approval and move the item to the February 10, 2020 City Commission hearing for first reading.

Funding Source:

N/A

Recommended Action:

Recommend approval of Ordinance No. 2428-2020 on February 10, 2020.

ATTACHMENTS:

Description

Upload Date

Type

▣	Ordinance 2428-2020	1/17/2020	DRAFT ORDINANCE
▣	LPA Staff Report	1/17/2020	Staff Report
▣	Application	1/16/2020	Attachment



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

ORDINANCE NUMBER 2428-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO SINGLE FAMILY GENERAL (R-1) ON THE CITY'S OFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.42 ACRES, OWNED BY MEDALIST BUILDING GROUP, LLC LOCATED ON THE NORTHEAST CORNER OF SE DOLPHIN DRIVE AND SE 5TH STREET; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Medalist Building Group, LLC (owner) of .42 acres of undeveloped land located on the northeast corner of SE Dolphin Drive and SE 5th Street, and

WHEREAS, the City of Stuart has determined the need to change the now defunct Land Development zoning district from CPUD to Single-Family, General (R-1) for said lands to be consistent with the Future Land Use Designation of Residential Low Density; and

WHEREAS, the City Commission has considered the Petitioner’s voluntary request for zoning designations and has also considered the recommendation of City staff.

WHEREAS, the owner 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 this ordinance; and

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

WHEREAS, this residential development will be in harmony with surrounding properties and their anticipated development; and

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law; and

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

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

SECTION 1: The land use designation in the City’s Comprehensive land Use Plan shall be established as “Residential Low Density”. The Zoning designation of the subject property shall be established as “R-1” on the City of Stuart’s Official Zoning Map.

SECTION 2: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

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

Any breach of any provision or condition of this 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: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 7: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 8: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2020.

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

MICHAEL J. MEIER, MAYOR

EULA R. CLARKE, VICE MAYOR

BECKY BRUNER, COMMISSIONER

KELLI GLASS LEIGHTON, COMMISSIONER

MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL

CITY CLERK

MICHAEL J. MEIER

MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL J. MORTELL

CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS PROPERTY IN ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Medalist Building Group, LLC

Print Name: _____

Jeremy LeMaster, MGMR

Print Name: _____

OWNER’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
____ day of _____, 2020, by Jeremy LeMaster, MGMR

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day of
_____, 2020, by MICHAEL J. MEIER, Mayor, and Mary Kindel, City Clerk,
respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT “A”

LEGAL DESCRIPTION:

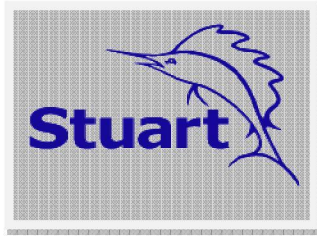
ALL OF LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA,

ALSO THE WESTERLY HALF OF ABANDONED ALLEY ABUTTING REAR OF LOT 3, ALL OF THE ALLEY NORTH AND WEST OF AND ABUTTING LOTS 4, 5 AND 6, SAID BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION;

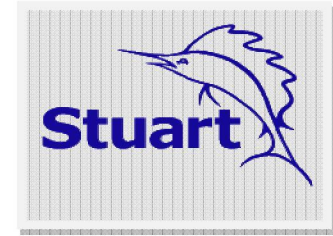
SAID LOTS 1 THROUGH 6 AND ALLEY WAYS, ALL IN BLOCK 29, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 29, SAID NORTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 7, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S89°44'04"E ALONG THE SOUTH LINE OF SAID LOT 7, BLOCK 29, A DISTANCE OF 158.38 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 7 AND 16, BLOCK 29; THENCE S00°20'10"W, A DISTANCE OF 8.05 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 16 AND 23, BLOCK 29; THENCE N90°00'00"E, A DISTANCE OF 1.26 FEET THE THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 23 AND 3 AND 4; THENCE S00°04'19"W, A DISTANCE OF 46.65 FEET TO THE SOUTH LINE OF ABANDONED ALLEY; THENCE S89°55'41"E; A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 29; THENCE S00°04'19"W ALONG THE EAST LINE OF SAID LOT 1, BLOCK 29, A DISTANCE OF 85.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 29; THENCE S90°00'00"W ALONG THE SOUTH LINE OF LOTS 1 AND 2, BLOCK 29, A DISTANCE OF 72.12 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 32.31 FEET, THROUGH A DELTA OF 61°42'59", A CHORD DISTANCE OF 30.77 FEET AND A CHORD BEARING OF N59°08'31"W TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 589.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.67 FEET, THROUGH A DELTA OF 0°28'21", A CHORD DISTANCE OF 107.52 FEET AND A CHORD BEARING OF N33°31'12"W TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 20.47 FEET, THROUGH A DELTA OF 39°05'33", A CHORD DISTANCE OF 20.07 FEET AND A CHORD BEARING OF N19°12'36"W; THENCE N00°20'10"E ALONG THE WEST LINE OF LOT 6, BLOCK 29, A DISTANCE OF 16.99 FEET TO THE PINT OF BEGINNING.

SAID PARCEL CONTAINING 18,293± SQ.FT. (0.42± ACRES)



CITY OF STUART
Local Planning Agency
January 30, 2020



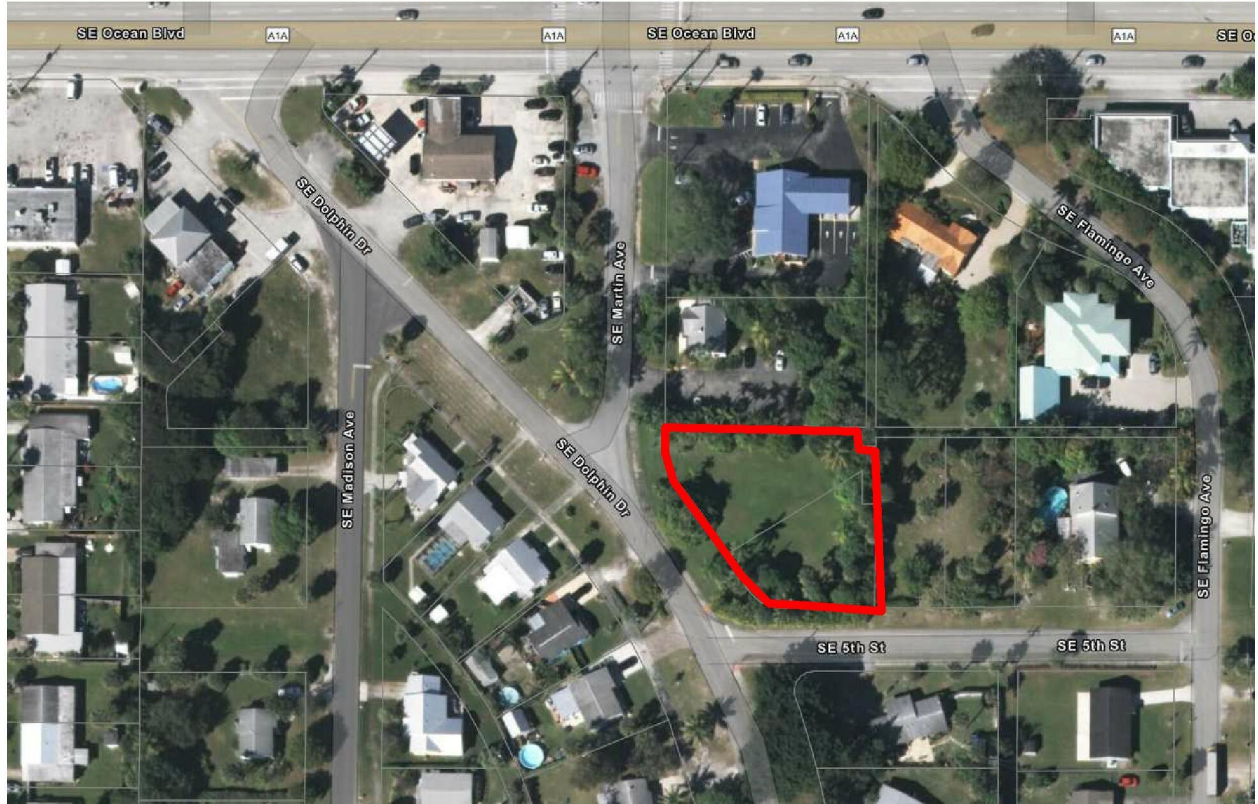
Project Name: Dolphin Drive Medalist Building Group Rezoning	Property Owners: Medalist Building Group, LLC
Project No.: Z19120004	Applicant/Petitioner: Medalist Building Group, LLC
Ordinance No: 2428-2020	Agent: Medalist Building Group, LLC
	Case Planner: Stephen Mayer
Location: PCNs # 03-38-41-023-029-00010-8 and 03-38-41-023-029-00030-4	

Location Map

PROJECT SUMMARY		
Property Size (area)		0.42 acres
Present Use		Undeveloped
Subject Property Land Use		Residential Low Density
<i>Adjacent FLU</i>	<i>North</i>	Office/Residential
	<i>South</i>	Low Density Residential
	<i>East</i>	Low Density Residential
	<i>West</i>	Low Density Residential
Subject Property Zoning		CPUD
<i>Adjacent Zoning</i>	<i>North</i>	R-3
	<i>South</i>	R-1
	<i>East</i>	R-1
	<i>West</i>	R-1
Proposed Zoning District		R-1
Proposed Use		Two Single-Family Residences
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time Public Works – No comments at this time Police Department – No comments at this time
Brief Explanation		The subject property is .42 acres. The applicant is requesting a rezoning to R-1, consistent with the Future Land Use designation and the adjacent residential property. The applicant desires to build two conforming single-family houses.

Staff Recommendation: Staff recommends approval of Ordinance 2428-2020, consisting of a rezoning to R-1.

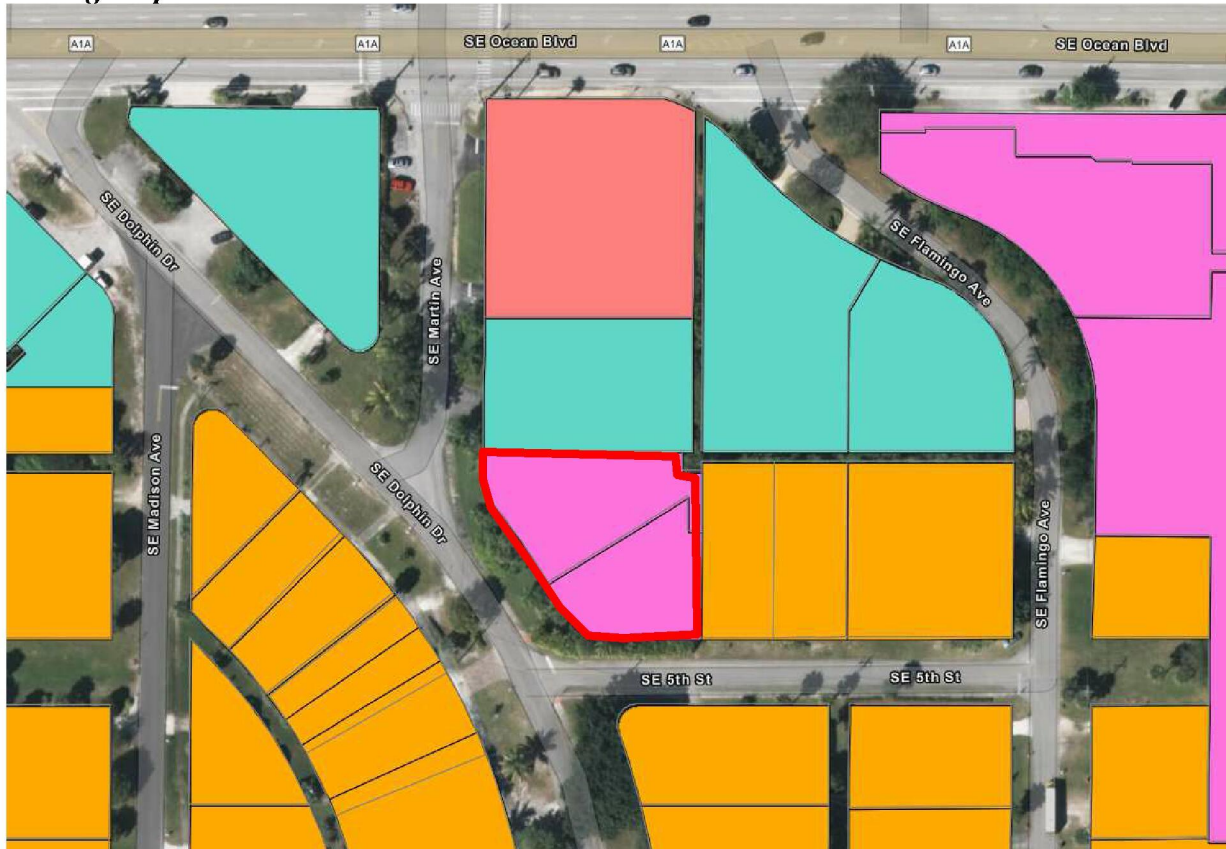
Aerial



Future Land Use Map



Zoning Map



STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The application for re-zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.06 of the Land Development Regulations.

B. Site Posting Date: 1-15-2020

C. Mail Notice Postmark: 1-15-2020 to property owners within 300 feet

D. Publication Date: 10 days prior to the adoption hearing, Section 11.01.06

II. RE-ZONING, Ordinance. 2428-2020 (Attachment A)

III. APPLICATION (Attachment B): Dated December 20, 2019

IV. HISTORY OF THE SITE

The subject property is located south of East Ocean Boulevard at the northeast corner of the intersection of SE Dolphin Drive and SE 5th Street. The applicant/owner is Medalist Building Group, LLC. The applicant is requesting a change to the Zoning Map designation from Commercial Planned Unit Development (CPUD) to Single Family Residential (R-1). On December 18, 2000, the City approved Ordinance 1758-2000, changing the zoning from R-1 to CPUD, and establishing a CPUD for a bed and breakfast, known as the Baksh Property and the proposed bed and breakfast is known as the White Gable Inn. This project was never initiated, and the property remains vacant. The current owner has purchased the property with the intent to divide the 0.42-acre lot into two conforming R-1 properties and build two single family homes.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property totaling 0.42 acres located on the northeast corner of SE Dolphin Drive and SE 5th Street. To the east, adjacent to the property, to the south and to the west are single family homes. To the north is an existing office. The previously approved CPUD was a bed and breakfast with a Victorian style house. The applicant desires to develop the property in a similar manner as the surrounding R-1 community. The applicant will build in accordance with the City's Land Development Code.

B. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's Comprehensive Plan. The rezoning would allow for the construction of 2 single family homes.

Section 11.01.02.7 Rezoning to R-1 of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission.

1. The existing land use pattern;

The proposed land use pattern has been established as Residential. The rezoning is consistent with this pattern.

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

The proposed rezoning to R-1 would not create an isolated zoning classification in regard to nearby classifications of zoning.

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

The intended use of the subject property as two single family homes would not encourage the type and intensity of development that would result in overtaxing of schools, utilities, or streets.

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

The type and intensity of development is not anticipated to overload the City's utility services.

5. The possible overloading of the City's drainage system;

The type and intensity of development that is feasible is not anticipated to overload the City's utility services.

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

There are no issues in this regard.

7. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate;

The traffic study reports that the existing roadway will handle the additional capacity of two homes. The rezoning is anticipated to result in less traffic than the previously approved CPUD.

8. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;

The type and intensity of development is feasible and would not create an adverse impact to nearby neighborhoods and is consistent with the goals of development, the Downtown Redevelopment future land use category and the design principles of the area that will continue to surround the site.

9. The impact of the rezoning upon the flow of light and air to adjacent areas;

The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

10. The impact of the proposed rezoning upon property values in the adjacent area;

The rezoning to R-1 would likely result in an increase in property values in the adjacent area by having new housing stock nearby, rather than an empty lot.

11. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations; and

The rezoning to R-1 would not impact adjacent properties to improve or develop in accordance with existing regulations.

12. The existence of other adequate sites in the City for the proposed use in districts already permitting such use.

The subject location is ideal for single family residences due to the proximity to surrounding residential and family.

VII. STAFF RECOMMENDATION (APPROVAL)

Staff has determined that the rezoning to R-1 is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Furthermore, staff has determined that allowing two single-family residences to be developed on the site is consistent with the Land Development Code and recommends Ordinance No. 2428-2020.



**CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
REZONE REAL PROPERTY APPLICATION
(including Planned Unit Developments)**

Reviewed By: SM

Application must be legible with all relevant fields completed.

Project ID# 219120004
(Staff Entry)

Pre-App Conference Date:		Application Date: 12-20-19	
Project Name: SE DOLPHIN DRIVE			
Parcel ID# 03-38-41-023-029-00010-8 & 03-38-41-023-029-00030-4		Project Address: TBD: SE DOLPHIN DRIVE	
Current Zoning: CPUD		Current Land Use: RESIDENTIAL - LOW	
Proposed Zoning: R-1		Proposed Land Use: RESIDENTIAL - LOW	
Present Use: VACANT		Site Area/Acreage:	
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	\$3,584.00	☐	Site space must be greater than 20,000 sq. ft.
Rezoning to RPUD	\$3,584.00	☐	Site area must be greater than .5 acre
Rezoning to MXPUD	\$3,584.00	☐	Site area must be greater than .5 acre
Rezoning to Industrial IPUD	\$3,584.00	☐	Site area must be greater than 1 acre
Rezoning to Public Service PSPUD	\$3,584.00	☐	Site area must be greater than 2.5 acres
Non-PUD District Rezoning	\$1,049.00	☒	
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).			

(over)

General Information
(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: JEREMY LEMASTER
Title: JEREMY LEMASTER - MGMR
Company: MEDALIST BUILDING GROUP, LLC
Company Address: PO BOX 1067

City/State/Zip Code: PALM CITY, FL 34991
Telephone Number: 772-287-2010
Facsimile Number:
Email Address (optional):

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name:
Title:
Company:
Company Address:

City/State/Zip Code:
Telephone Number:
Facsimile Number:
Email Address (optional):

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

Name:
Title:
Company:
Company Address:

City/State/Zip Code:
Telephone Number:
Facsimile Number:
Email Address (optional):

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

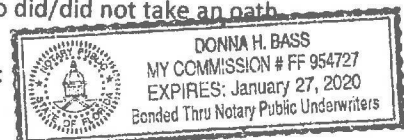
4. Signed this 26 day of December, 2019.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 26 day of December 2019 by Jeremy Lemaster who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Notary Signature

Commission expires:



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

Martin County, Florida - Laurel Kelly, C.F.A

generated on 12/20/2019 10:31:51 AM EST

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
03-38-41-023-029-00030-4	20727	UNASSIGNED, STUART	\$76,500	12/14/2019

Owner Information	
Owner(Current)	MEDALIST BUILDING GROUP LLC
Owner/Mail Address	PO BOX 1067 PALM CITY FL 34991
Sale Date	7/29/2019
Document Book/Page	<u>3074 0797</u>
Document No.	2767788
Sale Price	380000

Location/Description			
Account #	20727	Map Page No.	O-O3B
Tax District	3100	Legal Description	BROADWAY, ST LUCIE ESTATES, LOTS 3 4 5 & 6 BLK 29 & 1/2 OF CLOSED ALLEYS ADJ
Parcel Address	UNASSIGNED, STUART		
Acres	.2390		

NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

Parcel Type	
Use Code	0000 Vacant Residential
Neighborhood	333830 Kreuger Est Broad St Lucie Est

Assessment Information	
Market Land Value	\$76,500
Market Improvement Value	
Market Total Value	\$76,500

Martin County, Florida - Laurel Kelly, C.F.A

generated on 12/20/2019 10:30:21 AM EST

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
03-38-41-023-029-00010-8	20726	UNASSIGNED, STUART	\$54,000	12/14/2019

Owner Information	
Owner(Current)	MEDALIST BUILDING GROUP LLC
Owner/Mail Address	PO BOX 1067 PALM CITY FL 34991
Sale Date	7/29/2019
Document Book/Page	<u>3074 0797</u>
Document No.	2767788
Sale Price	380000

Location/Description			
Account #	20726	Map Page No.	0-03B
Tax District	3100	Legal Description	BROADWAY, ST LUCIE ESTATES, LOTS 1 & 2 BLK 29
Parcel Address	UNASSIGNED, STUART		
Acres	.1850		

NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

Parcel Type	
Use Code	0000 Vacant Residential
Neighborhood	333830 Kreuger Est Broad St Lucie Est

Assessment Information	
Market Land Value	\$54,000
Market Improvement Value	
Market Total Value	\$54,000



1. ASSUMED BEARINGS
REFER TO THE EAST
PROPERTY LINE
ACCORDING TO THE
PLAT OF RECORD.
2. ^{OR} THIS IS NOT A
BOUNDARY SURVEY.

SITE CONCEPT

(NOT VALID WITHOUT ALL PAGES)

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

ALL OF LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA,

ALSO THE WESTERLY HALF OF ABANDONED ALLEY ABUTTING REAR OF LOT 3, ALL OF THE ALLEY NORTH AND WEST OF AND ABUTTING LOTS 4, 5 AND 6, SAID BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION;

SAID LOTS 1 THROUGH 6 AND ALLEY WAYS, ALL IN BLOCK 29, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 29, SAID NORTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 7, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S89°44'04"E ALONG THE SOUTH LINE OF SAID LOT 7, BLOCK 29, A DISTANCE OF 158.38 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 7 AND 16, BLOCK 29; THENCE S00°20'10"W, A DISTANCE OF 8.05 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 16 AND 23, BLOCK 29; THENCE N90°00'00"E, A DISTANCE OF 1.26 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 23 AND 3 AND 4; THENCE S00°04'19"W, A DISTANCE OF 46.65 FEET TO THE SOUTH LINE OF ABANDONED ALLEY; THENCE S89°55'41"E; A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 29; THENCE S00°04'19"W ALONG THE EAST LINE OF SAID LOT 1, BLOCK 29, A DISTANCE OF 85.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 29; THENCE S90°00'00"W ALONG THE SOUTH LINE OF LOTS 1 AND 2, BLOCK 29, A DISTANCE OF 72.12 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 32.31 FEET, THROUGH A DELTA OF 61°42'59", A CHORD DISTANCE OF 30.77 FEET AND A CHORD BEARING OF N59°08'31"W TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 589.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.67 FEET, THROUGH A DELTA OF 0°28'21", A CHORD DISTANCE OF 107.52 FEET AND A CHORD BEARING OF N33°31'12"W TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 20.47 FEET, THROUGH A DELTA OF 39°05'33", A CHORD DISTANCE OF 20.07 FEET AND A CHORD BEARING OF N19°12'36"W; THENCE N00°20'10"E ALONG THE WEST LINE OF LOT 6, BLOCK 29, A DISTANCE OF 16.99 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,293± SQ.FT. (0.42± ACRES)

SURVEYOR'S NOTES:

1. ASSUMED BEARINGS REFER TO THE SOUTH LINE LOTS 1, 2 AND 23, BLOCK 29.
2. THIS IS NOT A BOUNDARY SURVEY.
3. NOT VALID WITH OUT SHEET 2 OF 2.

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
02102020 LCCM
LICENSED BUSINESS # 6858

SHEET 2 OF 2
(NOT VALID WITH OUT
SHEET 1 OF 2) Page 103 of 274

SKETCH NO.
218131_Lot2THRU6.dwg

SCALE
1" = 30'

[illegible]

02102020 CCM
SKETCH NO. 218131_102TRU6.dwg

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

BEING A PORTION OF LOTS 3, 4, 5, AND 6, BLOCK 34, AND PORTION OF ABANDONED ALLEY ADJACENT TO LOTS 3, 4, 5, AND 6, BLOCK 34, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 34, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION; THENCE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, BLOCK 34, A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.31 FEET, THROUGH A DELTA OF 61°42'59", A CHORD DISTANCE OF 30.77 FEET AND A CHORD BEARING OF N59°08'31"W TO THE POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 589.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 67.14 FEET, THROUGH A DELTA OF 6°31'49", A CHORD DISTANCE OF 67.10 FEET AND A CHORD BEARING OF N31°32'56"W TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID ARC OF CURVE HAVING A RADIUS OF 589.06 FEET AN ARC DISTANCE OF 40.53 FEET, THROUGH A DELTA OF 3°56'33", A CHORD DISTANCE OF 40.52 FEET AND A CHORD BEARING OF N36°47'06"W TO A POINT OF REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.47 FEET, THROUGH A DELTA OF 39°05'33", A CHORD DISTANCE OF 20.07 FEET AND A CHORD BEARING OF N19°12'36"W; THENCE N00°20'10"E ALONG THE WEST LINE OF LOT 6, BLOCK 34, A DISTANCE OF 16.99 FEET; THENCE S89°44'04"E ALONG THE NORTH LINE OF SAID LOT 6, BLOCK 34, SAME BEING THE SOUTH LINE OF LOT 7, BLOCK 34, A DISTANCE OF 158.38 FEET; THENCE S00°20'10"W, A DISTANCE OF 8.05 FEET; THENCE S00°04'19"W ALONG A LINE THAT IS 116.24 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 22, BLOCK 34, A DISTANCE OF 42.79 FEET; THENCE N89°44'04"W ALONG A LINE THAT IS 50.83 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 7 BLOCK 34, A DISTANCE OF 102.61 FEET; THENCE S55°11'10"W ALONG A RADIAL LINE, A DISTANCE OF 30.32 FEET TO THE POINT OF BEGINNING.



CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858

PAGE 1 OF 2

FLORIDA REGISTRATION #5102			
CHRISTIAN FENEX			
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.			
DRAWING DATE	F.B.	PG.	SCALE
08/15/19	A5/56		1" = 20'
			W.O.# 218131

SE MARTIN AVE
(80' RIGHT-OF-WAY)

NW LOT 6,
BLOCK 29

N00°20'10"E
16.99'

LOT 6

L=20.47'
R=30.00'
A=39°05'33"
CB=N19°12'36"W
CH=20.07'

L=40.53'
R=589.06'
A=3°56'33"
CB=N36°47'06"W
CH=40.52'

POINT OF
BEGINNING

S55°11'10"W 30.32'
(RADIAL LINE)

LOT 5

LOT 4

L=67.14'
R=589.06'
A=6°31'49"
CB=N31°32'56"W
CH=67.10'

LOT 3

L=32.31'
R=30.00'
A=61°42'59"
CB=N59°08'31"W
CH=30.77'

LOT 2

SOUTH LINE LOT 2

N00°00'00"W
17.18'

LOT 1

SOUTH LINE
LOT 1

S90°00'00"W 72.13'

SE 5TH ST
(50' RIGHT-OF-WAY)

POINT OF
COMMENCEMENT

S00°04'19"W 43.46'

S00°04'19"W 42.79'

S00°20'10"W
8.05'

10' ALLEY ABANDONED

WEST LINE LOT 23

02102020 CCM

Page 106 of 274

SURVEYOR'S NOTES:

1. ASSUMED BEARINGS REFER TO THE EAST PROPERTY LINE ACCORDING TO THE PLAT OF RECORD.
2. THIS IS NOT A BOUNDARY SURVEY.

SKETCH &

DESCRIPTION

PAGE 2 OF 2

(NOT VALID WITHOUT ALL PAGES)

8151 SF
=.1871 Acres

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

BEING A PORTION OF LOTS, 1, 2, 3, 4, AND 5, BLOCK 34, AND PORTION OF ABANDONED ALLEY ADJACENT TO LOT 2 AND 3, BLOCK 34, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 34, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION; THENCE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, BLOCK 34, A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 34, A DISTANCE OF 32.10 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.31 FEET, THROUGH A DELTA OF 61°42'59", A CHORD DISTANCE OF 30.77 FEET AND A CHORD BEARING OF N59°08'31"W TO THE POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 589.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 67.14 FEET, THROUGH A DELTA OF 6°31'49", A CHORD DISTANCE OF 67.10 FEET AND A CHORD BEARING OF N31°32'56"W; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, N55°11'10"E A DISTANCE OF 30.32 FEET; THENCE S89°44'04"E ALONG A LINE THAT IS 50.83 SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 7, BLOCK 34, A DISTANCE OF 102.61 FEET; THENCE S60°04'19"W ALONG A LINE THAT IS 116.24 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 22, BLOCK 34, A DISTANCE OF 43.46 FEET; THENCE S49°14'05"W, A DISTANCE OF 44.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 17.18 FEET TO THE POINT OF BEGINNING.

CHRISTIAN FENEX AND ASSOCIATES, LLC

PROFESSIONAL SURVEYING AND MAPPING

ENVIRONMENTAL CONSULTING

3401 SW 72ND AVE., PALM CITY, FLORIDA

P.O. BOX 2533, PALM CITY, FL 34991

PH.(772)283-2977 EMAIL FENEX@BELLSOUTH.NET

LICENSED BUSINESS # 6858

PAGE 1 OF 2



FLORIDA REGISTRATION #5102

CHRISTIAN FENEX

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWING DATE

F.B. PG.

SCALE

W.O.#

08/15/19

A5/56

1" = 20'

218131

SE MARTIN AVE
(80' RIGHT-OF-WAY)

NW LOT 6,
BLOCK 29

SOUTH LINE LOT 7
S89°44'04"E 158.38'

10' ALLEY ABANDONED

S00°20'10"W
8.05'

N00°20'10"E
16.99'

LOT 6

L=20.47'
R=30.00'
A=39°05'33"
CB=S19°12'36"E
CH=20.07'

L=40.53'
R=589.06'
A=3°56'33"
CB=N36°47'06"W
CH=40.52'

LOT 5

N55°11'10"E 30.32'
(RADIAL LINE)

LOT 4

L=67.14'
R=589.06'
A=6°31'49"
CB=N31°32'56"W
CH=67.10'

LOT 3

L=32.31'
R=30.00'
A=61°42'59"
CB=N59°08'31"W
CH=30.77'

LOT 2

POINT OF
BEGINNING
S90°00'00"W 32.10'

S00°00'00"E
17.18'

LOT 1

SOUTH LINE
LOT 1
S90°00'00"W 40.03'
25'

S00°04'19"W 43.46'

S00°04'19"W 42.79'

10' ALLEY ABANDONED

WEST LINE LOT 23

SURVEYOR'S NOTES:

1. ASSUMED BEARINGS REFER TO THE EAST PROPERTY LINE ACCORDING TO THE PLAT OF RECORD.
2. THIS IS NOT A BOUNDARY SURVEY.

SKETCH &

DESCRIPTION

PAGE 2 OF 2

(NOT VALID WITHOUT ALL PAGES)

8472 SF
= .1945 Acres

SE 5TH ST
(60' RIGHT-OF-WAY)

POINT OF
COMMENCEMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Stephen Mayer

Title of Item:

THE INDUSTRIAL PARK AT AVONLEA MINOR IPUD AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE NO. 2429-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE INDUSTRIAL PARK AT AVONLEA" INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) ON PROPERTY LOCATED ON THE SOUTH CORNER OF SR 707 AND SAVANNAH ROAD; THEREBY AMENDING THE ARCHITECTURAL GUIDELINES OF THE BUILDINGS FACING SAVANNAH ROAD; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Industrial Park at Avonlea Industrial Planned Unit Development (IPUD) was granted by the City Commission by Ordinance 1994-04 and amended by Ordinance 2061-05. The original rezoning Ordinance and the amendment adopting the site plan are both attached.

The property is 9.2 acres in size and located at the Savannah Road and State Road 707 intersection and several of the warehouse buildings have been built or under construction. The two buildings that face SR 707 and Savannah Road, however, have not yet been constructed.

Condition 10 of Ordinance 2061-05, states that the "final design of the buildings, with the exception of the buildings facing Savanna Road may be modified subject to the review and approval of the Planning and Development Department. If staff and the developer are unable to reach a consensus on a building design a minor PUD amendment shall be required..." The original elevations approved for the two buildings facing Savannah Road is within Ordinance 2061-05 and attached to this agenda item. The applicant argues that the original architecture is no longer practical, cost effective, and not in keeping with the elevations approved and built for existing commercial buildings and anticipated new development.

Staff notes that the proposed changes to the elevations are not the same as what was approved in Ordinance 2061-05, and the condition does not allow staff to consider the facades facing the right of way at all and therefore, staff recommended a Minor PUD amendment to reflect changes to the elevations and modify the text of the condition to allow staff the ability to review the architecture of the facades in light of minor changes.

This Minor PUD will not only accept a new elevation for the two facades facing the right of way, but will also amend the condition to refer to the new elevations, and eliminate the words "with the exception of the buildings facing Savanna Road". This would allow staff to make an interpretation of elevations that are substantially in keeping with the architecture approved for the IPUD.

These changes to the architecture of the two buildings facing the right of way are the only changes recommended by Ordinance 2429-2020.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of Ordinance 2429-2020 on First Reading.

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance 2429-2020	1/30/2020	DRAFT ORDINANCE
▣ Application and Request	1/30/2020	Attachment
▣ 2061-05	1/30/2020	Attachment
▣ Ord 1994-04	1/30/2020	Attachment



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

ORDINANCE NUMBER 2429-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO “THE INDUSTRIAL PARK AT AVONLEA” INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) ON PROPERTY LOCATED ON THE SOUTH CORNER OF SR 707 AND SAVANNAH ROAD; THEREBY AMENDING THE ARCHITECTURAL GUIDELINES OF THE BUILDINGS FACING SAVANNAH ROAD; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission approved the Industrial Park at Avonlea IPUD for a 9.2-acre industrial warehouse and flex space industrial park (per Ordinance No. 1994-04); and was amended by Ordinance No. 2061-05 of the Stuart City Commission, and

WHEREAS, Carol S. Waxler, as trustee of the Industrial Park at Avonlea, LLC (the Owner and Applicant) is now requesting a further minor amendment to the IPUD to provide for a new architectural rendering guidelines and modified condition of approval regarding architecture of the two buildings facing SR 707 and Savannah road on a parcel located at the southern corner of SR 707 and Savannah Road; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on February 10, 2020, to consider the application of

the Owners for the property to approve the minor amendment to the IPUD; and

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

SECTION 1: A 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 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 2: The following additional 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 an additional part of the development conditions applicable to the Property:

- A. Elevations for the building facing SR 707 and Savannah Road prepared by Advanced Architecture and Planning, Sheet A-1, dated 11.09.19

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2061-05 shall remain in full force and effect.

SECTION 4: 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 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) and Resolutions 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 or resolution pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the IPUD property or any portion of the IPUD 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 IPUD 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: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk

Ordinance 2429-2020 – The Industrial Park at Avonlea Minor IPUD Amendment

shall occur no later than 60 days from the date of this approval, failing which this Ordinance shall be void.

Passed on first reading the ____ day of _____, 2020.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

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

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE

FAILED IN ANY MATERIAL WAY TO DEVELOP THIS INDUSTRIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

The Industrial Park at Avonlea, LLC

Print Name: _____

By: _____
Carol S. Waxler, Trustee

Print Name: _____

OWNERS' ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2429-2020 was acknowledged before me this _____ day of _____, 2020, by Carol Waxler, Trustee of The Industrial Park at Avonlea, LLC.

Notary Public, State of Florida
My Commission Expires:
Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

TITLE: *INDUSTRIAL PARK @ AVONLEA*
PROJECT: *NORTHEAST PARCEL*
JOB No.: *04-004*

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37S RANGE 41E, MARTIN COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD (STATE ROAD 723) WITH THE NW CORNER OF THE EAST 330 FEET OF LOT 11 GLUTSCH'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 213, PUBLIC RECORDS OF ST. LUCIE COUNTY NOW MARTIN COUNTY, FLORIDA; THENCE S 00° 56' 16"W ALONG THE WEST LINE OF THE EAST 330 FEET OF SAID LOT 11 A DISTANCE OF 535.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, THENCE S 69° 59' 04" ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 748.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 406.87 FEET (THROUGH WHICH A RADIAL LINE BEARS N 57°28'02" W); THENCE NORTHWESTERLY 158.99 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 23' 20" TO A POINT OF TANGENCY; THENCE N 72° 58' 32" W CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, A DISTANCE OF 133.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 53.86 FEET THROUGH A CENTRAL ANGLE OF 126° 26' 33" TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD; THENCE N 50° 28' 02" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 509.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1401.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 478.63 FEET THROUGH A CENTRAL ANGLE OF 19° 33' 45" TO A POINT OF TANGENCY; THENCE N 70° 01' 46" E STILL ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD A DISTANCE OF 185.65 FEET TO THE POINT OF BEGINNING.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953

EXHIBIT *A*

OR BK 01930 PG 0152

EXHIBIT "B"

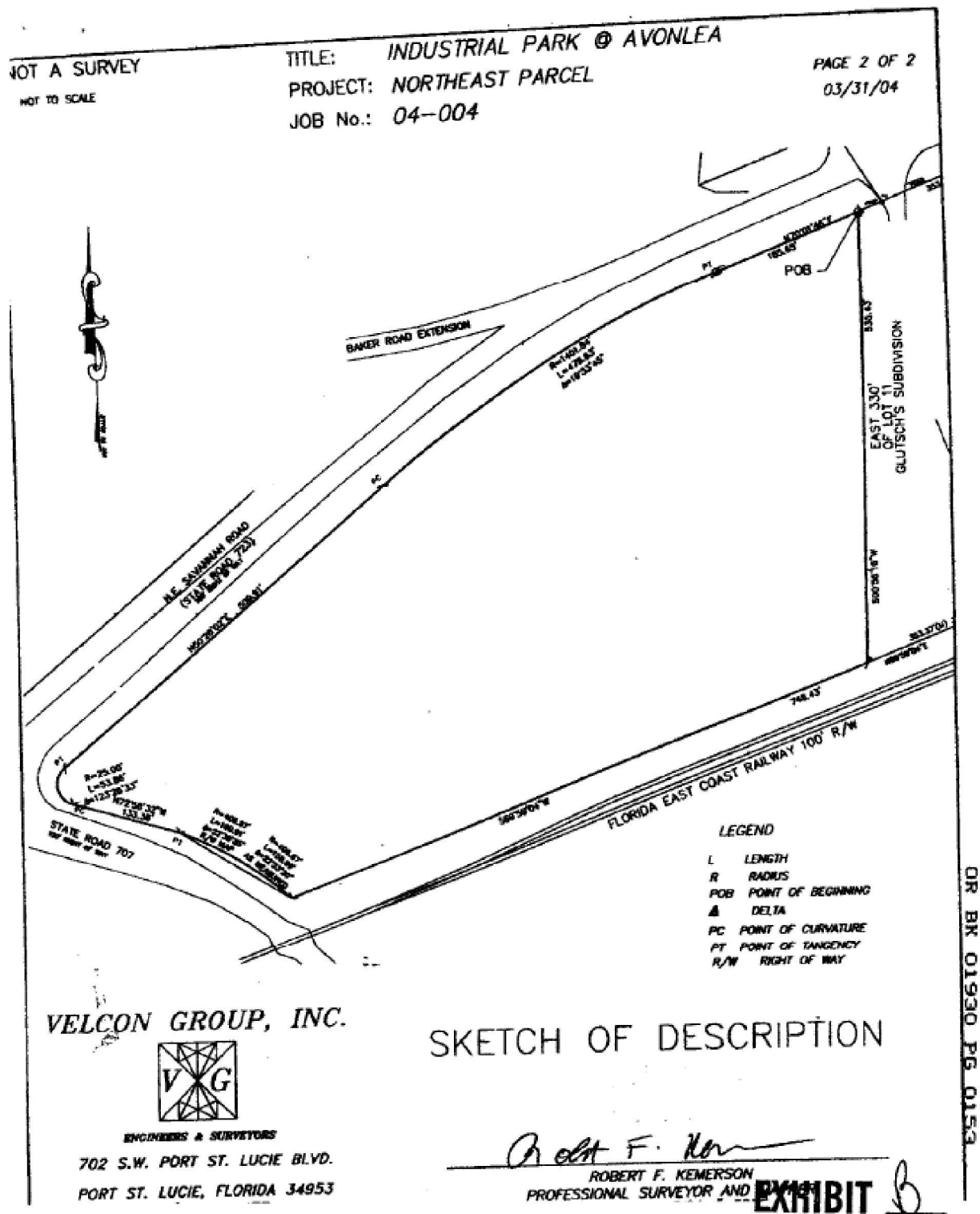


EXHIBIT “C”

Modified conditions of approval.

Condition #5. The development shall be subject to the building elevations prepared by Braden & Braden, and the elevations for the building facing SR 707 and Savannah Road prepared by Advanced Architecture and Planning, Sheet A-1, dated 11.09.19

Condition #10. The final design of the buildings will be substantially compliant with the elevations set forth herein (Sheet A-1 by Advanced Architecture and Planning, dated 11.09.19), ~~with the exception of the buildings facing Savannah Road and~~ may be modified subject to the review and approval of the Planning and Development Department. If staff and the developer are unable to reach a consensus on a building design, a Minor PUD amendment shall be required. All buildings are subject to the requirements set forth in Section 6.09.00 of the Land Development Regulations.



**CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION**

Reviewed By: SM

Application must be legible with all relevant fields completed.

Pre-App Conference Date:	Application Date: January 7, 2020
Project Name: The Industrial Park at Avonlea	
Parcel ID#	Project Address: Corner of SR 707 and Savannah Road
Zoning/CRA Sub-district: Avonlea Industrial Park Planned Unit Development	
Subdivision:	Lot(s):
Fees: Major PUD Amendment - \$3,148.00; Minor PUD Amendment: \$2,099.00; PUD Agreement Amendment (text change only): \$1,049.00 <i>(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)</i>	
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. <i>(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)</i>	
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.) <i>(The data requirements for a site plan and a concept plan are available at the Development Department)</i>	
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.	

General Information
(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Carol S. Waxler, as Trustee
Title: Manager
Company: The Industrial Park at Avonlea, LLC
Company Address: 56 SW Albany Avenue

City/State/Zip Code: Stuart, FL 34994
Telephone Number: (772) 283-1088
Facsimile Number:
Email Address (optional):

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Carol S. Waxler, as Trustee
Title: Manager / Attorney for Applicant
Company: Alley, Maass, Rogers & Lindsay, P.A.
Company Address: 1331 SE Ocean Boulevard

City/State/Zip Code: Stuart, FL 34996
Telephone Number: (772) 287-4404
Facsimile Number: (772) 287-4044
Email Address (optional): cwaxler@amrl.com

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

Name: Carol S. Waxler, as Trustee
Title: Manager
Company: The Industrial Park at Avonlea, LLC
Company Address: 56 SW Albany Avenue

City/State/Zip Code: Stuart, FL 34994
Telephone Number: (772) 283-1088
Facsimile Number:
Email Address (optional):

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

4. Signed this 7th day of January, 2020.

The Industrial Park at Avonlea, LLC

By: _____

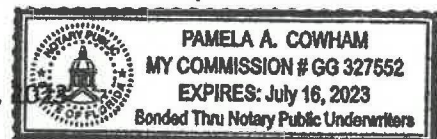
Carol S. Waxler, as Trustee - Manager

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 7th day of January, 2020, by Carol S. Waxler, as Trustee, as Manager of The Industrial Park at Avonlea, LLC, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.


Notary Signature PAMELA A. COWHAM
02102020 CCM

Commission expires: July 16, 2023



LAW OFFICES

ALLEY, MAASS, ROGERS & LINDSAY, P.A.

1331 S.E. OCEAN BOULEVARD

STUART, FL 34996-2621

(772) 287-4404

FACSIMILE (772) 287-4044

CAROL S. WAXLER

CWAXLER@AMRL.COM

PALM BEACH OFFICE:

340 ROYAL POINCIANA WAY

SUITE 321

P.O. BOX 431

PALM BEACH, FL 33480-0431

TEL: (561) 659-1770

FAX: (561) 833-2261

January 7, 2020

City of Stuart
Development Department
121 SE Flagler Avenue
Stuart, FL 34994-2139

HAND DELIVERED

Re: The Industrial Park at Avonlea, LLC – Planned Unit Development (PUD)
Amendment Application (the “Application”)

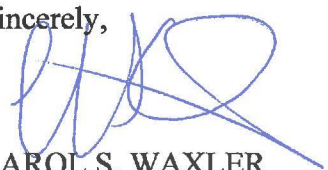
Dear Sir/Madam:

Enclosed please find the following with regarding to the above Application:

1. **Original**, completed and executed Planned Unit Development (PUD) Amendment Application;
2. Justification statement regarding the Application;
3. check number 2265 in the amount of \$2,099.00 issued to the City of Stuart;
4. copy of City of Stuart Ordinance No. 2061-05
5. Exhibit 1 – copy of the current elevations for the buildings fronting Savannah Road and State Road 707;
6. Exhibit 2 – copy of the proposed elevations for the buildings fronting Savannah Road and State Road 707; and
7. pdf formatted disc containing copies of items 1 – 6 above.

If you have any questions or require anything further in this regard, please do not hesitate to contact me. Thank you.

Sincerely,


CAROL S. WAXLER

CSW/pac
enclosures

**Justification for
Planned Unit Development (PUD) Amendment Application
for The Industrial Park at Avonlea, LLC**

The Industrial Planned Unit Development (IPUD) for the 9.2 acres at Savanna Road and State Road 707 was granted by City of Stuart Ordinance No. 1994-04 and was subsequently amended by Ordinance No. 2061-05 (the "Amendment"), a copy of the Amendment is included with this justification. Exhibit C to the Amendment at Item Number 10 states as follows:

"The final design of the buildings, with the exception of the buildings facing Savanna Road may be modified subject to the review and approval of the Planning and Development Department. If staff and the developer are unable to reach a consensus on a building design a Minor PUD amendment shall be required."

The original conceptual elevations for the two buildings facing Savanna Road, a copy of which is attached hereto as Exhibit 1, are not in keeping with the current architecture of the existing commercial buildings in this area of the city. The original conceptual elevations are no longer practical, cost effective, and are not in keeping with the elevations of existing commercial buildings and anticipated new commercial development.

The Applicant met with the Planning and Development Staff to formulate and develop elevations that are complimentary to the existing and further communal building in this area of the City. A copy of the proposed elevations resulting from these discussions is attached hereto as Exhibit 2. Staff advised that they were not authorized to approve the elevation in light of the language in Exhibit C, Item Number 10, and that it was necessary for the property owner to seek a Minor PUD Amendment before the City Commission.

The Applicant is requesting a Minor PUD amendment to revise Item Number 10 of Exhibit C to Ordinance No. 2061-05 to delete the following language: "with the exception of the buildings facing Savanna Road" and add language to the effect that the final designs of the two buildings fronting Savanna Road will be substantially the same as the elevations set forth in Exhibit 2.

The Applicant respectfully requests that the current Exhibit 1 elevation in Ordinance No. 2061-05 be replaced with the elevations depicted in Exhibit 2.

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994



INSTR # 1900533
OR BK 02098 PG 2855
Pgs 2855 - 2866 (12pgs)
RECORDED 01/03/2006 02:47:04 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2061- 05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING AND RESTATING AN INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) ORIGINALLY GRANTED BY ORDINANCE No. 1994-04, FOR AN INDUSTRIAL PARK "FLEX" SPACE BUSINESS CENTER OF 65,457 SQUARE FEET CONSISTING OF SIX (6) BUILDINGS ON THE 9.32 ACRE PARCEL ON THE SOUTH EAST SIDE OF SAVANNAH ROAD AND SR 707 PROVIDING FOR APPROVAL OF A MASTER/FINAL SITE PLAN; PROVIDING CONDITIONS FOR COMPLIANCE WITH SITE DESIGN QUALITATIVE DEVELOPMENT STANDARDS TO ESTABLISH THE "INDUSTRIAL PARK AT AVONLEA," AN INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD); DECLARING THE IPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

WHEREAS, the Industrial Planned Unit Development (IPUD) for the 9.32 acres at the south side of Savannah Road and State Road 707 was granted by Ordinance No. 1994-04,

ORDINANCE NUMBER 2061 - 05

adopted July 26, 2004, and recorded at Official Records Book 1930, Page 149 of the Public Records of Martin County, Florida ("the "Property"); and

WHEREAS, the IPUD was approved for an industrial park "flex" space business center consisting of 65,457 square feet within six (6) buildings on the site; and

WHEREAS, Industrial Park at Avonlea, LLC, a Florida Limited Liability Company is the owner/ applicant of the Property; and

WHEREAS, the Owner has committed to the City that its development will comply with all Development Documents, plans, standards and conditions approved by the City; and that it will bind its successors in title to any such commitments made upon approval of the IPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and WHEREAS, the owner's representative, Frank Wacha, Jr. has requested certain amendments to the original IPUD; and the City Commission has considered and determined the amendments are in keeping with the overall intent, standards and conditions of the IPUD, and otherwise conform to all ordinances and development standards of the city; and

WHEREAS, this restatement replaces all of the terms and conditions of Ordinance No. 1994-04.

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 laws.

SECTION 2: A 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.

SECTION 3: The property is zoned as "Avonlea Industrial Park Planned Unit Development" (IPUD). This ordinance, including the development agreement at the bottom of this ordinance, and is hereby approved and shall be executed by the Owner and by the City and recorded in the Martin County, Florida, Public Records. The Owner's written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement," as provided in Section 163.3221, Florida Statutes.

SECTION 4: The IPUD zoning classification is consistent with the Comprehensive Plan of the City of Stuart, Florida.

SECTION 5: The zoning map of the City shall be amended in proper part to reflect this amendment.

SECTION 6: The following documents, on file as public records of the City at the office of the City Development Department in City Hall, hereinafter the "Development Documents", shall be deemed a part of the development regulations applicable to the Property:

- A. "Final Site Plan" prepared by Laurence L. Parr, Landscape Architect, dated 12/30/03 and revised November 4, 2005;
- B. "Landscape Plan" prepared by Laurence L. Parr, Landscape Architect, dated 10/27/03 and revised 11/07/05;

C. "Building Elevations" prepared by Braden & Braden accepted by the Development Department on 6/22/05

Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City except in compliance with the aforesaid Development Documents. Failure 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 building permits, certificates of occupancy or other development approvals shall be issued by the City until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City.

SECTION 7: The zoning of the Property is subject to the conditions of development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

SECTION 8: Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals 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 building permits, certificates of occupancy or other development approvals or orders shall be issued by the City 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 9: In addition to any other action for failure to complete development or to 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

ORDINANCE NUMBER 2061 - 05

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.

In the event a breach is found to have occurred, the City Commission may initiate the process to amend or repeal this PUD ordinance. In the event a breach is found to have occurred, the City Commission may also direct that the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

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 therefor in this PUD ordinance, as well as any other remedies provided by law.

In the event a material breach of this ordinance, and acceptance and agreement, by the developer is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval has been breached, the City Commission may impose a penalty of up to \$1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 10: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof be and the same are hereby repealed to the extent of such conflict.

SECTION 11: 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.

ORDINANCE NUMBER 2061 - 05

SECTION 12: If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 13: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this 5th day of December, 2005.

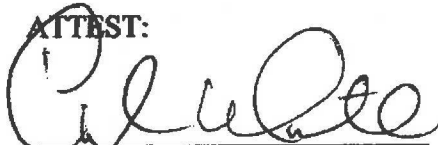
Commissioner MORTELL offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner KRAUSKOPF and upon being put to a roll call vote, the vote was as follows:

KARL J. KRUEGER, MAYOR
CAROL WAXLER, VICE MAYOR (ABSTAIN)
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER

YES	NO	ABSENT
		X
X		
X		
X		

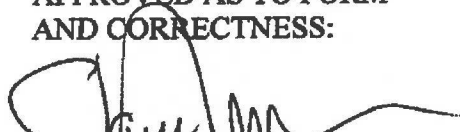
ADOPTED on second and final reading this 12 day of December 2005

ATTEST:


CHERYL WHITE
CITY CLERK


KARL J. KRUEGER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY

RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

ON Dec 12 2005

Page 6 of 9

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ORDINANCE 1994-04, AS AMENDED BY THIS ORDINANCE NUMBER 2061-05, AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

INDUSTRIAL PARK AT AVONLEA, LLC,
a Florida Limited Liability Company

David Collier
Print Name: DAVID COLLIER

By: [Signature]
Its Representative

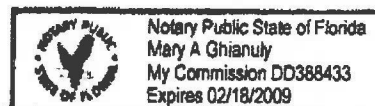
Mary A. Ghianuly
Print Name: MARY A. GHIANULY

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 21 day of October, 2005, by FRANK WACHA, the Representative of Industrial Park at Avonlea, LLC.

Mary A. Ghianuly
Notary Public, State of Florida
My Commission Expires:

Notary Seal

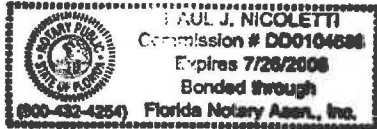


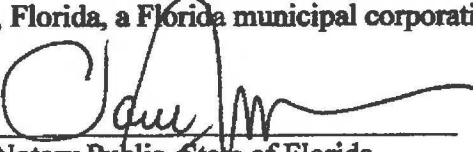
ORDINANCE NUMBER 2061 - 05

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
13 day of December, 2005, by Karl J. Krueger, and Cheryl White, the Mayor and
City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.





Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "C"

The following conditions are incorporated into the ordinance and PUD agreement:

1. The development shall be subject to the Master/Final Site Plan prepared by Laurence L. Parr, Landscape Architect, dated 12/30/03 and revised on 11/4/05. Job # 0325.00.
2. The development shall be subject to the Landscape Plan prepared by Laurence L. Parr, Landscape Architect, dated 10/27/03 and revised on 11/7/05. Job # 0325.00.
3. The development shall be subject to the Tree Survey/Site Plan Overlay prepared by Laurence L. Parr, Landscape Architect. Revision dated 11/02/05.
4. The development shall be subject to the Tree Restoration Planting Area Plan prepared by Laurence L. Parr, Landscape Architect. Dated 11/3/05.
5. The development shall be subject to the building elevations prepared by Braden & Braden, and accepted by the Development Department on 6/22/05. Job # 05298.
6. Permitted uses on the subject property include all uses consistent with the B-4 and I Zoning District with the exception of the following prohibited uses:
 - Business or Professional Offices exceeding 50% or more of office space for each individual tenant space.
 - Heavy industrial manufacturing operations which are deemed to be harmful to the health safety and welfare based on substantial noise, smoke, dust, cold, radiation emissions, glare, night illumination, vibrations, smell, risk of spills, fires, explosions, or other physical hazards.
 - Slaughterhouses.
 - Wrecking or salvage yards.
 - Concrete or asphalt processing plants.
 - Uses which require the issuance of occupational licenses for businesses operating from mini-warehouse facilities.
 - Drive thru restaurants.
 - Bars, cocktail lounges, pubs, beer gardens or similar uses.
 - Adult businesses.
 - Stealth communication facilities/towers.
 - Commercial retail.
 - Outdoor automotive repair of motor vehicles and marine vessels.
 - Boat storage.
7. Prior to the issuance of a development permit a contribution, in the amount of \$63,525.00 shall be submitted to the City Development Department for mitigation of the removal of protected trees in accordance with the Natural Resource Protection Standards of the City's Land Development Regulations, Section 5.05.03. The total monetary contribution may be adjusted based on a revised tree mitigation plan submitted by the developer subject to the review and approval of the Development Department prior to the issuance of a Site Development Permit.
8. A Minor PUD Amendment shall be required for an individual tenant(s) exceeding 50% or more of office space for each individual tenant space.

9. The Wetland and Upland Preserve Area shall be placed under a conservation easement and shall remain in perpetuity. Prior to the issuance of a development permit, approval documents from South Florida Water Management District (SFWMD) shall be provided to the City. The Conservation Easement shall be recorded in the public records at Martin County. In addition, no permits will be issued until the documents are recorded and the restoration of the preserve area is completed prior to the issuance of Certificate of Occupancy for the first building.
10. The final design of the buildings, with the exception of the two buildings facing Savannah Road may be modified subject to the review and approval of the Planning and Development Department. If staff and the developer are unable to reach a consensus on a building design a Minor PUD Amendment shall be required. All buildings are subject to the requirements set forth in Section 6.09.00 of the Land Development Regulations.
11. The development shall be subject to the requirements set forth in Section 7.02.00 Outdoor Storage.
12. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted during final site plan review. Water tricks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
13. Pervious concrete shall be maintained in accordance with the manufactures specifications on the material.
14. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits.
15. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - Site Plan construction approval;
 - The issuance of building permits to commence construction; and
 - Pays all applicable impact and permit fees.
16. Final site plan construction drawings shall be reviewed and approved by all applicable city departments.
17. A subdivision plat shall be approved by the City Commission and shall be recorded in the public records at Martin County prior to the issuance of any development permits.
18. Time table for development shall be as follows:

A building and site development permit shall be submitted no later then December 31, 2006 and a certificate of occupancy shall be obtained no later then December 31, 2010.
19. Construction activity shall be limited to 7:00 am to 7:00 pm Monday through Friday; and 8:00 am to 6:00 pm Saturday and Sunday.

20. A traffic signage plan shall be required with the final site plan review which provides for safe vehicular and pedestrian circulation and addresses potential conflicts.
21. 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 from the public right-of-way.
22. One ground based monument sign shall be permitted for the project along SR 707. The sign shall be limited to a maximum of 60 square feet/30 square feet each sign face and limited to a maximum of six feet in height. All signage colors shall be earth tone muted colors. The sign shall be architecturally consistent with the architecture of the principal buildings. Illumination of the sign shall be ground based. Cabinet or box lighting is prohibited.
23. 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.
24. All mechanical equipment associated with the development shall be roof top or located behind the building. Equipment shall be equipped with decorative screening or landscaped with hedge material.
25. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a building permit.
26. Applicant shall provide a digital boundary survey and site plan prior to the issuance of a development permit.
27. No accessory buildings or storage sheds shall be permitted.
28. No temporary or modular buildings are permitted on the property.
29. Bollards shall be painted with a muted color that compliments the building color.
30. Billboards are prohibited on the property.
31. Banners and any other sign or advertising device not in accordance with the city's Land Development Regulations are prohibited.
32. A sales trailer shall be allowed on-site and shall be certified by the Department of Community Affairs. The sales trailer requires a separate permit.
33. The sidewalk along Savannah Road shall be constructed at a minimum width of six feet. Proof of permits from Martin County/FDOT is required prior to the issuance of a development permit. Internal sidewalks shall be a minimum of five feet in width.
34. The development shall be subject to the decorative lighting detail submitted by the applicant. The maximum height of light poles shall be limited to 15 feet in height. A light reading measured from the common boundary shall be required during final site plan review to demonstrate that no light source exceeds 0.2 foot candles from the common boundary.

35. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
36. 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.
37. A Landscape Maintenance Agreement, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy.
38. "Hat racking" of trees is prohibited on the property.

EXHIBIT 1

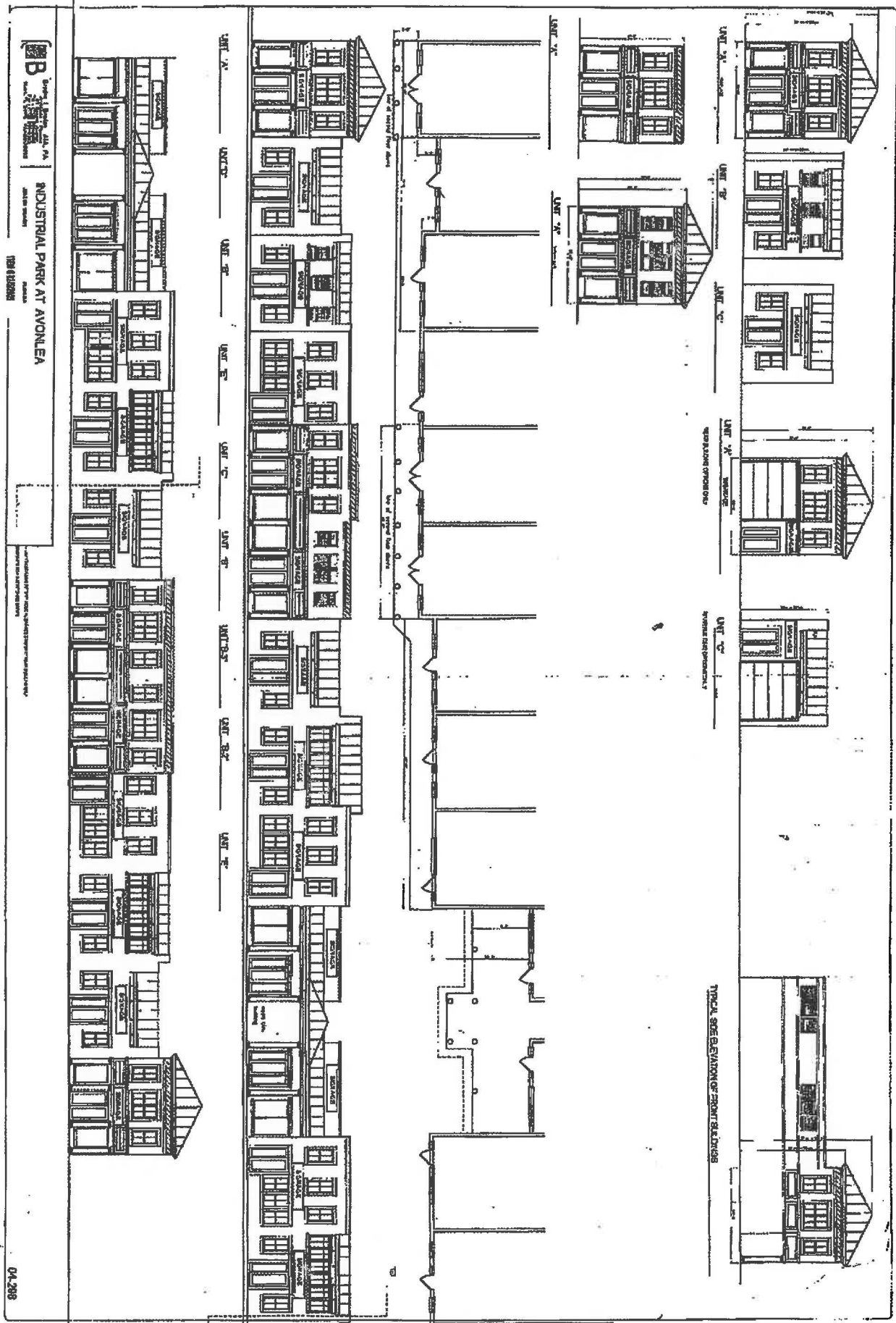
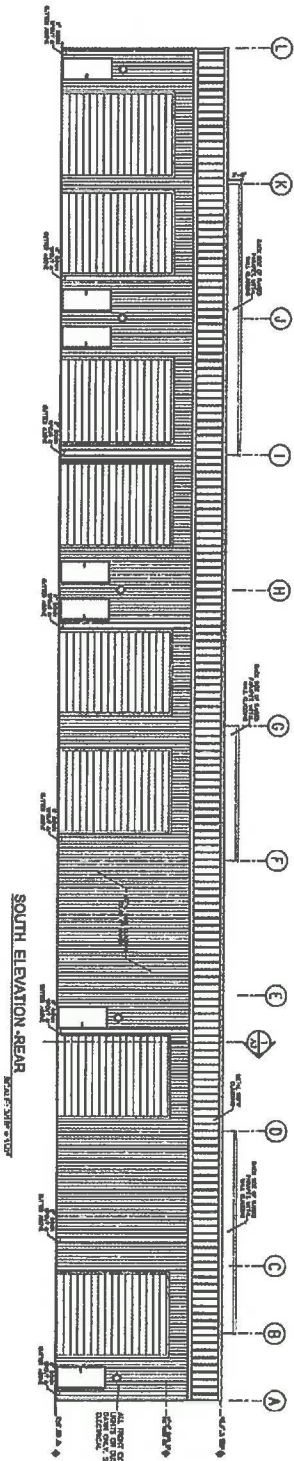
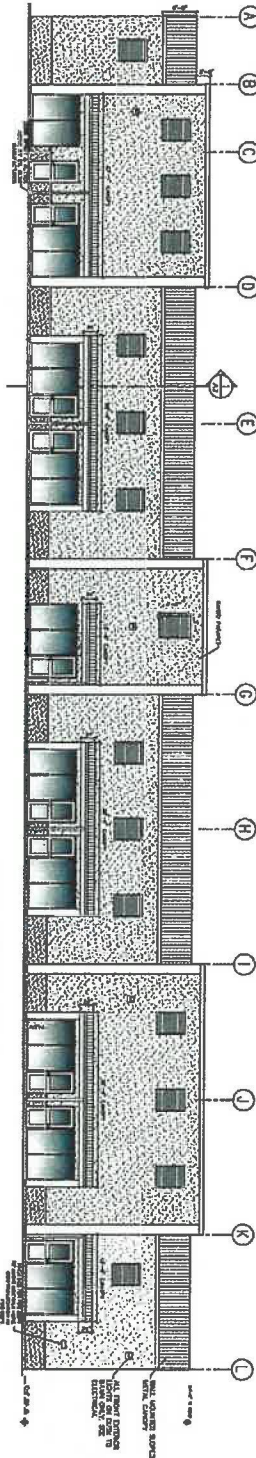


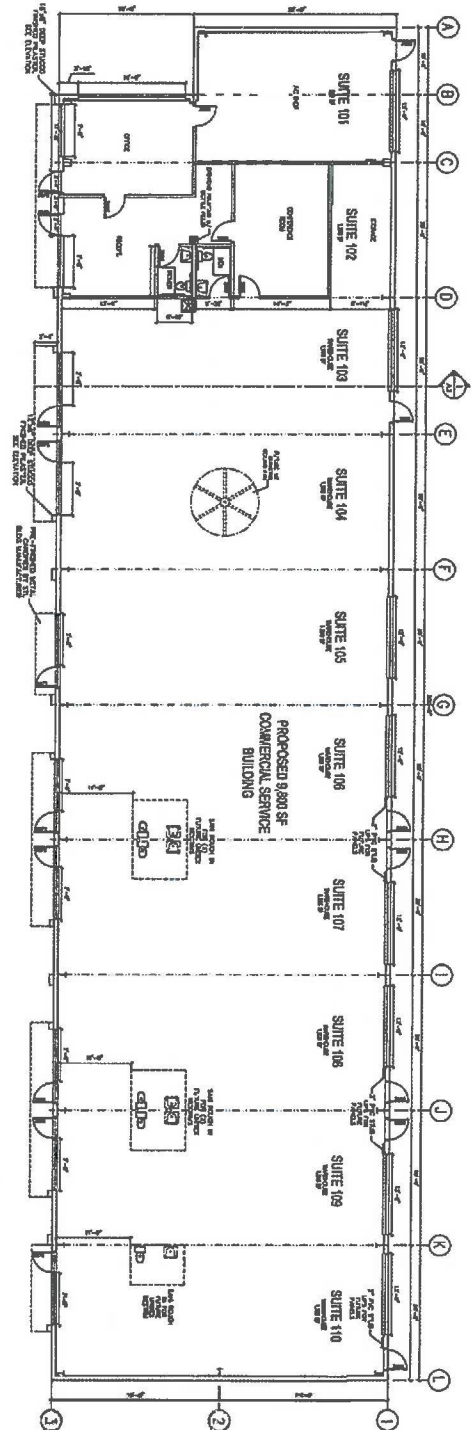
EXHIBIT 2



NORTH ELEVATION - FRONT
SCALE 1/8" = 1'-0"



FLOOR PLAN
SCALE 1/8" = 1'-0"



A-1



02102020 CCM

DATE	1/20/18
BY	ARCHITECT
FOR	ARCHITECT
BY	ARCHITECT
FOR	ARCHITECT

NEW BUILDING - 458 Warehouse
INDUSTRIAL PARK AT AVONLEA



 ARCHITECTURAL FIRM
 1000 AVONLEA AVENUE
 AVONLEA, MA 01915
 TEL: 508-885-1111
 FAX: 508-885-1112
 WWW.AVONLEA-MA.COM

THE INDUSTRIAL PARK AT AVONLEA, LLC

56 SW ALBANY AVENUE
STUART, FL 34994
772-283-1088

SEACOAST NATIONAL BANK
815 COLORADO AVENUE
STUART, FL 34994

2265

63-515/670

1/6/2020

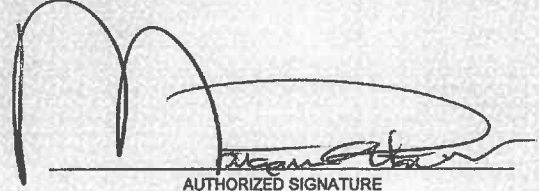
PAY
TO THE
ORDER OF

City of Stuart

\$ **2,099.00

Two Thousand Ninety-Nine and 00/100***** DOLLARS

City of Stuart
Annual Life Safety Inspection
121 SW Flagler Avenue
Stuart, FL 34994



AUTHORIZED SIGNATURE

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002265⑈ ⑆067005158⑆ 4017306891⑈

THE INDUSTRIAL PARK AT AVONLEA, LLC

City of Stuart

WWW.COMPUCHECKS.COM 888.368.5881

SEACOAST NATIONAL BANK
815 COLORADO AVENUE
STUART, FL 34994

2265

1/6/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/6/2020	Bill	CPUD modification	2,099.00	2,099.00		2,099.00
					Check Amount	2,099.00

Cash-SeaCoast Natio

2,099.00

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994



INSTR # 1900533
OR BK 02098 PG 2855
Pg 2855 - 2866; (12pgs)
RECORDED 01/03/2006 02:47:04 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2061- 05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING AND RESTATING AN INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD) ORIGINALLY GRANTED BY ORDINANCE No. 1994-04, FOR AN INDUSTRIAL PARK "FLEX" SPACE BUSINESS CENTER OF 65,457 SQUARE FEET CONSISTING OF SIX (6) BUILDINGS ON THE 9.32 ACRE PARCEL ON THE SOUTH EAST SIDE OF SAVANNAH ROAD AND SR 707 PROVIDING FOR APPROVAL OF A MASTER/FINAL SITE PLAN; PROVIDING CONDITIONS FOR COMPLIANCE WITH SITE DESIGN QUALITATIVE DEVELOPMENT STANDARDS TO ESTABLISH THE "INDUSTRIAL PARK AT AVONLEA," AN INDUSTRIAL PLANNED UNIT DEVELOPMENT (IPUD); DECLARING THE IPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

* * * * *

WHEREAS, the Industrial Planned Unit Development (IPUD) for the 9.32 acres at the south side of Savannah Road and State Road 707 was granted by Ordinance No. 1994-04,

adopted July 26, 2004, and recorded at Official Records Book 1930, Page 149 of the Public Records of Martin County, Florida ("the "Property"); and

WHEREAS, the IPUD was approved for an industrial park "flex" space business center consisting of 65,457 square feet within six (6) buildings on the site; and

WHEREAS, Industrial Park at Avonlea, LLC, a Florida Limited Liability Company is the owner/ applicant of the Property; and

WHEREAS, the Owner has committed to the City that its development will comply with all Development Documents, plans, standards and conditions approved by the City; and that it will bind its successors in title to any such commitments made upon approval of the IPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and WHEREAS, the owner's representative, Frank Wacha, Jr. has requested certain amendments to the original IPUD; and the City Commission has considered and determined the amendments are in keeping with the overall intent, standards and conditions of the IPUD, and otherwise conform to all ordinances and development standards of the city; and

WHEREAS, this restatement replaces all of the terms and conditions of Ordinance No. 1994-04.

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 laws.

SECTION 2: A 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.

SECTION 3: The property is zoned as "Avonlea Industrial Park Planned Unit Development" (IPUD). This ordinance, including the development agreement at the bottom of this ordinance, and is hereby approved and shall be executed by the Owner and by the City and recorded in the Martin County, Florida, Public Records. The Owner's written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement," as provided in Section 163.3221, Florida Statutes.

SECTION 4: The IPUD zoning classification is consistent with the Comprehensive Plan of the City of Stuart, Florida.

SECTION 5: The zoning map of the City shall be amended in proper part to reflect this amendment.

SECTION 6: The following documents, on file as public records of the City at the office of the City Development Department in City Hall, hereinafter the "Development Documents", shall be deemed a part of the development regulations applicable to the Property:

- A. "Final Site Plan" prepared by Laurence L. Parr, Landscape Architect, dated 12/30/03 and revised November 4, 2005;
- B. "Landscape Plan" prepared by Laurence L. Parr, Landscape Architect, dated 10/27/03 and revised 11/07/05;

C. "Building Elevations" prepared by Braden & Braden accepted by the Development Department on 6/22/05

Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City except in compliance with the aforesaid Development Documents. Failure 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 building permits, certificates of occupancy or other development approvals shall be issued by the City until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City.

SECTION 7: The zoning of the Property is subject to the conditions of development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

SECTION 8: Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals 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 building permits, certificates of occupancy or other development approvals or orders shall be issued by the City 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 9: In addition to any other action for failure to complete development or to 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.

In the event a breach is found to have occurred, the City Commission may initiate the process to amend or repeal this PUD ordinance. In the event a breach is found to have occurred, the City Commission may also direct that the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

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 therefor in this PUD ordinance, as well as any other remedies provided by law.

In the event a material breach of this ordinance, and acceptance and agreement, by the developer is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval has been breached, the City Commission may impose a penalty of up to \$1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 10: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof be and the same are hereby repealed to the extent of such conflict.

SECTION 11: 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 12: If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 13: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this 5th day of December, 2005.

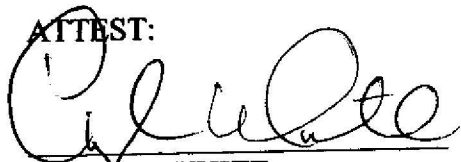
Commissioner MORTELL offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner KRAUSKOPF and upon being put to a roll call vote, the vote was as follows:

KARL J. KRUEGER, MAYOR
CAROL WAXLER, VICE MAYOR (ABSTAIN)
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER

YES	NO	ABSENT
		X
X		
X		
X		

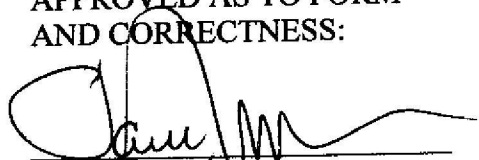
ADOPTED on second and final reading this 12 day of December 2005

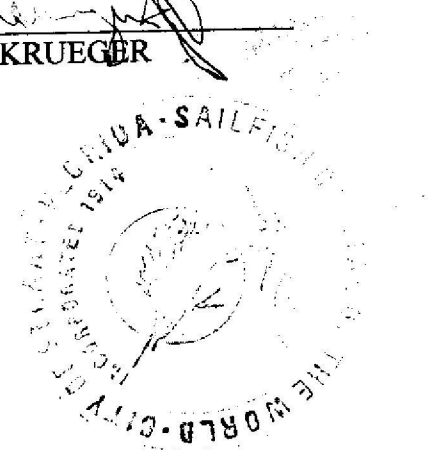
ATTEST:


CHERYL WHITE
CITY CLERK


KARL J. KRUEGER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

ON Dec 12, 2005

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ORDINANCE 1994-04, AS AMENDED BY THIS ORDINANCE NUMBER 2061-05, AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

INDUSTRIAL PARK AT AVONLEA, LLC,
a Florida Limited Liability Company

David Collier
Print Name: DAVID COLLIER

By: [Signature]
Its Representative

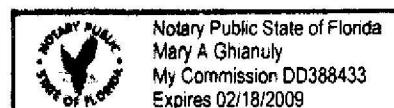
Mary A. Ghianuly
Print Name: MARY A. GHIANULY

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 21 day of September, 2005, by FRANK WACHA, the Representative of Industrial Park at Avonlea, LLC.

Mary A. Ghianuly
Notary Public, State of Florida
My Commission Expires:

Notary Seal

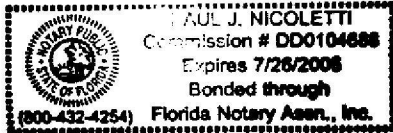


ORDINANCE NUMBER 2061 - 05

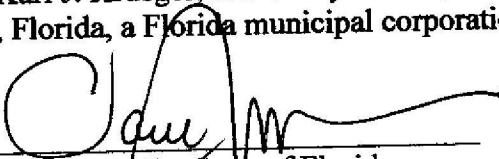
Personally Known X OR Produced Identification _____
Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
13 day of December, 2005, by Karl J. Krueger, and Cheryl White, the Mayor and
City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.



Notary Seal



Notary Public, State of Florida
My Commission Expires:

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "C"

The following conditions are incorporated into the ordinance and PUD agreement:

1. The development shall be subject to the Master/Final Site Plan prepared by Laurence L. Parr, Landscape Architect, dated 12/30/03 and revised on 11/4/05. Job # 0325.00.
2. The development shall be subject to the Landscape Plan prepared by Laurence L. Parr, Landscape Architect, dated 10/27/03 and revised on 11/7/05. Job # 0325.00.
3. The development shall be subject to the Tree Survey/Site Plan Overlay prepared by Laurence L. Parr, Landscape Architect. Revision dated 11/02/05.
4. The development shall be subject to the Tree Restoration Planting Area Plan prepared by Laurence L. Parr, Landscape Architect. Dated 11/3/05.
5. The development shall be subject to the building elevations prepared by Braden & Braden, and accepted by the Development Department on 6/22/05. Job # 05298.
6. Permitted uses on the subject property include all uses consistent with the B-4 and I Zoning District with the exception of the following prohibited uses:
 - Business or Professional Offices exceeding 50% or more of office space for each individual tenant space.
 - Heavy industrial manufacturing operations which are deemed to be harmful to the health safety and welfare based on substantial noise, smoke, dust, cold, radiation emissions, glare, night illumination, vibrations, smell, risk of spills, fires, explosions, or other physical hazards.
 - Slaughterhouses.
 - Wrecking or salvage yards.
 - Concrete or asphalt processing plants.
 - Uses which require the issuance of occupational licenses for businesses operating from mini-warehouse facilities.
 - Drive thru restaurants.
 - Bars, cocktail lounges, pubs, beer gardens or similar uses.
 - Adult businesses.
 - Stealth communication facilities/towers.
 - Commercial retail.
 - Outdoor automotive repair of motor vehicles and marine vessels.
 - Boat storage.
7. Prior to the issuance of a development permit a contribution, in the amount of \$63,525.00 shall be submitted to the City Development Department for mitigation of the removal of protected trees in accordance with the Natural Resource Protection Standards of the City's Land Development Regulations, Section 5.05.03. The total monetary contribution may be adjusted based on a revised tree mitigation plan submitted by the developer subject to the review and approval of the Development Department prior to the issuance of a Site Development Permit.
8. A Minor PUD Amendment shall be required for an individual tenant(s) exceeding 50% or more of office space for each individual tenant space.

9. The Wetland and Upland Preserve Area shall be placed under a conservation easement and shall remain in perpetuity. Prior to the issuance of a development permit, approval documents from South Florida Water Management District (SFWMD) shall be provided to the City. The Conservation Easement shall be recorded in the public records at Martin County. In addition, no permits will be issued until the documents are recorded and the restoration of the preserve area is completed prior to the issuance of Certificate of Occupancy for the first building.
10. The final design of the buildings, with the exception of the two buildings facing Savannah Road may be modified subject to the review and approval of the Planning and Development Department. If staff and the developer are unable to reach a consensus on a building design a Minor PUD Amendment shall be required. All buildings are subject to the requirements set forth in Section 6.09.00 of the Land Development Regulations.
11. The development shall be subject to the requirements set forth in Section 7.02.00 Outdoor Storage.
12. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted during final site plan review. Water tricks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
13. Pervious concrete shall be maintained in accordance with the manufactures specifications on the material.
14. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits.
15. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - Site Plan construction approval;
 - The issuance of building permits to commence construction; and
 - Pays all applicable impact and permit fees.
16. Final site plan construction drawings shall be reviewed and approved by all applicable city departments.
17. A subdivision plat shall be approved by the City Commission and shall be recorded in the public records at Martin County prior to the issuance of any development permits.
18. Time table for development shall be as follows:

A building and site development permit shall be submitted no later then December 31, 2006 and a certificate of occupancy shall be obtained no later then December 31, 2010.
19. Construction activity shall be limited to 7:00 am to 7:00 pm Monday through Friday; and 8:00 am to 6:00 pm Saturday and Sunday.

20. A traffic signage plan shall be required with the final site plan review which provides for safe vehicular and pedestrian circulation and addresses potential conflicts.
21. Backflow preventions devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view from the public right-of-way.
22. One ground based monument sign shall be permitted for the project along SR 707. The sign shall be limited to a maximum of 60 square feet/30 square feet each sign face and limited to a maximum of six feet in height. All signage colors shall be earth tone muted colors. The sign shall be architecturally consistent with the architecture of the principal buildings. Illumination of the sign shall be ground based. Cabinet or box lighting is prohibited.
23. 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.
24. All mechanical equipment associated with the development shall be roof top or located behind the building. Equipment shall be equipped with decorative screening or landscaped with hedge material.
25. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a building permit.
26. Applicant shall provide a digital boundary survey and site plan prior to the issuance of a development permit.
27. No accessory buildings or storage sheds shall be permitted.
28. No temporary or modular buildings are permitted on the property.
29. Bollards shall be painted with a muted color that compliments the building color.
30. Billboards are prohibited on the property.
31. Banners and any other sign or advertising device not in accordance with the city's Land Development Regulations are prohibited.
32. A sales trailer shall be allowed on-site and shall be certified by the Department of Community Affairs. The sales trailer requires a separate permit.
33. The sidewalk along Savannah Road shall be constructed at a minimum width of six feet. Proof of permits from Martin County/FDOT is required prior to the issuance of a development permit. Internal sidewalks shall be a minimum of five feet in width.
34. The development shall be subject to the decorative lighting detail submitted by the applicant. The maximum height of light poles shall be limited to 15 feet in height. A light reading measured from the common boundary shall be required during final site plan review to demonstrate that no light source exceeds 0.2 foot candles from the common boundary.

35. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
36. 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.
37. A Landscape Maintenance Agreement, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy.
38. "Hat racking" of trees is prohibited on the property.

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1994 - 04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO ESTABLISH THE ZONING CLASSIFICATION FOR THE INDUSTRIAL PARK AT AVONLEA PARCEL BEING GENERALLY A 9.32 ACRE PARCEL OF LAND AT THE NORTH EAST CORNER OF SAVANNA ROAD AND STATE ROAD 707 WITHIN THE BOUNDARY OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AS "INDISTRIAL PLANNED UNIT DEVELOPMENT" (I-PUD); PROVIDING THAT THE ZONING MAP OF THE CITY SHALL BE AMENDED ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the real property described in "Exhibit A" attached hereto and made a part hereof by reference, hereinafter the "Property," has been annexed into the City by voluntary annexation pursuant to s. 171.044, Florida Statutes; and

WHEREAS, an application for the rezoning of the Property was properly filed by the owner of the Property; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application for rezoning; and

WHEREAS, at the hearing the applicant showed by

INSTR # 1773327
OR BK 01930 PG 0149
RECORDED 08/11/2004 02:09:06 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

substantial competent evidence that the application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

WHEREAS, the City Commission has determined that a denial of the application to rezone the Property would serve no legitimate public purpose.

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: A 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." An Industrial Planned Unit Development (I-PUD) agreement governing development of the Property's is attached hereto as "Exhibit C".

SECTION 3: The Property is hereby zoned Industrial Planned Unit Development (I-PUD). The zoning map of the City shall be amended in proper part to reflect this amendment.

SECTION 4: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof be and the same are hereby

repealed to the extent of such conflict.

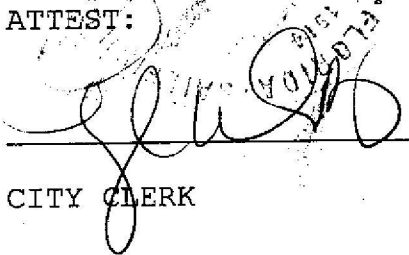
SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

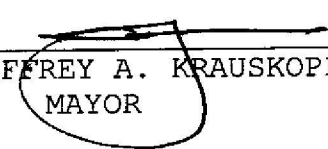
SECTION 6: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this 12th day of July, 2004.

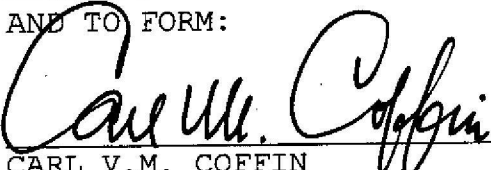
ADOPTED on second reading this 26th day of July, 2004.

ATTEST:


CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO CORRECTNESS
AND TO FORM:


CARL V.M. COFFIN
CITY ATTORNEY

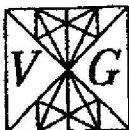
TITLE: INDUSTRIAL PARK @ AVONLEA
PROJECT: NORTHEAST PARCEL
JOB No.: 04-004

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37S RANGE 41E, MARTIN COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD (STATE ROAD 723) WITH THE NW CORNER OF THE EAST 330 FEET OF LOT 11 GLUTSCH'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 213, PUBLIC RECORDS OF ST. LUCIE COUNTY NOW MARTIN COUNTY, FLORIDA; THENCE S 00° 56' 16"W ALONG THE WEST LINE OF THE EAST 330 FEET OF SAID LOT 11 A DISTANCE OF 535.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, THENCE S 69° 59' 04" ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 748.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 406.87 FEET (THROUGH WHICH A RADIAL LINE BEARS N 57° 28' 02" W); THENCE NORTHWESTERLY 158.99 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 23' 20" TO A POINT OF TANGENCY; THENCE N 72° 58' 32" W CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, A DISTANCE OF 133.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 53.86 FEET THROUGH A CENTRAL ANGLE OF 126° 26' 33" TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD; THENCE N 50° 28' 02" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 509.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1401.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 478.63 FEET THROUGH A CENTRAL ANGLE OF 19° 33' 45" TO A POINT OF TANGENCY; THENCE N 70° 01' 46" E STILL ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NE SAVANNAH ROAD A DISTANCE OF 185.65 FEET TO THE POINT OF BEGINNING.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953

02102020 CCM

EXHIBIT

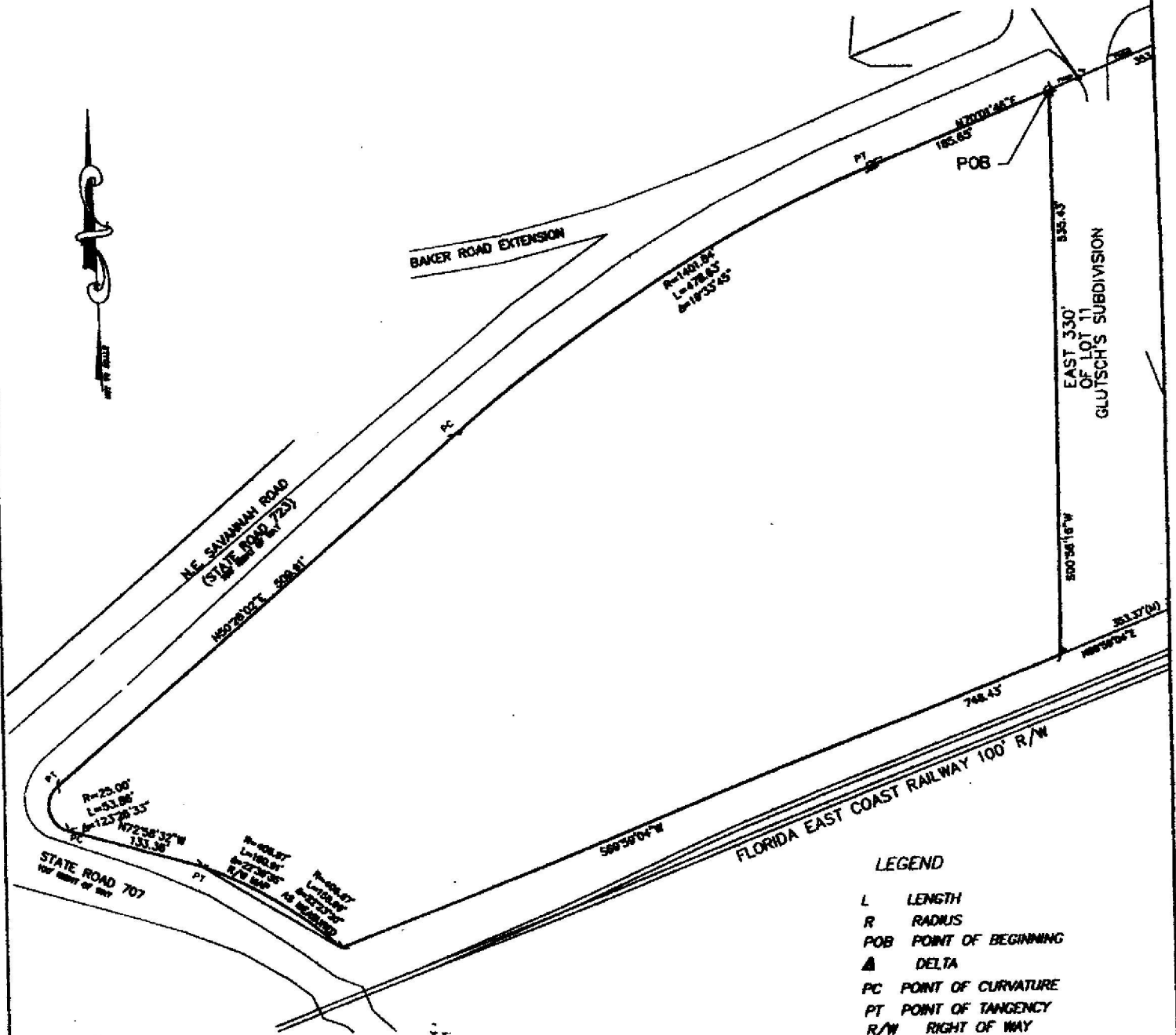
A

NOT A SURVEY

NOT TO SCALE

TITLE: INDUSTRIAL PARK @ AVONLEA
PROJECT: NORTHEAST PARCEL
JOB No.: 04-004

PAGE 2 OF 2
03/31/04



LEGEND

L LENGTH
R RADIUS
POB POINT OF BEGINNING
Δ DELTA
PC POINT OF CURVATURE
PT POINT OF TANGENCY
R/W RIGHT OF WAY

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953

SKETCH OF DESCRIPTION

Robert F. Kemerson

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND

EXHIBIT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Stephen Mayer

Title of Item:

AMENDMENT TO EXISTING PUD TO URBAN DESIGNATION AND TO RE-ESTABLISH DEVELOPMENT TIMELINES (RC):

ORDINANCE No. 2421-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDING ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY" URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property consists of 1.97 acres and is located at 1001 NW Federal Highway at the east corner of U.S. 1 and North Shores Boulevard, approximately 600 feet north of Wright Boulevard. The subject property has approximately 275.41 feet of frontage along U.S. 1.

As part of a bookkeeping effort, the City discovered that the Haney Creek Trust CPUD required a certificate of occupancy no later than March 12, 2019. The purpose of this Ordinance is to refresh the now defunct Ordinance 2275-2014, in order to promote leasing of the site to a private commercial enterprise.

Exhibit B of Ordinance 2275-2014 included potential acceptable uses such as restaurants, veterinarian offices, retail sales, etc. A list of prohibited uses is also included. Additionally, proposed development conditions include submittal of architectural plans, tree survey and mitigation, lighting plan, and landscape plan during site plan review. Staff is recommending a change from CPUD to Urban Planned Unit Development (UPUD), and the timeline is extended to January 1, 2023. No other changes are recommended to the conditions of approval for the Haney Creek Trust CPUD.

It is the purpose of this amendment to make the site more marketable and City permit-ready for development. The City Commission would review a specific use at the time of lease assignment.

The draft minutes from the December 12, Local Planning Agency meeting are attached. The LPA voted to approve the item, with Christine De La Vega dissenting. Ms. De La Vega spoke of potential uses such as affordable housing and also asked if a condition could be included that forces the Haney Creek UPUD automatically revert to conservation if this UPUD expires. Staff notes that if adopted, this Haney Creek UPUD will expire on January 1, 2023, should no suitable development occur on the site. After which, the city will once again be able to decide on the future of the site.

MANAGERS NOTE: This property was exchanged for another piece of property that the city owns off Wright Blvd. That piece was not part of the conservation and was held as a city asset for future use. The city put that in

conservation in exchange for the US1 piece. Then dedicated the funds derived from the US1 piece for the Haney Creek maintenance.

This item was presented to City Commission for First Hearing on January 27th, 2020. The item was unanimously approved.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2421-2020 on Second Reading.

ATTACHMENTS:

Description		Upload Date	Type
▣	Ordinance 2421-2020 Haney Creek Preserve Commercial Property UPUD	1/6/2020	Ordinance add to Y drive
▣	Staff Report	12/2/2019	Staff Report
▣	2275-2014 Haney Creek Preserve Commercial Property CPUD	12/2/2019	Attachment
▣	2095-2007 Harbour Walk Preserve PUD	12/2/2019	Attachment
▣	LPA Draft Minutes	12/27/2019	Backup Material



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

ORDINANCE NUMBER 2421-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDING ORDINANCE NUMBER 2095-07, FORMERLY THE “HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT” (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE “HANEY CREEK TRUST COMMERCIAL PROPERTY” URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on January 22, 2007, the City Commission adopted Ordinance Number 2095-07, which approved the former “Harbour Walk Preserve Commercial Planned Unit Development” (CPUD) project on 52.93 acres; and

WHEREAS, in July of 2011, the City of Stuart and Martin County jointly purchased 50.96 acres of the former “Harbour Walk Preserve Commercial Planned Unit Development” property for purposes of adding it to the Haney Creek Watershed Preserve; and

WHEREAS, on December 12, 2011, the City Commission adopted Ordinance Number 2235-2011, which approved a major amendment to Ordinance Number 2095-07 to change the zoning and land use to Public and Conservation, respectively, on a portion of the 50.96-acre site; and

WHEREAS, the City Commission retained CPUD zoning and Downtown Redevelopment future land use on a 1.97-acre portion of the site for the purpose of leasing said property to a private commercial enterprise to generate revenues for maintenance and improvements to the expanded Haney Creek Preserve and other City-owned lands; and

WHEREAS, on November 25, 2013, the City Commission directed staff to prepare a major amendment to Ordinance Number 2095-07 to provide for administrative level development approval on the 1.97-acre parcel; and

WHEREAS, the City's Local Planning Agency held a properly noticed public hearing at a regularly scheduled meeting on January 16, 2014 to consider a major amendment to Ordinance 2095-07, and recommended approval to the City Commission; and

WHEREAS, the City Commission held properly noticed public hearings at a regularly scheduled meetings, first reading on January 27, 2014, and second and final reading on February 10, 2014, to consider the application for major amendment to Ordinance 2095-07; and

WHEREAS, the City staff has discovered the Haney Creek Trust Commercial Property CPUD expired on March 12, 2019;

WHEREAS, the City's Local Planning Agency held a properly notice public hearing at a regularly scheduled meeting on December 12, 2019 to consider a major amendment to Ordinance 2275-2014, in order to refresh the ordinance as an Urban Planned Unit Development (UPUD) and provide a new timetable of development; and

WHEREAS, the property is legally described and a map depicting the property is attached hereto as **Exhibit "A"** of this ordinance and development conditions are attached hereto as **Exhibit "B"**; and

WHEREAS, the following “Development Documents” on file as public records of the City at the office of the City Development Department and as attached hereto shall be henceforth deemed as Approved, and shall become a part of the development conditions applicable to the Subject Property, and all development shall be in accordance with **Exhibit “C”**, Boundary Survey; and **Exhibit “D”**, Prototype Plan.

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

SECTION 1: The City Commission hereby approves a major amendment to Ordinance 2095-07 to approve the development conditions and “prototype” plan for the 1.97-acre parcel, as set forth in Exhibits B and D.

SECTION 2: In all other respects and except as amended hereby, the “Harbour Walk Preserve” development documents and conditions as set forth in prior ordinances and resolutions of the City shall remain in full force and effect.

SECTION 3. The complete execution and recording of this ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

Passed on first reading the ____ day of _____, 2020.

Ordinance 2421-2020
Haney Creek Trust Commercial Property
Major PUD Amendment

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:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE OF MAJOR PUD AMENDMENT

BY SIGNING THIS ACCEPTANCE OF MAJOR PUD AMENDMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING ORDINANCE, INCLUDING ANY EXHIBITS, ATTACHMENTS AND OTHER APPROVED DEVELOPMENT DOCUMENTS, INTENDING FOR ITSELF, ITS HEIRS, ASSIGNS, SUCCESSORS IN INTEREST, AND CONTRACTORS, TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY MENTAL RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDER. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP ACCORDING TO THIS ORDINANCE, OR ITS CONDITIONS, THIS ORDINANCE MAY BE AMENDED OR REPEALED, AND ANY OTHER LEGAL ACTIONS MAY BE TAKEN BY THE CITY AGAINST THE UNDERSIGNED, IT SUCCESSORS OR ASSIGNS, INCLUDING BUT NOT LIMITED TO BOND FORFEITURE, STOP WORK ORDERS, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF the undersigned have executed this Acceptance of the PUD Amendment on this ____ day of _____, 2020.

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. _____ was acknowledged before me this ____ day of _____, 2019, by Jeffrey H. Finkel, Senior Vice President of Florida Patio Partners, LLC.

Notary Public, State of Florida
My Commission Expires:
Notary Seal

Ordinance 2421-2020
Haney Creek Trust Commercial Property
Major PUD Amendment

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH $89^{\circ}45'17''$ WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH $18^{\circ}59'53''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $18^{\circ}59'53''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH $74^{\circ}07'27''$ EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH $15^{\circ}52'33''$ WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH $74^{\circ}07'27''$ WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

CONTAINING 85,937 SQUARE FEET, OR 1.97 ACRES, MORE OR LESS.
PCN 32-37-41-000-000-00011-0



EXHIBIT B

DEVELOPMENT CONDITIONS ORDINANCE NO. 2421-2020

Approved Plans*

1. Exhibit D is a “prototype” site plan intended to depict the project’s minimum perimeter buffer areas, or conversely the project’s maximum development envelope for hardscape (i.e.: building, drive isles, parking, etc.). The exact size and location of the building(s) and parking are not fixed but rather will be determined by code based upon the demands of the ultimate use. Other elements of the plan, such as the location of the entrance and off-site roadway improvements are intended to be constructed generally as shown, dependent upon the use and FDOT requirements.

Permitted and Prohibited Uses*

2. Permitted uses shall include:
All uses permitted within the Urban District (Section 3.03.03) of the City’s Land Development Code
 - Any retail business or retail service establishment, including shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service;
 - Bakeries, wholesales or commercial bakery warehouses;
 - Business and professional offices;
 - Child care facilities;
 - Commercial uses not specifically set forth above, but which are determined compatible by the City Commission at the time of lease assignment.
 - Enclosed storage and sales of lumber and building materials;
 - Restaurants (general or convenience);
 - Technical schools, or private elementary, middle, or high school;
 - Veterinarian office (with or without kennels);
3. Prohibited uses shall include, but not be limited to the following:
 - Adult businesses;
 - Automotive repair, inclusive of bodywork and painting;
 - Bar, cocktail lounges, pubs;
 - Boat manufacturing/sales/rental.
 - Churches;
 - Dry cleaners;

- Gasoline or other motor fuel stations;
- Mortuaries;
- Vehicle sales/rental;

Prior to Issuance of Site Permits

4. Civil plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
5. City of Stuart Utilities shall serve the site. Civil engineer to confirm access and connection requirements to existing 6-inch force main east of U.S. 1 and 12 inch water main west of U.S. 1.
6. A traffic study per LDC Section 4.05.02 shall be conducted. Florida Department of Transportation Turnout and Signalization Permit shall be applied for and necessary requirements may include relocation of existing improvements and dimensional changes to the turnout and right-hand deceleration lane shown on Exhibit D. In this regard, the developer (lessee) shall be responsible for all design and permitting, as well as the costs of all required improvements.*
7. An environmental assessment report and if necessary, copies of correspondence with applicable state and federal agencies, per LDC Section 5.02.00 shall be submitted.
8. Minimum development setbacks for the off-site wetlands are 55 feet (50 foot upland buffer plus 5 foot construction easement), as depicted on Exhibit D.*
9. A tree survey and tree mitigation requirements in accordance with LDC Section 5.05.00 (Trees) shall be provided. This information shall, at a minimum, include: a) field-flag, identify, and account for all specimen trees located in the proposed developed portion of the site to allow for field review of the tree survey; and b) detailed impact and mitigation calculations.
10. A detailed clearing and earthwork limits plan with NPDES permit, silt and erosion control will be required prior to approval of site engineering plans.
11. Plans depicting architectural and site design features in accordance with LDC Section 6.05.00 (Commercial Development Standards) shall be submitted during site plan review. In addition, these plans shall be in compliance with the architectural requirements in LDC Sections 3.01.04.A (Building walls), 3.01.04.B (Roofs and gutters), 3.01.04.D (Windows and doors), and 3.01.04.N (Screens).*
12. Parking spaces shall be 10 feet in width and 18 feet in length, with the exception of required handicapped spaces which shall meet applicable Florida Accessibility Code standards.*

13. A lighting plan in accordance with LDC Sections 3.01.04.J and 6.07.00 shall be submitted during site plan review.
14. All other applicable regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of certificates of occupancy.

Landscaping

15. A landscape plan, designed in accordance with LDC Sections 3.01.03.G and 6.04.00 shall be submitted as part of the site permit review. Landscaping shall be 120% of what is required by Section 6.04.00. All landscape plant materials shall be native.*
16. Transitions between outside edges of pavement/curb and natural grades may not exceed 4:1 slopes planted with native species per #15 above, or retaining walls to minimize native upland disturbances, or a combination of methods to minimize disturbance and maximize cost-effectiveness of transitions from developed area to preserve areas outside the site boundary.*
17. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
18. The developer (lessee) shall agree to connect to the City of Stuart's irrigation re-use water system when it becomes available to the site.*
19. The landscaper of record shall certify that all trees and/or landscape material meet the approved landscape plan prior to installation.
20. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
21. "Hat racking" of trees is prohibited on the property.

Development and Construction

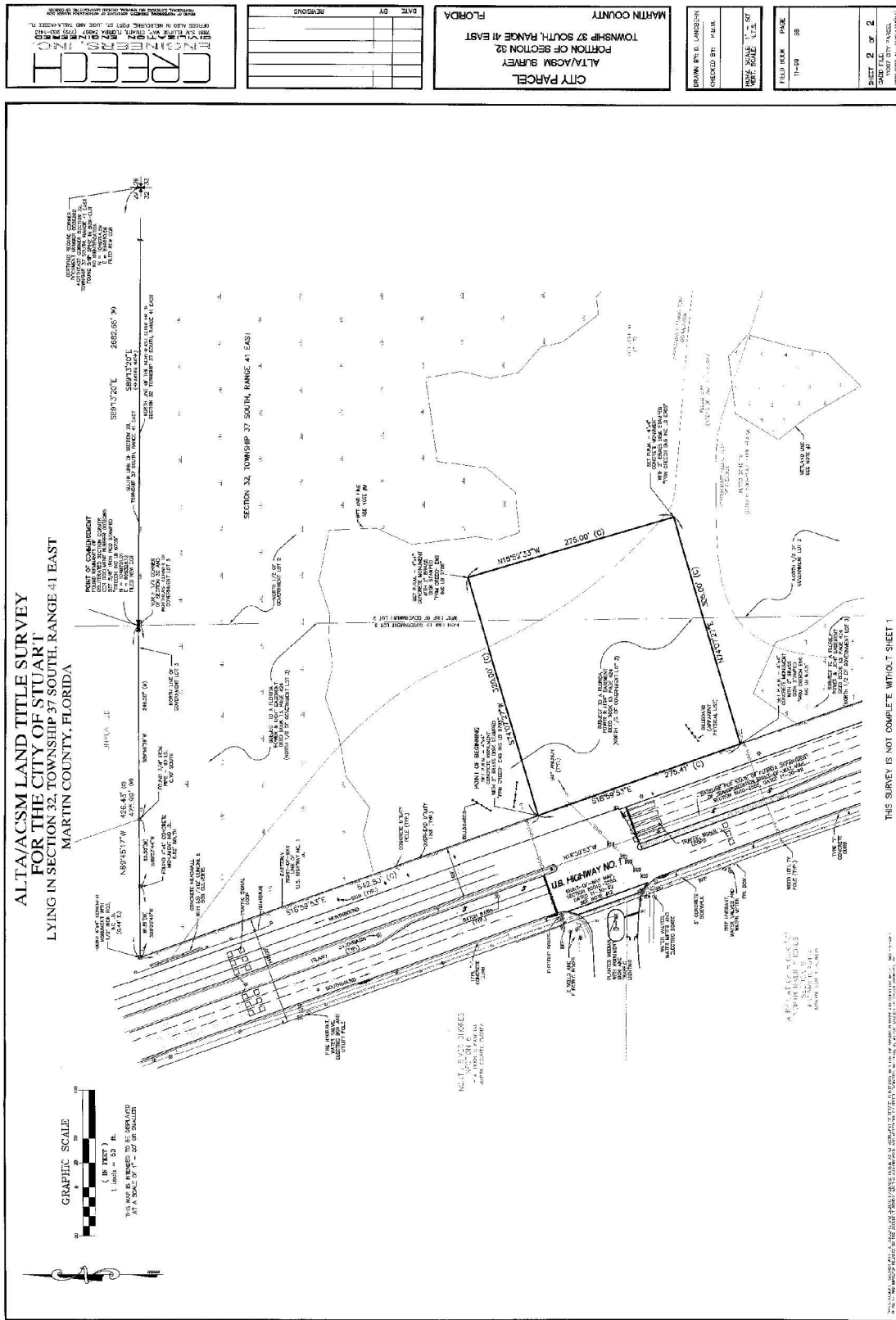
22. The building's design shall qualify, at a minimum, for a 40% rebate in building permit fees and plan review fees in accordance with City of Stuart Code of Ordinances, Chapter 10, Article 1, Section 10-6, Efficient Building Development.*
23. All stormwater from developed portions of the site shall meet City and SFWMD water quality treatment standards prior to any volume discharge to off-site wetlands per the pre-development drainage pattern. The prototype site plan assumes 50% rainfall capture by pervious pavement and 100% exfiltration of the remainder necessary to meet water quality treatment prior to discharge off-site via spreader swales to wetlands.*

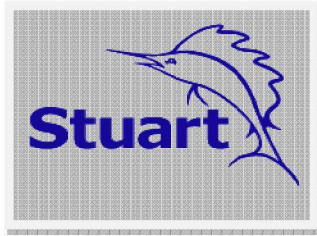
24. Any stormwater retention areas shall be designed using Low Impact Development (LID) techniques as described in the University of Florida's IFAS Extension publication "LID Practices: Integrating Wetlands & Enhancing Stormwater Basins".*
25. All fill beneath pavement must be compatible with use of pervious pavement for all parking stalls and catch basins with exfiltration trenches beneath impervious pavement in driving aisles.*
26. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.*
27. Water trucks shall be provided by the developer (lessee) as necessary during construction in order to reduce dust generated on-site.*
28. Fencing shall be installed along the northern, eastern, and southern property lines and shall consist of a four foot high, black vinyl-coated chain-link with slats (separate permit required).*
29. Signage shall be appropriately permitted and constructed in compliance with LDC Sections 3.01.04.O and 6.11.00. Monument sign should be located in general location indicated in Exhibit D.*
30. City of Stuart will accept dedication and maintenance of a duplex grinder lift station to be located per final site plan.*
31. Required solid waste collection devices shall be located in the rear (eastern) half of the lot and screened from public right-of-way. Exact location shall be approved by the Department of Public Works.*

Timetables

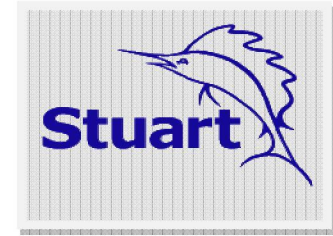
32. The project shall obtain certificates of occupancies no later than January 1, 2023.

NOTE: Conditions with an * are specific to the site and may go above and beyond standard code requirements.

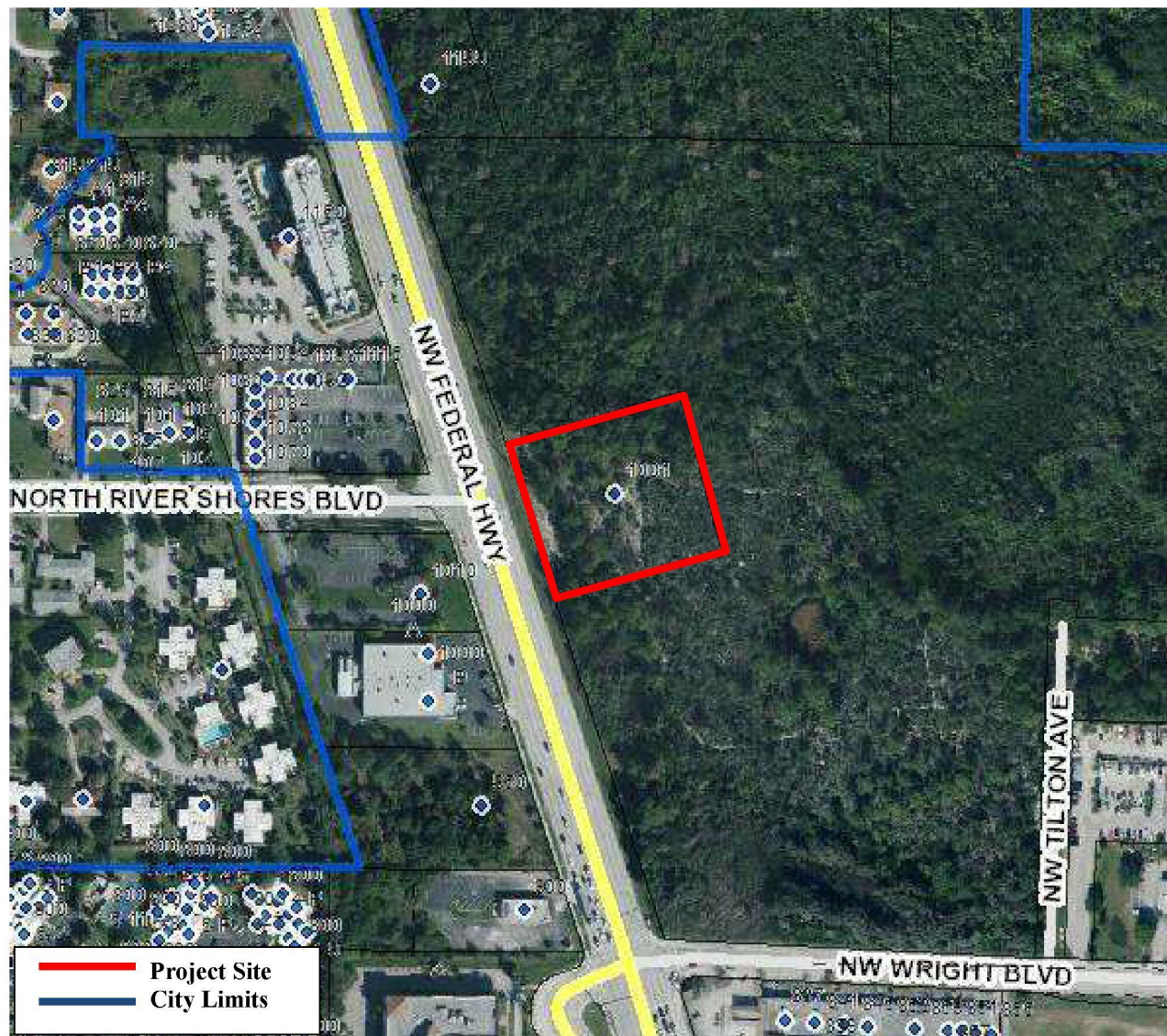




CITY OF STUART
LOCAL PLANNING AGENCY
December 12, 2019



Project Name: Haney Creek Trust Commercial Property	Property Owner: City of Stuart
Project No.:	Applicant/Petitioner: City of Stuart
Ordinance No: 2421-2020	Agent/Representative: City of Stuart
Location: 1001 NW Federal Highway	



PROJECT SUMMARY

<i>Property Size (area)</i>		1.97 Acres
<i>Present Use</i>		Undeveloped
<i>Subject Property Land Use</i>		Downtown Redevelopment
<i>Adjacent FLU</i>	<i>North</i>	Conservation
	<i>South</i>	Conservation
	<i>East</i>	Conservation
	<i>West</i>	Downtown Redevelopment
<i>Subject Property Zoning</i>		Commercial Planned Unit Development
<i>Adjacent Zoning</i>	<i>North</i>	Public
	<i>South</i>	Public
	<i>East</i>	Public
	<i>West</i>	Urban Highway
<i>Proposed Use</i>		Commercial – Bank, Pharmacy, or similar use
<i>Brief Explanation</i>		The intent of this application is to approve a Ordinance 2421-2020 for the 1.97 acre parcel owned by the City for purposes of leasing to a private commercial enterprise.
<i>Staff Recommendation:</i> Subject to the attached development conditions staff recommends approval of Ordinance 2421-2020, to refresh the CPUD and a Urban Planned Unit Development (UPUD) and extend the timeline of development.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS (Attachment A)

A. Requirements for Application – The application for a major amendment to the CPUD has been noticed in accordance with the requirements set forth in Sections 11.01.03 and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 11-19-2019

C. Mail Notice Postmark: 11-19-2019 to property owners within 300 feet

D. Publication Date: N/A

II. HISTORY OF THE SITE

On January 22, 2007, the City Commission adopted Ordinance Number 2095-07, which approved the former “Harbour Walk Preserve Commercial Planned Unit Development” (CPUD) project on 52.93 acres. The project was never initiated and ultimately, the owner declared bankruptcy.

In July of 2011, the City of Stuart and Martin County jointly purchased 50.96 acres of the former “Harbour Walk Preserve Commercial Planned Unit Development” property for purposes of adding it to the Haney Creek Watershed Preserve. Additionally, the City exchanged for its flag lot, the 1.97-acre portion of the Harbour Walk PUD for purposes of leasing to a private commercial enterprise to generate revenues for maintenance and improvements to the expanded Haney Creek Preserve and other City-owned lands, acquisition of additional environmental lands and repayment of funds originally invested.

On December 12, 2011, the City Commission adopted Ordinance Number 2235-2011, which approved a major amendment to Ordinance Number 2095-07 to change the zoning and land use to Public and Conservation, respectively, for the 50.96 acres, while retaining the CPUD zoning and Downtown Redevelopment future land use designations on the 1.97-acre parcel. Ordinance 2235-2011 required that future development of the 1.97-acre parcel would require a major amendment to Ordinance 2095-07.

On November 25, 2013, the City Commission directed staff to prepare a major amendment to Ordinance Number 2095-07 to provide for a prototype site plan to be reviewed and approved at the administrative level to make the site more marketable to potential developers.

Staff has recently discovered that the CPUD expired on March 12, 2019. **It is the purpose of this amendment to make the site more marketable and City permit-ready for development. The City Commission would review a specific use at the time of lease assignment.**

III. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment B)

The subject property consists of one undeveloped parcel totaling 1.97 acres in size located at 1001 NW Federal Highway at the east corner of U.S. 1 and North Shores Boulevard, approximately 600 feet north of Wright Boulevard.

Direction	Current Use	Zoning	Future Land Use
North	Undeveloped; Haney Creek Preserve Area	Public	Conservation
South	Undeveloped; Haney Creek Preserve Area	Public	Conservation
East	Undeveloped; Haney Creek Preserve Area	Public	Conservation
West	Furniture retail store, crematorium and funeral home, retail shopping center	Urban Highway	Downtown Redevelopment

B. Project Description

The subject property consists of 1.97 acres and is located at 1001 NW Federal Highway at the east corner of U.S. 1 and North Shores Boulevard, approximately 600 feet north of Wright Boulevard. The subject property has approximately 275.41 feet of frontage along U.S. 1.

The purpose of Ordinance 2275-2014 was to approve a prototype site plan and development conditions (Exhibit D and B, respectively, in Ordinance 2421-2020) to promote leasing of the site to a private commercial enterprise. This Ordinance keeps the conditions of the prior CPUD intact.

Exhibit B of Ordinance 2421-2020 includes potential acceptable uses such as restaurants, veterinarian offices, retail sales, etc. A list of prohibited uses is also included. Additionally, proposed development conditions include submittal of architectural plans, tree survey and mitigation, lighting plan, and landscape plan during site plan review.

It is the purpose of this amendment to make the site more marketable and City permit-ready for development. The City Commission would review a specific use at the time of lease assignment.

C. Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the application is consistent with the applicable objectives and policies of the plan.

Element I: Future Land Use Objective A.3. Environmentally Sensitive Issues Environmentally sensitive natural resources shall be protected including native vegetative communities, listed wildlife species and associated habitat. Development shall be directed away from resource. Impacts shall be compensated for or minimized.	The protection of native vegetative communities is deemed to be satisfied through the preservation of the Haney Creek Preserve. Additionally, a listed species survey, tree survey and mitigation plan, and a 100% native landscaping requirement are included in the development conditions of Ord. 2421-2020. Revenues generated from leasing of the subject property are to assist in the operation and maintenance costs of the Haney Creek Preserve. There are no wetlands on the subject property and a 55-foot buffer for the off-site wetland is indicated on the conceptual plans.
Element I: Future Land Use Objective A.7. Future Land Use Categories	The subject property has a Future Land Use designation of Downtown Redevelopment, which allows commercial uses. Future development would be reviewed for compliance with the density and intensity requirements of the Downtown Redevelopment FLU designation.
Element I: Future Land Use Objective B2. Provision of facilities and services.	Any future development would be serviced by City of Stuart water and sewer lines and is anticipated to be within adopted Level of Service standards. Additionally, impact fees would be required to offset impacts to services.
Element I: Future Land Use Policies B3.9 and B3.10 The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles... All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and promote the architectural heritage of the City...	City of Stuart Police Department would review the project for CPTED principles during the site plan review process. Plans depicting architectural and site design features in accordance with LDC Section 6.05.00 (Commercial Development Standards) and Sections 3.01.04.A (Building walls), 3.01.04.B (Roofs and gutters), 3.01.04.D (Windows and doors), and 3.01.04.N (Screens) are required during the site plan review process – see Ord. 2421-2020, Exhibit B, Development Condition #12.
Element II: Transportation	The subject property is within the Traffic Concurrence Exception Area, therefore level of service standards do not apply.
Element IV: Infrastructure Objective A4D. Drainage	Ord. 2421-2020, Exhibit B, Development Condition #11, 23, 24, and 25 are included to ensure consistency with the applicable Comprehensive Plan objectives related to drainage and stormwater runoff.

Element IV: Infrastructure Objective A5. Potable water and sanitary sewer	The City of Stuart Utilities will supply water and sewer service. Water and sewer lines currently exist in the U.S. 1 right-of-way.
Element V: Conservation Objective A.1. Surface Water Quality	Ord. 2421-2020, Exhibit B, Development Condition #8, 9, and 10 are included to ensure consistency with the applicable Comprehensive Plan objectives related to drainage and stormwater runoff.
Element V: Conservation Objective A.5. Natural Systems	See discussion for Element I: Future Land Use Objective A.3. Environmentally Sensitive Issues
Element V: Conservation Objective A.6. Wildlife Protection	A Preliminary Wetland and Upland Permitting Investigation Report was conducted by Miller Legg Associates in 2004 for the former Harbour Walk development site. It indicated presence of gopher tortoise burrows and suitable habitat for scrub jays. A development condition is included in Ord. 2420-2020 requiring a listed species survey prior to site plan approval.

D. Land Development Code Standards

The application has been reviewed for consistency with the City's LDC.

Chapter 2 – Zoning Districts Uses Allowed, Density, Intensity	Modifications to the open space and native vegetation requirements in Section 2.07.00.E.4 may be considered by the City Commission depending on the specific future use, which is acceptable since the subject property was purchased to generate revenues for operation and maintenance of the adjacent Haney Creek Preserve.
Chapter 3 – Urban Code	The subject property is within the Community Redevelopment Area and has a Future Land Use designation of Downtown Redevelopment and a zoning district designation of Commercial Planned Unit Development. The CPUD zoning allows for variation from strict adherence to those regulations with Chapter 3.
Chapter 4 – Concurrency Determinations	The subject property is within the Traffic Concurrency Exception Area, therefore level of service standards do not apply. Nevertheless, an engineer's traffic study will be required prior to development approval to address off-site roadway improvements as needed.
Chapter 5 – Resource Protection	The protection of native vegetative communities is deemed to be satisfied through the preservation of the Haney Creek Preserve. Additionally, a listed species survey, tree survey and mitigation plan, and a 100% native landscaping requirement are included in the development conditions of Ord. 2421-2020. Revenues generated from leasing of the subject property are to assist in the operation and maintenance costs of the Haney Creek Preserve. There are no wetlands on the subject property and a 55-foot buffer for the off-site wetland is indicated on the conceptual plans.

	A Preliminary Wetland and Upland Permitting Investigation Report was conducted by Miller Legg Associates in 2004 for the former Harbour Walk development site. It indicated presence of gopher tortoise burrows and suitable habitat for scrub jays. A development condition is included in Ord. 2421-2020 requiring a listed species survey prior to site plan approval.
Chapter 6 – On-Site and Off-Site Development Standards	Proposed parking numbers and drive aisles on the conceptual plans meet the standards in Sec. 6.01.00. These standards would also be reviewed during site plan review for a specific user. Several development conditions are included for stormwater (#11, 23-25), landscaping (#15-21), commercial development (#12), lighting (#13), solid waste collection devices (#30), and signage (#28) requirements.

E. Technical Review by Other Agencies

The future developer (lessee) will be responsible to meet all federal, state and local permitting and environmental standards prior to the issuance of any building permits. Further, the future developer (lessee) will also be required to demonstrate full compliance at all times. This agenda item has been provided to Martin County for its review and comment.

IV. UPUD ORDINANCE NO. 2421-2020 (Attachment C)

V. OTHER RELEVANT DOCUMENTS

None.

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

TBD

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Subject to the conditions contained in the attached Ordinance and consideration before the LPA, staff offers no objection to the proposed Ordinance 2421-2020

VIII. ATTACHMENTS

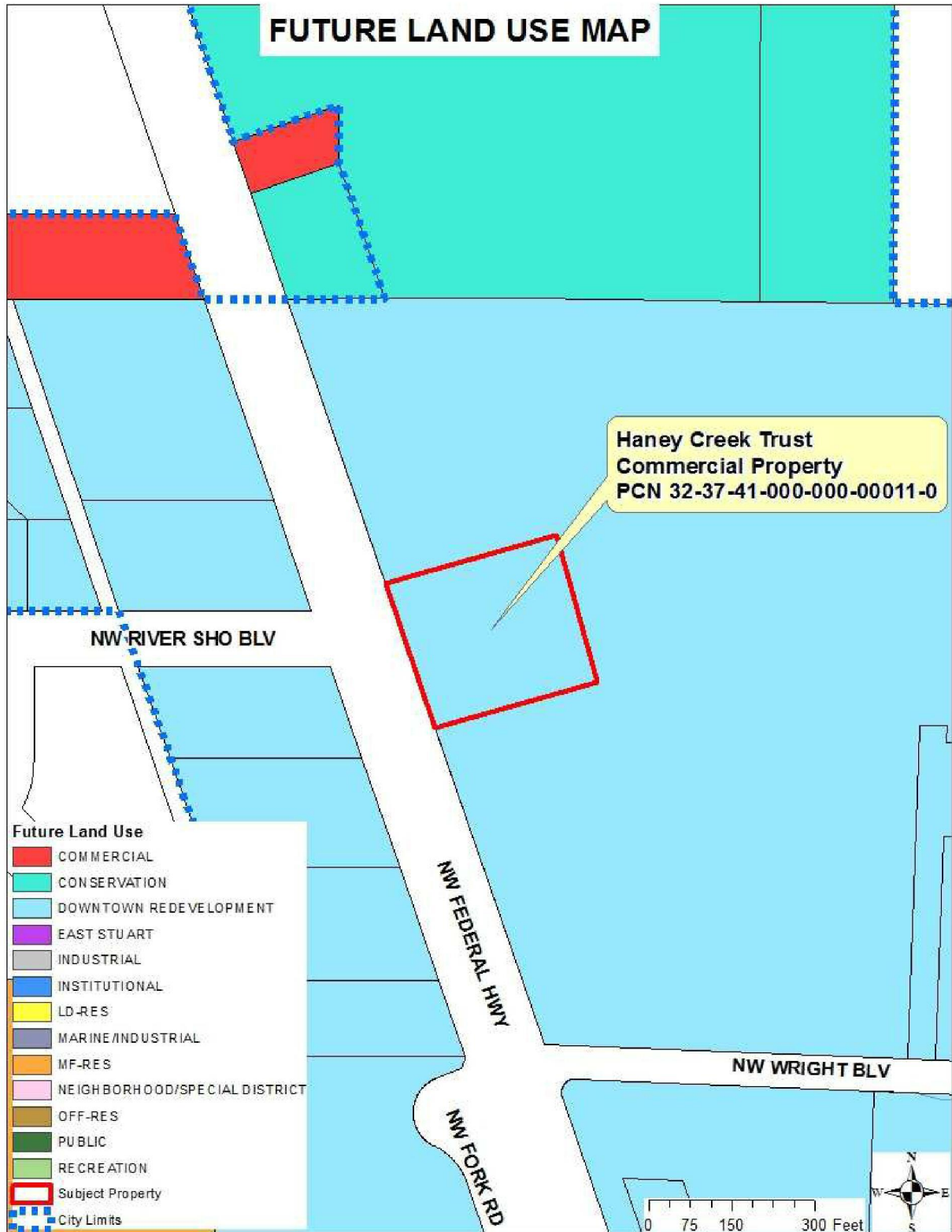
Attachment A: Site and Area Characteristics

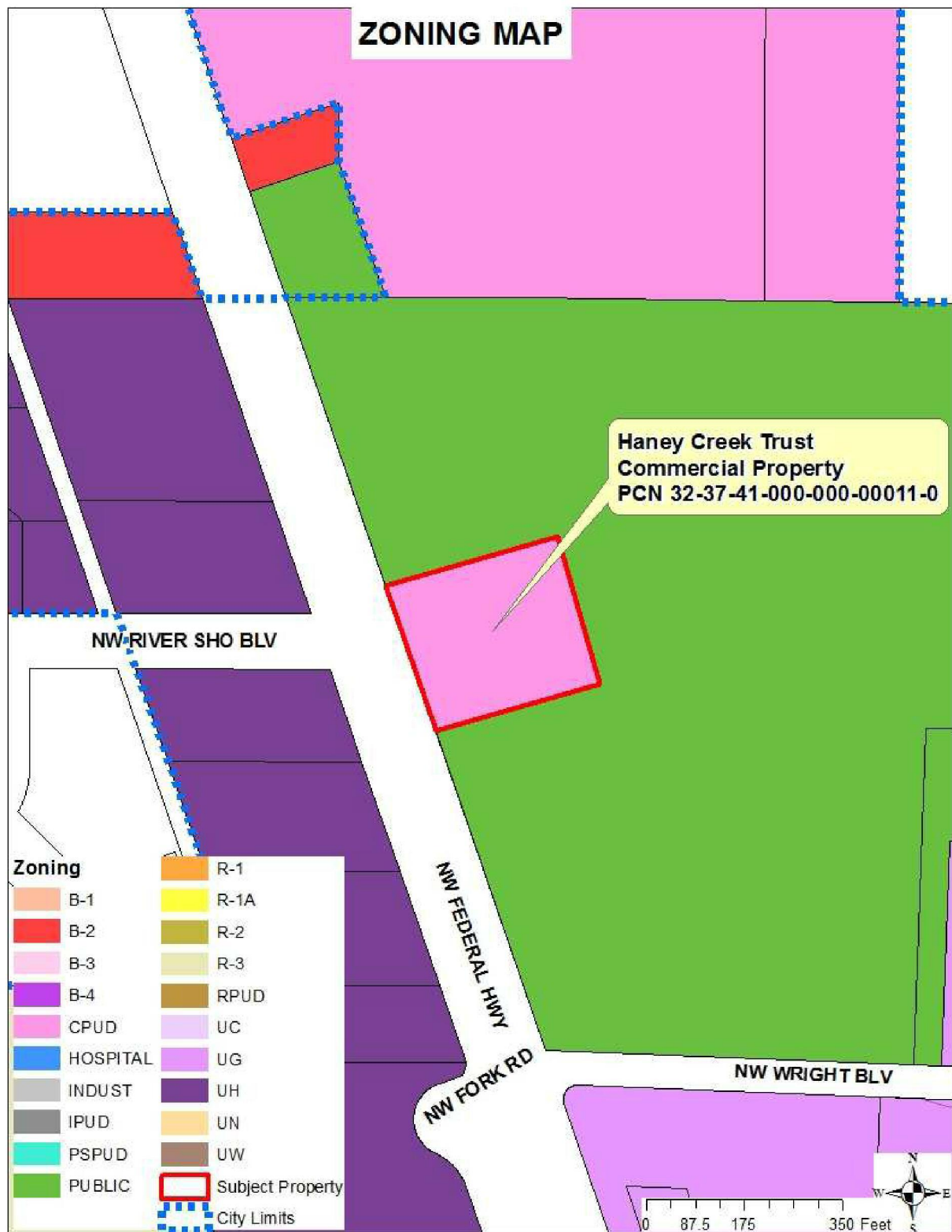
City of Stuart Future Land Use Map
City of Stuart Zoning Map

Aerial Map

**Attachment B: Proposed Ordinance 2421-2020
Adopted (Defunct) Ordinance No. 2275-2014**

ATTACHMENT B
SITE AND AREA CHARACTERISTICS









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

ORDINANCE NUMBER 2275-2014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT, PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY"; PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on January 22, 2007, the City Commission adopted Ordinance Number 2095-07, which approved the former "Harbour Walk Preserve Commercial Planned Unit Development" (CPUD) project on 52.93 acres; and

WHEREAS, in July of 2011, the City of Stuart and Martin County jointly purchased 50.96 acres of the former "Harbour Walk Preserve Commercial Planned Unit Development" property for purposes of adding it to the Haney Creek Watershed Preserve; and

WHEREAS, on December 12, 2011, the City Commission adopted Ordinance Number 2235-2011, which approved a major amendment to Ordinance Number 2095-07 to change the zoning and land use to Public and Conservation, respectively, on a portion of the 50.96-acre site; and

WHEREAS, the City Commission retained CPUD zoning and Downtown Redevelopment future land use on a 1.97-acre portion of the site for the purpose of leasing said property to a private commercial enterprise to generate revenues for maintenance and improvements to the expanded Haney Creek Preserve and other City-owned lands; and

WHEREAS, on November 25, 2013, the City Commission directed staff to prepare a major amendment to Ordinance Number 2095-07 to provide for administrative level development approval on the 1.97-acre parcel; and

WHEREAS, the City's Local Planning Agency held a properly noticed public hearing at a regularly scheduled meeting on January 16, 2014 to consider a major amendment to Ordinance 2095-07, and recommended approval to the City Commission; and

WHEREAS, the City Commission held properly noticed public hearings at a regularly scheduled meetings, first reading on January 27, 2014, and second and final reading on February 10, 2014, to consider the application for major amendment to Ordinance 2095-07; and

WHEREAS, the property is legally described and a map depicting the property is attached hereto as **Exhibit "A"** of this ordinance and development conditions are attached hereto as **Exhibit "B"**; and

WHEREAS, the following "Development Documents" on file as public records of the City at the office of the City Development Department and as attached hereto shall be henceforth deemed as Approved, and shall become a part of the development conditions applicable to the Subject Property, and all development shall be in accordance with **Exhibit "C"**, Boundary Survey; and **Exhibit "D"**, Prototype Plan.

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

SECTION 1: The City Commission hereby approves a major amendment to Ordinance 2095-07 to approve the development conditions and “prototype” plan for the 1.97-acre parcel, as set forth in Exhibits B and D.

SECTION 2: In all other respects and except as amended hereby, the “Harbour Walk Preserve” development documents and conditions as set forth in prior ordinances and resolutions of the City shall remain in full force and effect.

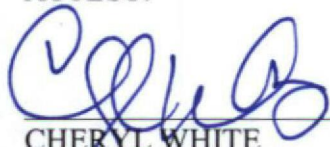
Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON, and upon being put to a roll call vote, the vote was as follows:

TROY A. MCDONALD, MAYOR
KELLI GLASS-LEIGHTON, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
JAMES A. CHRISTIE, Jr., COMMISSIONER
EULA R. CLARK, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED this 10th day of February, 2014.

ATTEST:


CHERYL WHITE
CITY CLERK


TROY A. MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY

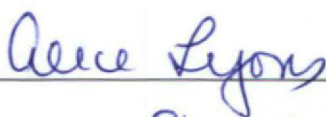
STATE OF FL. :
COUNTY OF Martin :

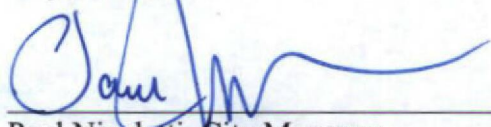
ACCEPTANCE OF MAJOR PUD AMENDMENT

BY SIGNING THIS ACCEPTANCE OF MAJOR PUD AMENDMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING ORDINANCE, INCLUDING ANY EXHIBITS, ATTACHMENTS AND OTHER APPROVED DEVELOPMENT DOCUMENTS, INTENDING FOR ITSELF, ITS HEIRS, ASSIGNS, SUCCESSORS IN INTEREST, AND CONTRACTORS, TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY MENTAL RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDER. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP ACCORDING TO THIS ORDINANCE, OR ITS CONDITIONS, THIS ORDINANCE MAY BE AMENDED OR REPEALED, AND ANY OTHER LEGAL ACTIONS MAY BE TAKEN BY THE CITY AGAINST THE UNDERSIGNED, IT SUCCESSORS OR ASSIGNS, INCLUDING BUT NOT LIMITED TO BOND FORFEITURE, STOP WORK ORDERS, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF the undersigned have executed this Acceptance of Major PUD Amendment on this 12th day of February, 2014.

WITNESSES:

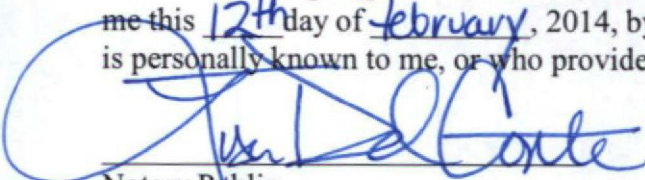

Print Name: Alice Lyons

City of Stuart

Paul Nicoletti, City Manager


Print Name: HELEN PASKOWSKI

APPLICANT'S ACKNOWLEDGMENT

The foregoing ACCEPTANCE OF MAJOR AMENDMENT was acknowledged before me this 12th day of February, 2014, by Paul Nicoletti, City of Stuart City Manager, and who is personally known to me, or who provided _____ as identification.


Notary Public

My Commission Expires:

NOTARY SEAL



EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH $89^{\circ}45'17''$ WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH $18^{\circ}59'53''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $18^{\circ}59'53''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH $74^{\circ}07'27''$ EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH $15^{\circ}52'33''$ WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH $74^{\circ}07'27''$ WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

CONTAINING 85,937 SQUARE FEET, OR 1.97 ACRES, MORE OR LESS.
PCN 32-37-41-000-000-00011-0

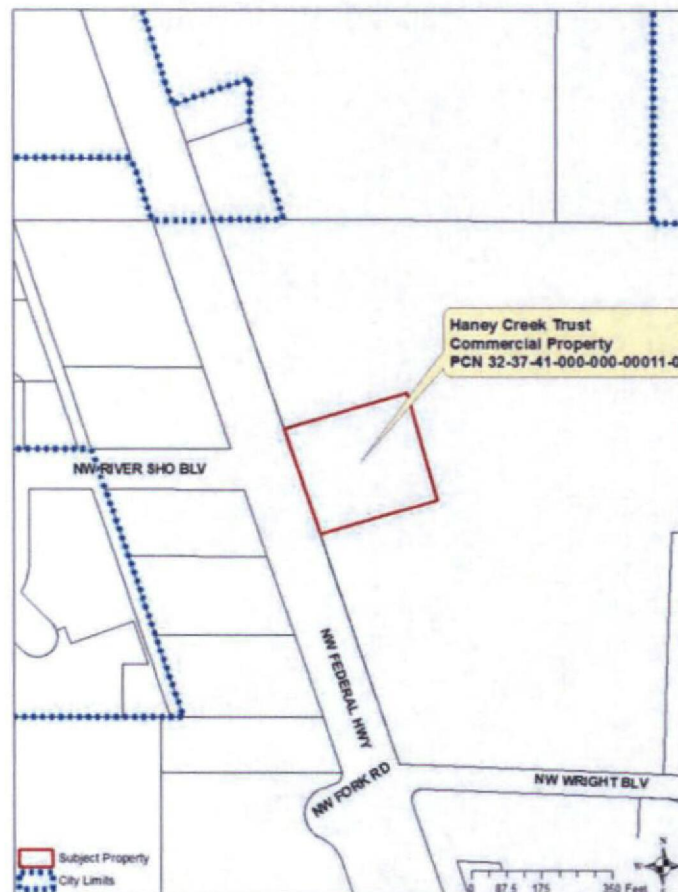


EXHIBIT B

DEVELOPMENT CONDITIONS ORDINANCE NO. 2275-2014

Approved Plans*

1. Exhibit D is a "prototype" site plan intended to depict the project's minimum perimeter buffer areas, or conversely the project's maximum development envelope for hardscape (i.e.: building, drive isles, parking, etc.). The exact size and location of the building(s) and parking are not fixed but rather will be determined by code based upon the demands of the ultimate use. Other elements of the plan, such as the location of the entrance and off-site roadway improvements are intended to be constructed generally as shown, dependent upon the use and FDOT requirements.

Permitted and Prohibited Uses*

2. Permitted uses shall include:
 - Any retail business or retail service establishment, including shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service;
 - Bakeries, wholesales or commercial bakery warehouses;
 - Business and professional offices;
 - Child care facilities;
 - Commercial uses not specifically set forth above, but which are determined compatible by the City Commission at the time of lease assignment.
 - Enclosed storage and sales of lumber and building materials;
 - Restaurants (general or convenience);
 - Technical schools, or private elementary, middle, or high school;
 - Veterinarian office (with or without kennels);
3. Prohibited uses shall include, but not be limited to the following:
 - Adult businesses;
 - Automotive repair, inclusive of bodywork and painting;
 - Bar, cocktail lounges, pubs;
 - Boat manufacturing/sales/rental.
 - Churches;
 - Dry cleaners;
 - Gasoline or other motor fuel stations;
 - Mortuaries;

- Vehicle sales/rental;

Prior to Issuance of Site Permits

4. Civil plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
5. City of Stuart Utilities shall serve the site. Civil engineer to confirm access and connection requirements to existing 6 inch force main east of U.S. 1 and 12 inch water main west of U.S. 1.
6. A traffic study per LDC Section 4.05.02 shall be conducted. Florida Department of Transportation Turnout and Signalization Permit shall be applied for and necessary requirements may include relocation of existing improvements and dimensional changes to the turnout and right-hand deceleration lane shown on Exhibit D. In this regard, the developer (lessee) shall be responsible for all design and permitting, as well as the costs of all required improvements.*
7. An environmental assessment report and if necessary, copies of correspondence with applicable state and federal agencies, per LDC Section 5.02.00 shall be submitted.
8. Minimum development setbacks for the off-site wetlands are 55 feet (50 foot upland buffer plus 5 foot construction easement), as depicted on Exhibit D.*
9. A tree survey and tree mitigation requirements in accordance with LDC Section 5.05.00 (Trees) shall be provided. This information shall, at a minimum, include: a) field-flag, identify, and account for all specimen trees located in the proposed developed portion of the site to allow for field review of the tree survey; and b) detailed impact and mitigation calculations.
10. A detailed clearing and earthwork limits plan with NPDES permit, silt and erosion control will be required prior to approval of site engineering plans.
11. Plans depicting architectural and site design features in accordance with LDC Section 6.05.00 (Commercial Development Standards) shall be submitted during site plan review. In addition, these plans shall be in compliance with the architectural requirements in LDC Sections 3.01.04.A (Building walls), 3.01.04.B (Roofs and gutters), 3.01.04.D (Windows and doors), and 3.01.04.N (Screens).*
12. Parking spaces shall be 10 feet in width and 18 feet in length, with the exception of required handicapped spaces which shall meet applicable Florida Accessibility Code standards.*
13. A lighting plan in accordance with LDC Sections 3.01.04.J and 6.07.00 shall be submitted during site plan review.

14. All other applicable regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of certificates of occupancy.

Landscaping

15. A landscape plan, designed in accordance with LDC Sections 3.01.03.G and 6.04.00 shall be submitted as part of the site permit review. Landscaping shall be 120% of what is required by Section 6.04.00. All landscape plant materials shall be native.*
16. Transitions between outside edges of pavement/curb and natural grades may not exceed 4:1 slopes planted with native species per #15 above, or retaining walls to minimize native upland disturbances, or a combination of methods to minimize disturbance and maximize cost-effectiveness of transitions from developed area to preserve areas outside the site boundary.*
17. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
18. The developer (lessee) shall agree to connect to the City of Stuart's irrigation re-use water system when it becomes available to the site.*
19. The landscaper of record shall certify that all trees and/or landscape material meet the approved landscape plan prior to installation.
20. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
21. "Hat racking" of trees is prohibited on the property.

Development and Construction

22. The building's design shall qualify, at a minimum, for a 40% rebate in building permit fees and plan review fees in accordance with City of Stuart Code of Ordinances, Chapter 10, Article 1, Section 10-6, Efficient Building Development.*
23. All stormwater from developed portions of the site shall meet City and SFWMD water quality treatment standards prior to any volume discharge to off-site wetlands per the pre-development drainage pattern. The prototype site plan assumes 50% rainfall capture by pervious pavement and 100% exfiltration of the remainder necessary to meet water quality treatment prior to discharge off-site via spreader swales to wetlands.*
24. Any stormwater retention areas shall be designed using Low Impact Development (LID) techniques as described in the University of Florida's IFAS Extension publication "LID Practices: Integrating Wetlands & Enhancing Stormwater Basins".*

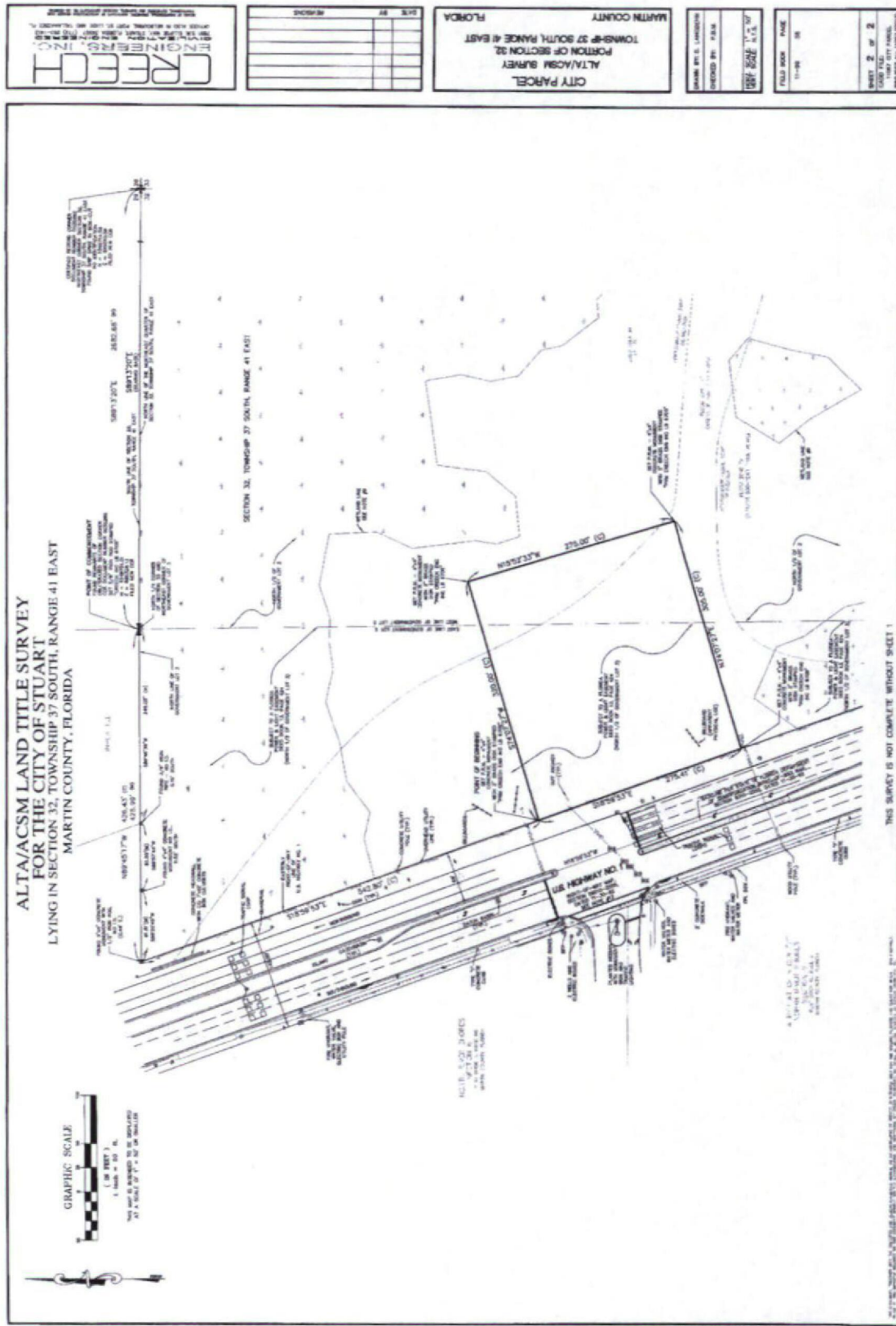
25. All fill beneath pavement must be compatible with use of pervious pavement for all parking stalls and catch basins with exfiltration trenches beneath impervious pavement in driving aisles.*
26. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.*
27. Water trucks shall be provided by the developer (lessee) as necessary during construction in order to reduce dust generated on-site.*
28. Fencing shall be installed along the northern, eastern, and southern property lines and shall consist of a four foot high, black vinyl-coated chain-link with slats (separate permit required).*
29. Signage shall be appropriately permitted and constructed in compliance with LDC Sections 3.01.04.O and 6.11.00. Monument sign should be located in general location indicated in Exhibit D.*
30. City of Stuart will accept dedication and maintenance of a duplex grinder lift station to be located per final site plan.*
31. Required solid waste collection devices shall be located in the rear (eastern) half of the lot and screened from public right-of-way. Exact location shall be approved by the Department of Public Works.*

Timetables

32. The project shall obtain certificates of occupancies no later than March 12, 2019.

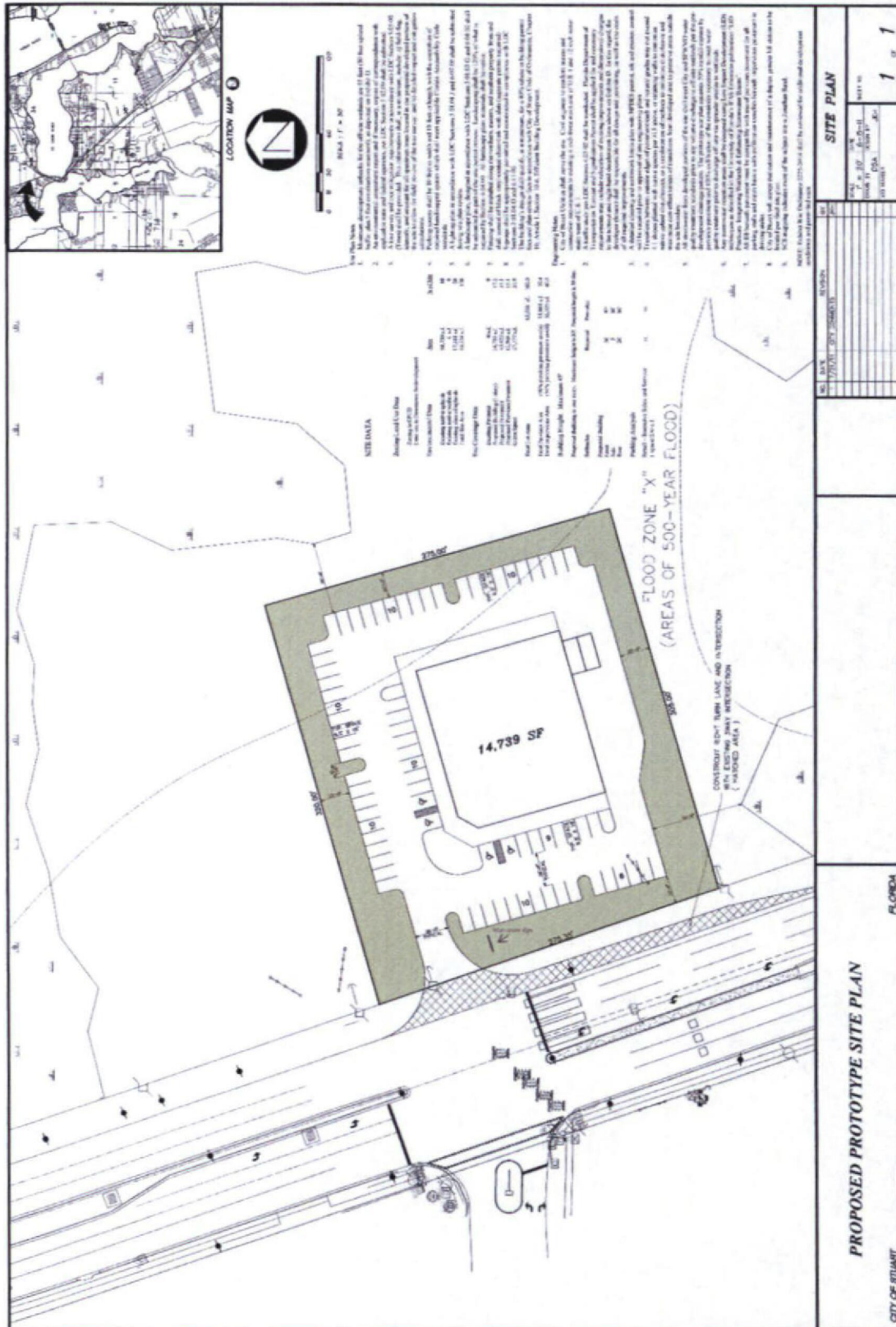
NOTE: Conditions with an * are specific to the site and may go above and beyond standard code requirements.

Ordinance 22/5-2014
Haney Creek Trust Commercial Property
Major PUD Amendment



Clerk's Note:
Legibility of this document
determined to be substandard

EXHIBIT D – PROTOTYPE PLAN



City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE 772-288-5306
FAX (772) 288-5305
Email cwhite@ci.stuart.fl.us

February 19, 2014

Clerk of the Circuit Court
Att: Recording
P.O. Box 9016
Stuart, Fl. 34995

RE: PLEASE RECORD :
Ord 2275-2014 Major Amend Harbour Walk Preserve

Please record the above named document into the public records of Martin County Clerk of the Circuit Court, and return the original back to my attention.

Should you have any questions regarding this appointment please feel free to contact me at 772-288-5306.

Thank you,

Cherie White, MMC

Cherie White, MMC
City Clerk
Enc.

Return to:

**City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994**

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

ORDINANCE NUMBER 2095-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR THE HARBOUR WALK PRESERVE PROJECT CONSISTING OF 299,600 SQUARE FEET OF NON-RESIDENTIAL FLOOR SPACE INCLUDING; OFFICE, RETAIL AND HOTEL TOGETHER WITH A COMMUNITY TRAILHEAD ON APPROXIMATELY 53-ACRE PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF US-1 & WRIGHT BOULEVARD; PROVIDING FOR APPROVAL OF A MASTER/FINAL SITE PLAN; PROVIDING CONDITIONS FOR COMPLIANCE WITH APPLICABLE DESIGN STANDARDS; DECLARING THE PROPOSED CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

* * * * *

WHEREAS, an application for CPUD zoning has been properly filed by Harbour Walk Preserve. LLC, a Florida limited liability company, herein referred to as "Applicant," or "Owner," as variously used herein; and

WHEREAS, the Owner, the fee simple title holder of Parcel 1 and lessee of a leasehold interest of Parcel 2 of the property, legally described as set forth in "Exhibit A-1", has requested

the approval of the City Commission to construct 299,600 square feet of non-residential floor space including; office, retail and hotel together with a community trailhead on the property; and

WHEREAS, the Owner has committed to the City that its development will comply with all Development Documents, plans, standards and conditions approved by the City; and that it will bind its successors in title to any such commitments made upon approval of the CPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a duly scheduled City Commission meeting to consider the application of the Owner for the Property to approve the "Harbour Walk Preserve CPUD" as a Commercial Planned Unit Development; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the Harbour Walk Preserve CPUD is consistent with the Stuart Comprehensive Plan and the 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 laws.

SECTION 2: A legal description of the Property is set forth in "Exhibit A-1" attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as "Exhibit A-2" and made a part hereof by reference.

SECTION 3: The Owner's written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement," as provided in Section 163.3221, Florida Statutes.

SECTION 4. The OWNER hereby warrants that it has, as a result of fee simple Ownership of Parcel 1 and a leasehold interest of Parcel 2, unified Ownership and/or control of all real property included in this PUD. Documents certifying title to Parcel A are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

SECTION 5. The following documents, on file as public records of the City at the office of the City Development Department in City Hall, hereinafter the "Development Documents", shall be deemed a part of the development regulations applicable to the Property:

- 5.1 The development shall be subject to the development documents prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk" – CPUD Master Development Plan consisting of documents referenced as sheets 1-3, dated January 10, 2007, Job Number 06-017.00, on file with the City Development Department. A reduced copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the master development and final site plan shall authorize the OWNER to submit final development plans and subdivision plats in accordance with the terms and conditions of the approved master development and final site plan. Approval of the master development and final site plan by the CITY shall not constitute approval to build or construct any improvements, and is not the final approval necessary for construction of the development.
- 5.2 The development shall be subject to the Landscape Plan prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk Preserve – Landscape Plans" consisting of documents referenced as sheets 1-9, dated October 4, 2006, Job Number 06-017.00 as revised January 10, 2007, on file with the City Development Department.
- 5.3 The development shall be subject to the Architectural Building Elevations prepared by Peacock & Lewis, AIA, 3727 SE Ocean Boulevard, Suite 101, Sewall's Point, Florida

34996, entitled "Harbour Walk Preserve" consisting of documents referenced as sheets A1.1 to A10.2, dated as revised, on file with the City Development Department.

5.4 The development shall be subject to engineering documents prepared by Creech Engineers, Inc., 2000 NE Jensen Beach Boulevard, Jensen Beach, Florida 34957, entitled "Conceptual Plans of Harbour Walk Preserve", consisting of documents referenced as sheets C1 to C6, dated November 8, 2006, on file with the City Development Department.

5.5 The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made part hereof.

5.6 The conditions and requirements agreed to by the CITY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.

5.7 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

5.8 The development shall be subject to the Preserve Area Protection Maintenance and Monitoring Plan (PAMP) prepared by EW Consultants, dated November 2006, attached hereto as **Exhibit G** and by reference made a part hereof.

5.9 Unless otherwise agreed to by the City Commission via a minor PUD amendment, the off-site traffic improvements, attached hereto as **Exhibit H** and by reference made a part hereof, shall be completed prior to the issuance of a Certificate of Occupancy for the last building. In the event approval is not granted by FDOT or Martin County for a particular component of the package, the applicant shall make a cash contribution to the City in the amount indicated in **Exhibit H** for that particular improvement or component.

SECTION 6. The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master development and final site plan, final development plans, and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

SECTION 7. The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Harbour Walk Preserve (hereinafter the "COVENANTS AND RESTRICTIONS"), which shall be submitted as part of the application for plat approval.

- 7.1 As part of said Covenants and Restrictions, the ASSOCIATION will be established for the maintenance, operation and management of the common areas as defined therein. The common areas in the PUD shall be designated as such and shown on the approved master development and final site plan, final development plans and subdivision plats. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the plat.
- 7.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument, which does not contain the Covenants and Restrictions or incorporate them by reference thereto.
- 7.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 7.4 In the event that the CITY determines that the ASSOCIATION (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the CITY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each Owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the CITY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the CITY, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each Owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the CITY may determine that it is advisable for the CITY to enter upon such common areas, take nonexclusive possession of them and maintain them, according to CITY standards, for one (1) year. Such entry, possession

and maintenance shall not be deemed a trespass when done in accordance with the above procedures. In no event shall any such entry, possession and maintenance be construed to give the public or the CITY any right to use the common areas.

7.5 The CITY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the CITY shall be assessed ratably against the real properties within the PUD, the Owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefore.

SECTION 8. Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Owner 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 building permits, certificates of occupancy or other development approvals or orders shall be issued by the City 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 Owner to seek administrative or judicial redress.

SECTION 9. In addition to any other action for failure to complete development or to 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 Owner may appear, and may contest the allegation of breach or explain the reason or reasons for the breach.

In the event a breach is found to have occurred, the City Commission may initiate the process to amend or repeal this PUD ordinance. In the event a breach is found to have occurred, the City Commission may also direct that the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

Any breach of any provision or condition of this PUD ordinance by the Owner shall be considered a zoning violation subject to any remedies provided therefore in this PUD ordinance, as well as any other remedies provided by law.

In the event a material breach of this ordinance, and acceptance and agreement, by the Owner is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval has been breached, the City Commission may impose a penalty of up to \$1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 10. In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved PUD Agreement, master development plan, final development plans, and subdivision plats.

SECTION 11. There shall at all times be a strict adherence to the provisions of this Agreement and the approved development orders. Any change or amendment to the Agreement and/or the approved master development plan, final development plans, and subdivision plats

shall only be made in accordance with Section 6.08.00.I., Change or Modification, Stuart Land Development Code.

SECTION 12. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

SECTION 13. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail.

For purposes of notice, the addressees are as follows:

TO: Harbour Walk Preserve, LLC
Attention: Michelle Sides, Esq.
EH Building Group
4227 Northlake Boulevard
Palm Beach Gardens, FL 33410

with a copy to:

John T. Carmody, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

TO: City Manager
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

with required copy to:

City Attorney
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

SECTION 14. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

SECTION 15. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 16. 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 contractual provision between the City and the Owner of the site, this

ordinance shall prevail.

SECTION 17. 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 18. This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution by the Owner.

SECTION 19. Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on first reading this 18th day of December 2006.

ADOPTED this 22nd day of January 2007.

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

MARY L. HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
MICHAEL MORTELL, COMMISSIONER
JAMES A. CHRISTIE, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER

YES	NO	ABSENT
x		
x		
x		
x		
x		

Adopted: January 22, 2007

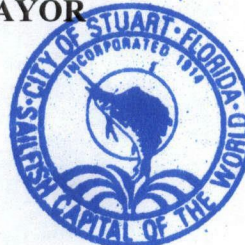
ATTEST:

Mary Nash
~~CHERYL WHITE~~ *MARY NASH*
Deputy CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

Paul J. Nicoletti
PAUL J. NICOLETTI
CITY ATTORNEY

Mary L. Hutchinson
MARY L. HUTCHINSON
MAYOR



Cheryl A. White
City Clerk

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ORDINANCE 2095-07, AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

B. Parker
Print Name: BEUNDA PARKER

Mary Nash
Print Name: MARY NASH

Harbour Walk Preserve, LLC.,
a Florida Limited Liability Corporation

By: *[Signature]*
It's Member-Manager

Adopted: January 22, 2007

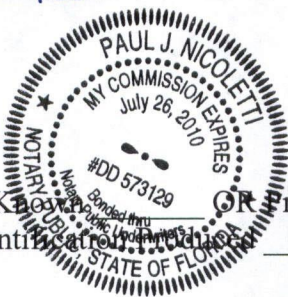
OWNER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement No. 2095-07, was acknowledged before me this 13 day of April, 2007, by HARRY C. STODDARD, III, the CH. OFC. OFFICIAL of Harbor Walk Preserve, LLC, a Florida Limited Liability Company.

Notary Seal

Personally Known

Type of Identification



OR

Produced Identification

FLORIDA LICENSE
5336-363-59-105-0

Paul J. Nicoletti
Notary Public, State of Florida

My Commission Expires:

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 13 day of April, 2007, by Mary L. Hutchinson, and MARY L. NASH, the Mayor and City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

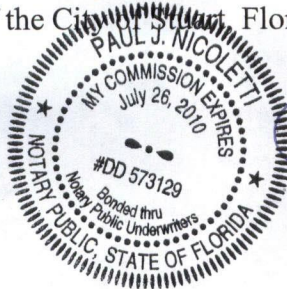
Notary Seal

Personally Known

X

OR Produced Identification

Type of Identification Produced



Paul J. Nicoletti
Notary Public, State of Florida

My Commission Expires:

EXHIBIT A - 1

HARBOUR WALK PRESERVE - LEGAL DESCRIPTIONS

PARCEL 1 – Harbour Walk Preserve, LLC Acreage

PARCEL A:

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE SOUTH 755 FEET OF NORTH ONE-HALF OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF STATE ROAD NO. 5. (U.S. HIGHWAY 1)

AND

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; LESS AND EXCEPTING THE RIGHT-OF-WAY FOR STATE ROAD 707.(A1A)

AND

THAT PART OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT OF WAY OF STATE ROAD 707.(A1A)

AND

THE NORTH 500 FEET OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF U.S. HIGHWAY NO. 1 RIGHT OF WAY.

AND

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, THENCE RUN SOUTH 1255 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHWEST CORNER OF NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN SOUTH 88°55' EAST, A DISTANCE OF 1246.4 FEET TO A CONCRETE MONUMENT SET

ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39°54' EAST, A DISTANCE OF 157.7 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 0°09' WEST, A DISTANCE OF 1129.8 FEET TO A STAKE SET ON THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE RUN NORTH 88°55' WEST, A DISTANCE OF 1342.6 FEET TO THE POINT OF BEGINNING, BEING THE NORTH 1/2 OF GOVERNMENT LOT 2, LESS RAILWAY AND HIGHWAY RIGHT-OF-WAY.

AND

ALSO THAT PORTION OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT, MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE AFORESAID GOVERNMENT LOT 2 AND BEING 1255 FEET SOUTH (TRUE) OF THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 2, RUN SOUTH 88°55' EAST 1246.4 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY OF SAID STATE ROAD 707(A1A); THENCE RUN SOUTH 39°54' WEST ALONG THE RIGHT-OF-WAY OF SAID STATE ROAD 707, A DISTANCE OF 191.9 FEET TO A CONCRETE MONUMENT. THENCE RUN NORTH 87°05' WEST, A DISTANCE OF 1122.2 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING ON THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2; THENCE RUN NORTH (TRUE) ALONG THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2, A DISTANCE OF 118 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING;

THE RIGHT-OF-WAY OF WRIGHT BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 130, PAGE 274, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AND THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1.

AND LESS AND EXCEPTING THE FOLLOWING;

START AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 88°50'34" WEST, ALONG THE NORTH LINE OF SECTION 32, A DISTANCE OF 1341.41 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 32; THENCE RUN SOUTH 00°06'06" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 846.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN SOUTH 00°06'06" WEST, A DISTANCE OF 280.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39°07'36" EAST ALONG RIGHT OF WAY LINE, A DISTANCE OF 355.12 FEET; THENCE RUN NORTH 88°50'34" WEST, A DISTANCE OF 223.64 FEET TO THE POINT OF BEGINNING;

AND LESS AND EXCEPTING THE FOLLOWING;

THAT TRIANGULAR PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2 OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING BETWEEN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT COUNTY ROAD CROSSING THE F.E.C. RAILROAD AND KNOWN AS ALICE AVENUE.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT CERTAIN PARCEL OF LAND DESCRIBED AS ALL OF GOVERNMENT LOT 2 LYING SOUTHERLY OF A LINE THAT IS 400 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND EASTERLY OF A LINE WHICH IS PERPENDICULAR TO WRIGHT BOULEVARD AND 400 FEET WEST OF THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND STATE ROAD 707, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH $87^{\circ}23'30''$ WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH $2^{\circ}36'30''$ EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $2^{\circ}36'30''$ EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH $87^{\circ}23'30''$ EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH $2^{\circ}36'30''$ WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH $87^{\circ}23'30''$ WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH $87^{\circ}23'30''$ WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $87^{\circ}23'30''$ WEST, A DISTANCE OF 50 FEET; THENCE NORTH $2^{\circ}36'30''$ EAST, A DISTANCE OF 600 FEET; THENCE SOUTH $87^{\circ}23'30''$ EAST, A DISTANCE OF 50 FEET; THENCE SOUTH $2^{\circ}36'30''$ WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTHWESTERLY OF STATE ROAD 707.

PARCEL 2 – City's Flag Lot

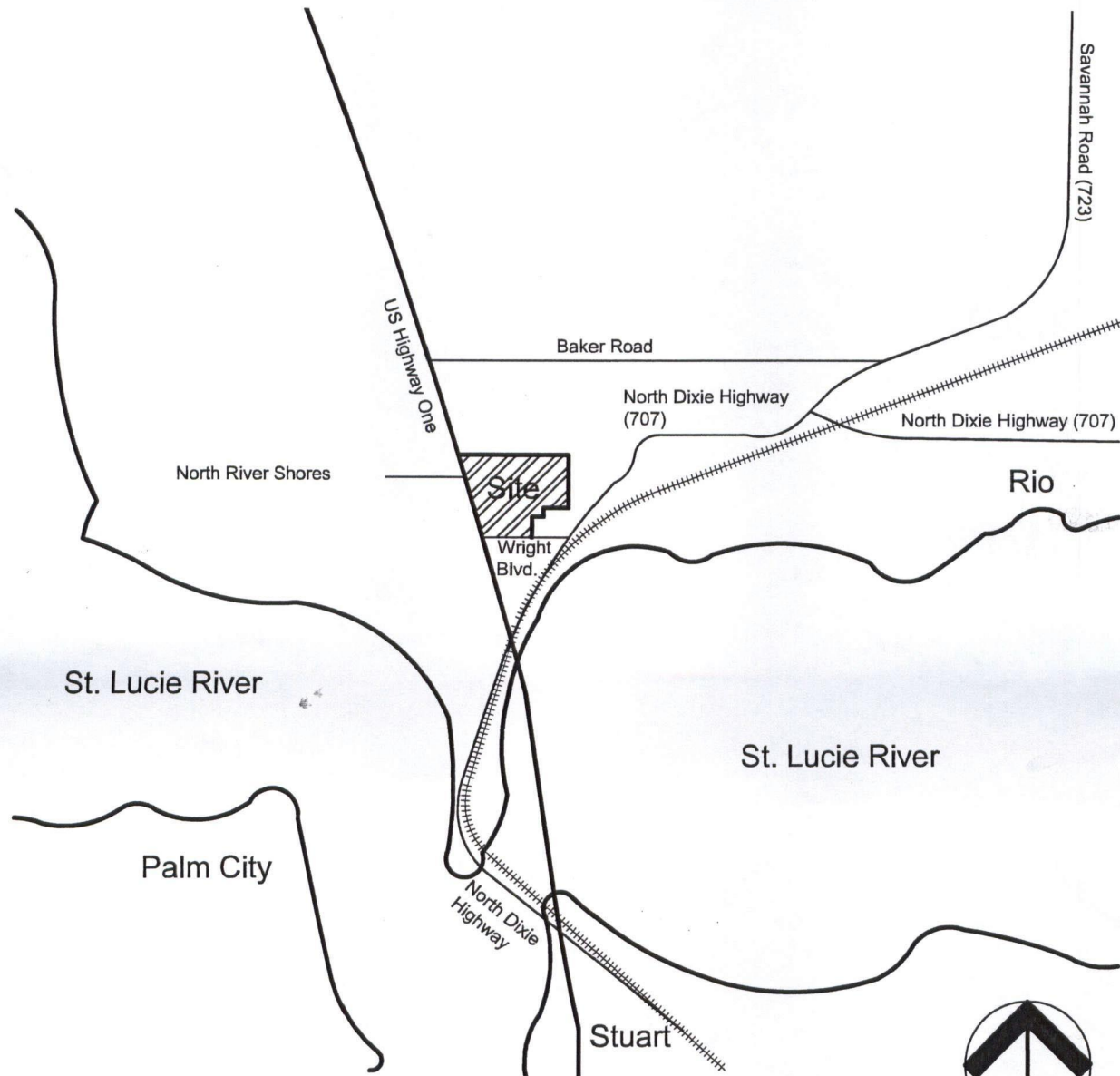
FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°23'30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2°36'30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87°23'30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2°36'30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2°36'30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°36'30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87°23'30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2°36'30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87°23'30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT A - 2

HARBOUR WALK PRESERVE - LOCATION MAP



**urban
design
studio**

Urban Planning & Design
Landscape Architecture
Communication Graphics

The Lofts at City Place
477 S. Rosemary Ave., Suite 225
West Palm Beach, FL 33401
561.366.1100
Fax 561.366.1111
www.UDSonline.com

Harbour Walk
Stuart, Florida
Location Map

EXHIBIT B

HARBOUR WALK PRESERVE - OWNERSHIP CERTIFICATE

I, David Norris, a member of The Florida Bar, hereby certify that the record title to the property described in Parcel 1 of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart, is in the Ownership of Harbour Walk Preserve, LLC.

I also certify that Harbour Walk Preserve, LLC, has a leasehold interest in the property described in Parcel 2 of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart.

Dated this 26th day of APRIL, 2007.

By: _____

David Norris, Esq.

Florida Bar No.: 356654

Cohen, Norris, Scherer, Weinberger and
Wolmer

712 U.S. Hwy. One

North Palm, FL 33408

(561) 844-3600

EXHIBIT C

HARBOUR WALK PRESERVE - UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Parcel 1 and the LESSEE of the property described in Parcel 2, of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart, does hereby covenant and agree that the property described in **Exhibit A-1** shall be held under single Ownership and control, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of Ordinance Number 2095-07.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within Ordinance Number 2095-07, then each phase or portion of phase may be conveyed separately upon final development plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property Owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the City Commission may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the City Commission.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the OWNER has executed these presents on the date indicated below.

WITNESSES:

B. J. Parker
Print Name: BEJINDA PARKER

Mary Nash
Print Name: MARY NASH

OWNER

HARBOUR WALK PRESERVE, LLC, a
Florida limited liability company

By: [Signature]

Date: 4-13-07

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY C. STODDARD, III, CH. OF. OFFICER of Harbour Walk Preserve, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th
day of APRIL, 2007.

(NOTARIAL STAMP)



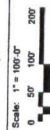
[Signature]
Notary Public

My commission expires:

EXHIBIT D

HARBOUR WALK PRESERVE –
PUD MASTER DEVELOPMENT AND FINAL SITE PLAN

PUD master development and final site plan as approved by the City Commission
to be attached as **Exhibit D**.



urban
design
studio

Urban Planning & Design
Landscape Architecture
Communication Graphics

The Life at City Place
591 West Palm Beach, FL 33401
561.966.1100
info@urban-design-studio.com
www.UDSOnline.com

Copyright © 2010 Urban Design Studio, Inc. All rights reserved.
This drawing is the property of Urban Design Studio, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Urban Design Studio, Inc.

Harbour Walk

Stuart, Florida

CPUD Master Development Site Plan

Scale: 1" = 60' 0"

0 30' 60' 120'

Sheet 2 of 3

EXHIBIT E

HARBOUR WALK PRESERVE - TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development.
- B. Application for a development permit shall be submitted prior to December 31, 2007 and all applications for building permits shall be submitted prior to December 31, 2010.
- C. Plat approval for the Harbour Walk Preserve PUD must be obtained and be recorded prior to the issuance of a certificate of occupancy for the first building.

EXHIBIT F

HARBOUR WALK PRESERVE - SPECIAL CONDITIONS

A. Approved Plans and Documents

1. The development shall be subject to the development documents prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk" – CPUD Master Development Plan consisting of documents referenced as sheets 1-3, dated January 10, 2007, Job Number 06-017.00, on file with the City Development Department.
2. The development shall be subject to the Landscape Plan prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk Preserve – Landscape Plans" consisting of documents referenced as sheets 1-9, Job Number 06-017.00 as revised January 10, 2007, on file with the City Development Department.
3. The development shall be subject to the Architectural Building Elevations prepared by Peacock & Lewis, AIA, 3727 SE Ocean Boulevard, Suite 101, Sewall's Point, Florida 34996, entitled "Harbour Walk Preserve" consisting of documents referenced as sheets A1.1 to A10.2, dated as revised, on file with the City Development Department.
4. The development shall be subject to engineering documents prepared by Creech Engineers, Inc., 2000 NE Jensen Beach Boulevard, Jensen Beach, Florida 34957, entitled "Conceptual Plans of Harbour Walk Preserve", consisting of documents referenced as sheets C1 to C6, dated November 8, 2006 and as revised, on file with the City Development Department.
5. The development shall be subject to the Preserve Area Protection Maintenance and Monitoring Plan (PAMP) prepared by EW Consultants, dated November 2006, and attached as Exhibit G.

B. Environmental and Landscaping

6. If applicable, the applicant shall submit a monetary contribution to the City Development Department for mitigation of the removal of protected trees in accordance with the Natural Resource Protection Standards of the City's Land Development Regulations, Section 5.05.03, prior to the issuance of a development permit. The total monetary contribution may be adjusted based on a revised tree mitigation plan submitted by the Owner subject to the review and approval of the Development Department prior to the issuance of a development permit.

7. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
8. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The Owner shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
9. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy for the first building.
10. "Hat racking" of trees is prohibited on the property.
11. Notwithstanding any permits granted by federal, state or other agencies, the applicant shall not be permitted to destroy gopher tortises on the subject property, but shall ensure their relocation in accordance with Florida Fish and Wildlife Conservation Commission guidelines.
12. An upland buffer/tree protective barrier plan shall be reviewed, approved and inspected by the applicant's environmental consultant and by a City staff person or consultant prior to construction activity to ensure that all preserve areas are not disturbed.
- 12.A. Any excess wetland mitigation credits for the subject property, as defined by the South Florida Water Management District (SFWMD), may be utilized by the Applicant. However, any such use of the subject property for wetland mitigation purposes, other than by the Applicant to satisfy the City requirements, shall require 30 days written notice to the City, prior to approval by the Applicant.

C. Prior to Issuance of Development Permit and/or Certificate of Occupancy

13. Development is subject to a long-term lease with the City for the 'Flag' lot, under terms acceptable to the parties. The lease shall be signed and in place prior to the issuance of final site plan approval.
14. Applicant shall provide a digital boundary survey and site plan prior to the issuance of a development permit.
15. A subdivision plat shall be approved by the City Commission and shall be recorded in the public records of Martin County prior to the issuance of a Certificate of Occupancy for the first building.
16. Final development site plan and construction drawings shall be reviewed and approved by all applicable City departments.

*** V CLERK'S NOTE: Also satisfy SFWMD and US Army Corp of Engineers requirements.**

17. All required regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
18. In a form acceptable to the City Attorney, and prior to the issuance of a Certificate of Occupancy for the last building, or no later than December 31, 2008, whichever is the sooner the applicant shall provide to the City a non-exclusive, perpetual, conservation easement, the location of which will be field verified, to the site's approximately 28 acres of wetland preserve area which borders Haney Creek property to the north. The City shall indemnify the Owner from any and all injuries or damages in any way caused to persons using this easement. Further the applicant shall donate \$200,000 to the City for environmental improvements and the installation of a boardwalk and/or mulched path within the Haney Creek area as deemed appropriate by the City prior to issuance of a Certificate of Occupancy for the last building or no later than December 31, 2008, whichever is the sooner.
19. Prior to the issuance of a Certificate of Occupancy for the last building, or no later than December 31, 2008, whichever is the sooner, the applicant shall donate \$150,000 to the City for the provision of facilities at the Haney Creek Preserve project.
20. Unless otherwise agreed to by the City Commission via a Minor PUD Amendment, all off-site traffic improvements agreed to by the applicant, as listed in Exhibit H shall be completed prior to the issuance of a Certificate of Occupancy for the last building. In the event approval is not given by FDOT or Martin County for a particular component of the package, the applicant shall make a cash contribution to the City in the amount indicated in Exhibit H.
21. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - Site Plan construction approval;
 - The issuance of building permits to commence construction; and
 - Pays all applicable impact and permit fees.

D. Development and Construction

22. All mechanical equipment associated with the development shall be roof top or adequately screened with decorative screening or landscaped with hedge material.
23. 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.

24. The overhead utility line adjacent to the developed areas of the site along Wright Boulevard and US Highway One shall be buried, as approved by the Florida Power and Light Company, prior to the issuance of a Certificate of Occupancy for the last building. All utilities internal to the development shall be buried underground.
25. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted during final site plan review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
26. All pole lighting, bollards, fencing and similar structures shall be of a decorative character. Poles for lighting in the parking areas shall not exceed 25 ft. in height and shall not exceed 15 ft in height in pedestrian areas. All lighting shall have a consistent theme throughout the development.
27. All exterior building finishes shall be constructed with cementitious material and no structural framing, except for roof trusses shall be constructed of wood building materials.
28. Construction activities shall not begin prior to 7:00 A.M. on weekdays and 8:00 A.M. on weekends and legal holidays. Work shall cease by 7:00 P.M.
29. All utility improvements constructed by the Owner within the City's right-of-way including all lift stations shall be conveyed to the City in a manner and form acceptable to the City Attorney and the City Public Works Director. The Owner shall convey an easement for any utilities required for the development of the site that are not located within the public right-of-way.
30. All building materials and colors shall comply with Section 3.01.04 of the Architectural Standards in the City Land Development Regulation.
31. 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.
32. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a development permit.
33. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the last building.

E. Development Timetable

34. The timetable for development shall be as described in Exhibit E as attached hereto and by reference made a part hereof.
35. In the event construction of the site and buildings are abandoned (a period of six months or longer) the City may rezone the property to another appropriate sub-district or use.

F. Signage

36. Three (3) monument signs and three (3) project identification signs shall be permitted in the locations depicted on the PUD master and final site plan. Said signs shall comply with the detail provided on Sheet 3 of the PUD master and final site plan. Each ground floor tenant may have two wall and/or projecting signs, one on the street side and the parking area side of the building. Said signs shall not exceed one square foot of signage per linear foot of store frontage not to exceed 100 square feet. A maximum of two wall signs, on both the street and parking area sides of the building, shall be permitted on the second floor of Buildings B, C, D, and E. Said signs shall not exceed 120 square feet per building side. A sign plan, to include details on all project identification, monument, wall, projecting and directional signs shall be approved by the Development Department prior to the issuance of the development permit. In no instance shall message boards or any sign which includes scrolling, flashing or blinking letters or symbols be permitted. Internally lit signs shall not be permitted, however, reverse channel metal letters with concealed neon lighting shall be permitted.

G. Prohibited

37. No temporary or modular buildings are permitted on the property. However, a temporary construction trailer, which requires a separate City permit, shall be allowed on-site and said trailer shall be certified by the Department of Community Affairs.
38. Billboards are prohibited on the property. All existing billboard(s) present on the site shall be removed prior to the issuance of a Certificate of Occupancy for the first building.
39. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.
40. Outdoor display/storage of merchandise shall be permitted on the north side of Building F. Such merchandise shall be maintained in an orderly fashion, and occupy a maximum of 100 square feet. A clear pedestrian walkway a minimum of 6 feet in width shall be maintained at all times on the north side of Building F.

41. Outdoor dining areas are permitted, provided the overall approved number of seats is not exceeded. Such dining areas shall be maintained in an orderly fashion. A clear pedestrian walkway a minimum of 6 feet in width shall be provided at all times.
42. Outdoor entertainment is permitted within the pedestrian areas of the development in accordance with the times and limits set forth in City's Noise Ordinance.
43. Seasonal sales are permitted for a time period not to exceed thirty (30) continuous days, up to four times per year. A separate City permit is required for such sales. Such sales shall be located in the parking area and shall not exceed 8,000 square feet in area.
44. The City of Stuart shall apply as co-applicants on all necessary regulatory permits that include the City owned Flag Lot.

EXHIBIT G

HARBOUR WALK PRESERVE – PRESERVE AREA MAINTENANCE PLAN

See attached Preserve Area Maintenance Plan



CONSULTANTS, INC.

PRESERVE AREA MAINTENANCE PLAN

Prepared For:

Harbour Walk Preserve

Prepared By:

EW Consultants, Inc.

2081 SE Ocean Boulevard, Suite 2B

Stuart, Florida 34996

© November 2006

Page 33 of 43

INTRODUCTION

This Preserve Area Maintenance Plan (PAMP) for Harbour Walk Preserve has been developed in accordance with the provisions set forth in Chapter V, Resource Protection Standards, of the City of Stuart's Land Development Regulations. Such plans are required for all new developments that occupy more than one acre within the City of Stuart. Below is the site description and summary of proposed on-site preservation for the subject parcel.

This report is based on an Environmental Assessment prepared to inventory the vegetative communities present, as well as an analysis of the presence, potential impacts, and management implications for wildlife on the site with special emphasis on any listed plant or animal species. The Environmental Assessment (provided under separate cover) was prepared based on field reconnaissance on the subject property performed between October 2003 and September 2006. In preparing a September 2006 update to the environmental assessment, more than 20 man hours of additional field work was conducted in September 2006 in order to reflect the most current site conditions. As a result, there have been minor changes in vegetative cover mapping to reflect over three years of continued growth of nuisance and exotic vegetation.

SITE DESCRIPTION

The following Preserve Area Maintenance Plan was prepared for the Harbour Walk project. The subject parcel is 53 +/- acres in size and is located east of and adjacent to US 1, north of and adjacent to Wright Boulevard, and west of and adjacent to S.R. 707 in the City of Stuart, Florida within Section 32, Township 37S, Range 41E. A location map is provided in the Appendix (Figure 1). The site is currently undeveloped and dominated by natural features such as native upland and wetland communities. Previous impacts to the property include debris dumping, a paved driveway, and an excavated lake most likely dug in order to extract fill material in the past.

PRESERVE AREA AND UPLAND BUFFER EVALUATION

The total site area is 53.01 +/- acres, with 20.25 +/- acres as uplands and 32.64 +/- acres as wetlands. The on-site upland areas contain 20.25 +/- acres of upland vegetation, 25% of the native uplands must be preserved. For this site, 5.06 +/- acres must be preserved to meet this requirement. The proposed site plan includes 6.33 +/- acres of upland preserve, which is approximately 31% of the total upland habitat on site. The upland preserve consists of an enhanced native upland buffer between the preserved wetland and development footprint. By virtue of its hydrologic connection to the St. Lucie River, the on-site wetland slated for preservation is considered an Outstanding Resource Wetland. As such, this wetland area is afforded a minimum average 84 foot upland buffer which is at

no point less than 50 feet. The proposed site plan also includes impacts to approximately 4.4 +/- acres of existing wetlands. There are 28.24 +/- acres of wetlands preserved as part of the proposed site plan. It is anticipated that the 28.24 acres of preserved wetlands will be restored and enhanced as part of the wetland mitigation proposal.

As part of this Preserve Area Maintenance Plan, re-vegetation of those portions of the upland buffer that are not comprised of native vegetation must be conducted in accordance with Section 5.03.02.C.3. of the City of Stuart Land Development Regulations.

All preserve areas (wetland, buffers and upland preserves) will be subject to the following performance standards:

Eradication of Nuisance and Exotic Vegetation -

All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the on-site preserve areas. The exotic vegetation that occurs within the on-site preservation areas consists primarily of: Brazilian pepper, strawberry guava, old world climbing fern, and grapevine.

Vegetative thinning of overgrown native vegetation along with eradication of nuisance and exotic species will occur in preserve areas where deemed necessary to ensure healthy recruitment of native species and appropriate vegetative cover proportions. Vegetative maintenance will enhance associated habitats and potential wildlife utilization.

- All eradication will be through hand clearing and removal of the material off-site.
- The criterion for acceptance of eradication for all exotic vegetation will be 100 percent eradication. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- Cutting of the trunk and treatment of the stump with an appropriately labeled herbicide will eradicate all Brazilian pepper, melaleuca and other woody exotics.
- The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide. All debris removed will be handled in accordance with the disposal specifications.
- The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.

The exotic vegetation eradication in the on-site wetland and upland buffer will generate vegetative debris that requires disposal. There will be a staging and storage area provided outside the limits of the on-site preserve areas.

- Transport of vegetative debris from the wetland and upland buffer area to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris.
- No exotic or nuisance vegetative material will be left in the wetland and upland buffer area.

Herbicides are required for the treatment of all stumps of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture licensed applicator, licensed for application of aquatic herbicides.
- All herbicides applied within the wetland area must be properly labeled for application in wetlands.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

Replanting/Planting with Native Vegetation -

The upland buffer restoration areas will be replanted with native vegetation as needed after the exotic removal activities are complete. The wetland and upland fringe enhancement will be planted with supplemental ground cover vegetation to fill in areas devoid of vegetation in order to meet the appropriate native cover criterion after two years due to nuisance and exotic vegetation removal as well as other impacts. Plants from the following list will be installed as necessary to meet this criterion.

PLANTING SCHEDULE

Upland Buffer

PLANT	DENSITY	SIZE
Oaks (<i>Quercus spp.</i>)	60' o.c.	4 feet min.
Slash Pine (<i>Pinus elliottii</i>)	25' o.c.	4 feet min.
Dahoon holly (<i>Ilex cassine</i>)	25' o.c.	4 feet min.
Cabbage palm (<i>Sabal palmetto</i>)	25' o.c.	8' clear trunk
Muhly grass (<i>Muhlenbergia capillaries</i>)	3' o.c.	Bare root
Sand Cordgrass (<i>Spartina bakeri</i>)	3' o.c.	Liner

The vegetative success criteria for the upland preserve areas include the requirement of areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to five percent or less. After five years, the wetland and upland fringe areas will meet the vegetative success criteria of appropriate habitat type vegetation coverage of desirable vegetation and areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to five percent or less.

PRESERVE AREA PROTECTION PLAN DURING CONSTRUCTION

The Preserve Areas will be barricaded using four-foot high silt fencing trenched in at least eight inches below natural grade. The location of the silt fencing will be shown on the construction drawings.

The erosion and turbidity control plan will be included as part of the construction drawings. The four-foot high silt fencing will be installed around the perimeter of the property as part of the SFWMD permit. This silt fencing will be installed around the Preserve Area as well which will effectively reduce erosion and turbidity within the Preserve Area.

All barricades and silt fencing on site will be inspected by appropriate staff on a monthly basis. The silt fences are to remain in good condition throughout construction.

The Preserve Area will be marked every 100 feet with appropriate signage along the perimeter. The Preserve Area signs shall read, "PRESERVE AREA – NO DUMPING, NO TRIMMING, NO MOWING." The signs will be of sufficient size and material to be easily seen. The signs will be constructed so that they remain in good condition.

ANNUAL MONITORING

Annual monitoring and report writing is to be conducted by a qualified environmental professional and submitted under his/her signature to the City of Stuart Community Development Department. Vegetative cover data will be collected to document the occurrence of native and non-native plants. This data shall be documented in a summary monitoring sheet. Monitoring shall be done for a period of five years from the date of completion of the project or project phase encompassing the monitored area.

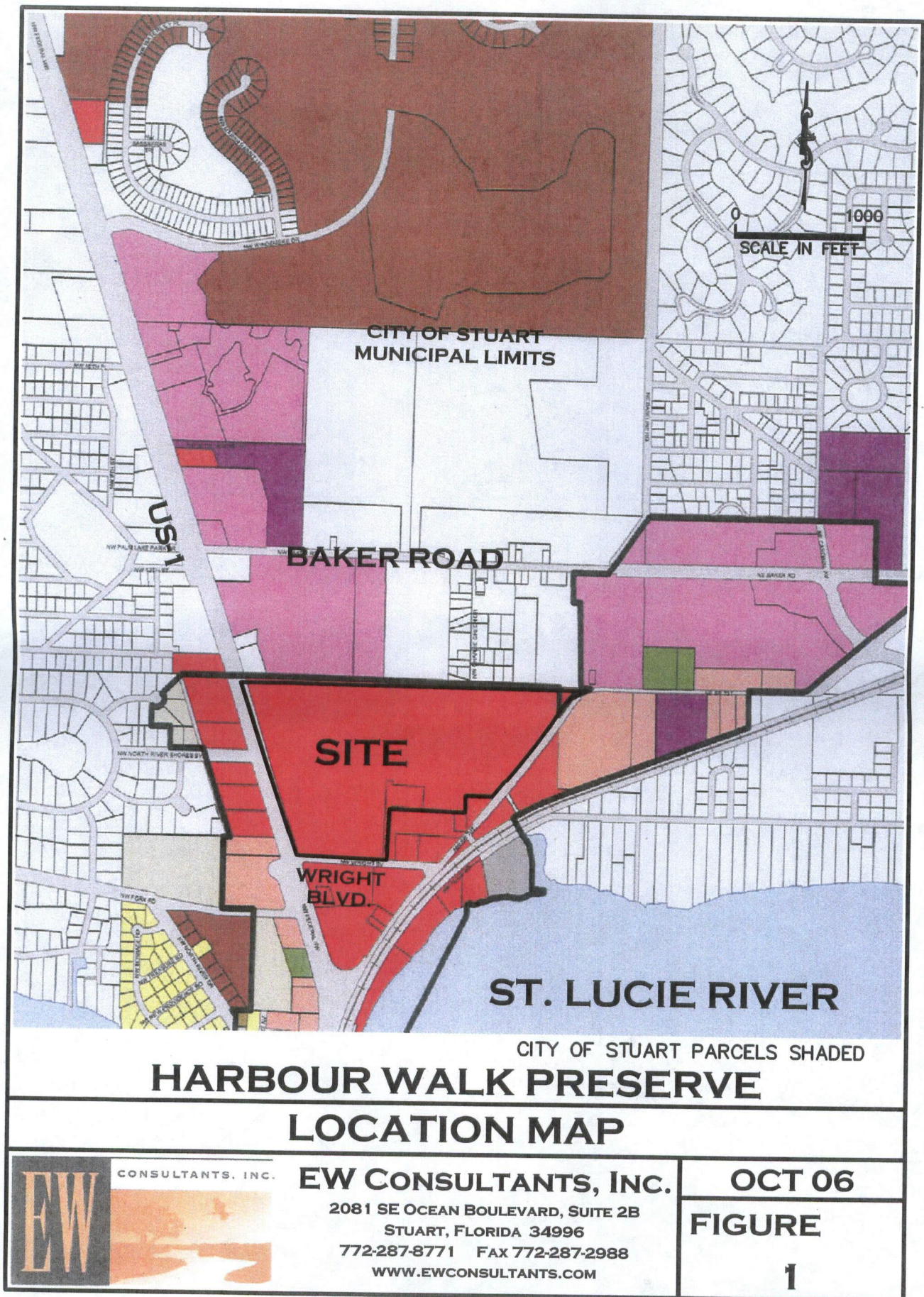
- a) Reports should document vegetation changes including encroachment and/or over growth of noxious and exotic vegetation.

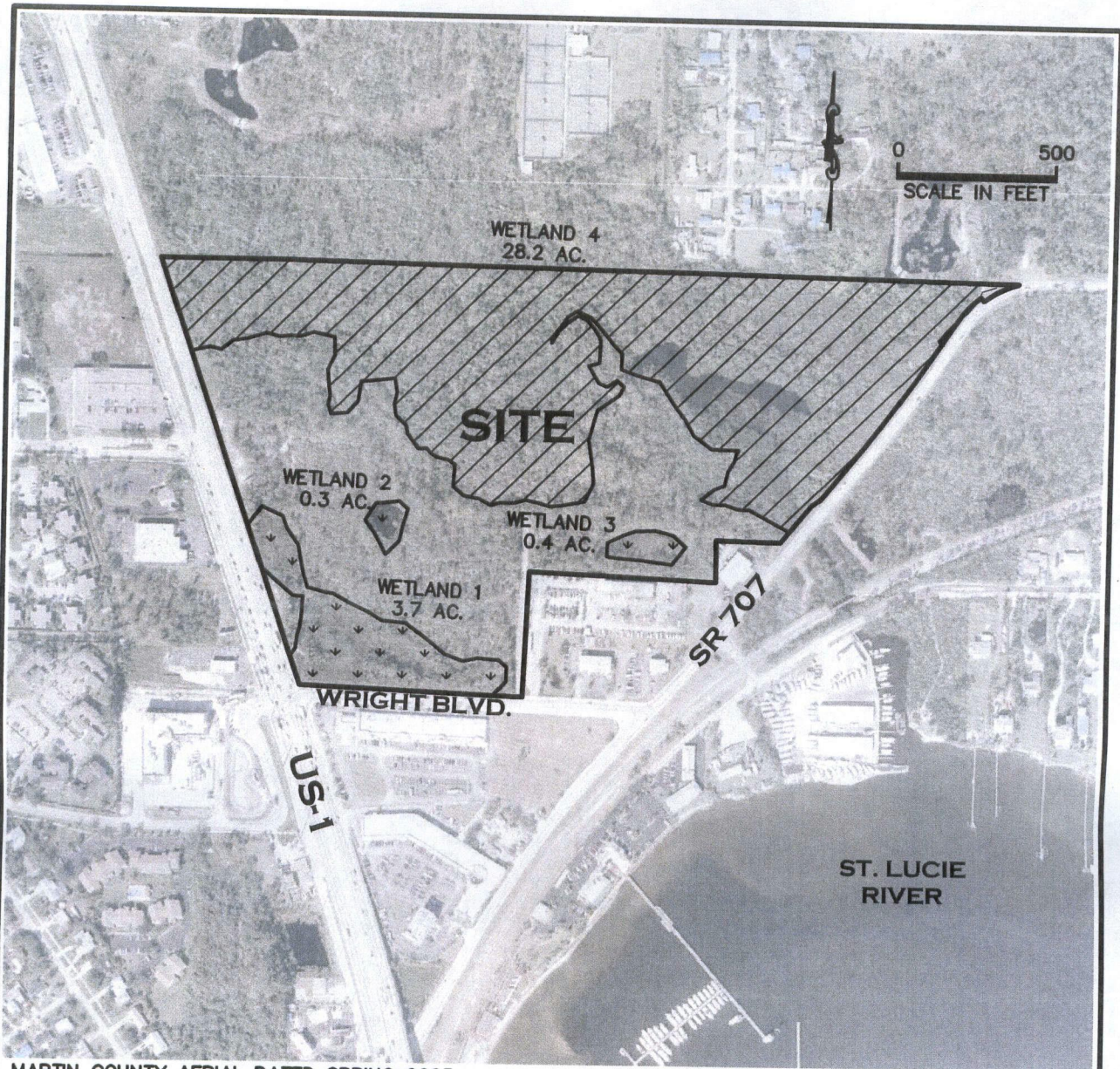
- b) Monitoring reports shall include the quantitative vegetation cover data from designated areas within the preserve area. Each monitoring station will cover approximately 2,500 square feet.
- c) The vegetation shall be measured in percent coverage of the canopy and understory layer and groundcover. Each species documented will be reported in common and Latin names.
- d) The coverage shall be measured by visual observation in each of four quadrants from the fixed monitoring point. Observations extend approximately 50 feet from the observer in each direction thus covering approximately 2,500 square feet at each station. The data from each quadrant observation is combined to calculate the vegetative coverage. Station locations are to be permanently marked to ensure consistency in data collection.
- e) At least one panoramic photo shall be collected from each of the established monitoring stations to provide documentation of vegetative coverage.
- f) The monitoring report shall include recommendations for maintenance, if necessary.
- g) Provision shall be made for continued eradication of nuisance and non-native vegetation that may occur in the Preserve Area and for long-term habitat management to maintain the type and quality of habitat originally intended for the project.
- h) Provision shall be made for financial assurance for not less than five years that monitoring and maintenance of the Preserve Area will be conducted per the Plan.
- i) The Preserve Area Maintenance Plan and provisions shall be included in the deeds and covenants, which run with the property.

A Preserve Area Maintenance Plan compliance analysis report shall be filed annually with the City for each of the first five years following completion of the project. The report shall detail compliance with the Plan, and shall include an update of the specific monitoring criteria as listed above and a description of the effort needed to comply with the Plan on an annual basis.

Prior to issuance of a certificate of occupancy for any portion of the development, the developer shall execute a contract with the City whereby the developer and successors in interest to the developer are bound to comply with the Plan. Said contract shall be recorded in the public records of Martin County, Florida and shall specifically provide for injunctive relief and specific performance and shall indicate any intended third party beneficiaries.

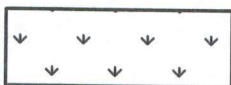
Violation of a Plan shall constitute a violation of this Code enforceable through Code Enforcement proceedings as well as other available legal and equitable remedies provided by law.





MARTIN COUNTY AERIAL DATED SPRING 2005

LEGEND



WETLAND (4.4 AC.)



OUTSTANDING RESOURCE WETLAND (28.2 AC.)

HARBOUR WALK PRESERVE WETLAND MAP

HARBOUR WALK.DWG WETLAND



EW CONSULTANTS, INC.

2081 SE OCEAN BOULEVARD, SUITE 2B

STUART, FLORIDA 34996

772-287-8771 FAX 772-287-2988

WWW.EWCONSULTANTS.COM

OCT 06

FIGURE

3

EXHIBIT H

HARBOUR WALK PRESERVE – OFF SITE TRAFFIC IMPROVEMENTS

ENGINEER'S OPINION OF CONSTRUCTION COSTS
Harbour Walk - Wright Boulevard - OffSite Improvements
Budget Costs based on Conceptual Plans
3-Aug-06

Does Not Include Improvements to US 1 at Development Entrance or Landscaping

ITEM	QTY.	UNIT PRICE	AMOUNT
1 Mast Arm Installation at US1 / River Shores Intersection			
1 Mast Arm Installation	1 LS	\$ 200,000.00	\$ 200,000.00
		Sub-Total	\$ 200,000.00
		20% Contingency	\$ 40,000.00
		Sub-Total	\$ 240,000.00
2 11.5' Right of Way Dedication for Westbound Wright Blvd Right Turn Lane on US 1			
3 Westbound Wright Blvd Right Turn Lane Onto US 1			
1 MOT and Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2 Asphalt	450 SY	\$ 60.00	\$ 27,000.00
3 6' x 4" Sidewalk	540 LF	\$ 32.00	\$ 17,280.00
4 Curb	540 LF	\$ 30.00	\$ 16,200.00
5 Signal Head Modification (minor)	1 LS	\$ 10,000.00	\$ 10,000.00
6 Drainage	40 LF	\$ 45.00	\$ 1,800.00
7 Inlets	2 LS	\$ 4,000.00	\$ 8,000.00
8 Re-stripe / signs	1 LS	\$ 5,000.00	\$ 5,000.00
		Sub-Total	\$ 90,280.00
		20% Contingency	\$ 18,056.00
		Sub-Total	\$ 108,336.00
4 Eight Foot Wide Landscape Median Installation on Wright Blvd (does not include landscaping)			
1 MOT and Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2 Remove Asphalt and replace with Topsoil	400 SY	\$ 30.00	\$ 12,000.00
3 Curb	750 LF	\$ 30.00	\$ 22,500.00
4 Re-stripe / signs	1 LS	\$ 2,500.00	\$ 2,500.00
		Sub-Total	\$ 42,000.00
		20% Contingency	\$ 8,400.00
		Sub-Total	\$ 50,400.00
5 Eastbound Wright Blvd Dual Left Turn Lanes onto S.R. 707			
1 MOT and Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2 Re-stripe / signs	1 LS	\$ 5,000.00	\$ 5,000.00
3 Asphalt (S.R. 707) Widening	300 SY	\$ 60.00	\$ 18,000.00
4 Curb (S.R. 707)	250 LF	\$ 30.00	\$ 7,500.00
5 Drainage (S.R. 707)	250 LF	\$ 45.00	\$ 11,250.00
6 Inlets (S.R. 707)	1 LS	\$ 4,000.00	\$ 4,000.00
		Sub-Total	\$ 50,750.00
		20% Contingency	\$ 10,150.00
		Sub-Total	\$ 60,900.00
6 Eastbound Wright Blvd Right Turn Lane Onto S.R. 707			
1 MOT and Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
2 Re-stripe / signs	1 LS	\$ 5,000.00	\$ 5,000.00
3 Asphalt	400 SY	\$ 60.00	\$ 24,000.00
4 6' x 4" Sidewalk	350 LF	\$ 32.00	\$ 11,200.00
5 Curb	350 LF	\$ 30.00	\$ 10,500.00
6 Inlets	2 LS	\$ 4,000.00	\$ 8,000.00
7 Drainage	20 LF	\$ 45.00	\$ 900.00
8 Relocate Light Poles	2 LS	\$ 2,500.00	\$ 5,000.00
9 Relocate Traffic Box	1 LS	\$ 2,500.00	\$ 2,500.00
10 Retaining Wall	200 LF	\$ 60.00	\$ 12,000.00
11 Driveway Re-configuration	1 LS	\$ 25,000.00	\$ 25,000.00
		Sub-Total	\$ 109,100.00
		20% Contingency	\$ 21,820.00
		Sub-Total	\$ 130,920.00

**ENGINEER'S OPINION OF CONSTRUCTION COSTS
Harbour Walk - Wright Boulevard - OffSite Improvements
Budget Costs based on Conceptual Plans**

3-Aug-06

Does Not Include Improvements to US 1 at Development Entrance or Landscaping

<u>ITEM</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
7 <u>Modifications to Wright Blvd / S.R. 707 Traffic Signal</u>			
1 MOT and Mobilization	1	LS \$ 5,000.00	\$ 5,000.00
2 Traffic Signal Modification	1	LS \$ 25,000.00	\$ 25,000.00
		Sub-Total	\$ 30,000.00
		20% Contingency	\$ 6,000.00
		Sub-Total	\$ 36,000.00
8 <u>Southbound S.R. 707 Right Turn Lane onto Wright Blvd</u>			
1 MOT and Mobilization	1	LS \$ 5,000.00	\$ 5,000.00
2 Asphalt	300	SY \$ 60.00	\$ 18,000.00
3 Curb	250	LF \$ 30.00	\$ 7,500.00
4 Drainage	250	LF \$ 45.00	\$ 11,250.00
5 Inlets	1	LS \$ 4,000.00	\$ 4,000.00
6 Re-stripe / signs	1	LS \$ 5,000.00	\$ 5,000.00
		Sub-Total	\$ 50,750.00
		20% Contingency	\$ 10,150.00
		Sub-Total	\$ 60,900.00
9 <u>Northbound S.R. 707 Right Turn Lane onto Alice Ave</u>			
1 MOT and Mobilization	1	LS \$ 5,000.00	\$ 5,000.00
2 Asphalt	300	SY \$ 60.00	\$ 18,000.00
3 Curb	250	LF \$ 30.00	\$ 7,500.00
4 Drainage	250	LF \$ 45.00	\$ 11,250.00
5 Inlets	1	LS \$ 4,000.00	\$ 4,000.00
6 Re-stripe / signs	1	LS \$ 5,000.00	\$ 5,000.00
		Sub-Total	\$ 50,750.00
		20% Contingency	\$ 10,150.00
		Sub-Total	\$ 60,900.00
TOTAL			\$ 748,356.00
Wright Boulevard / S.R 707 Improvements (Items 5,6,7,8,9)			\$ 349,620.00

CREECH
ENGINEERS INC.
CONSULTATION ENGINEERS

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE 772-288-5306
FAX (772) 288-5305
Email cwhite@ci.stuart.fl.us

May 8, 2007

Clerk of the Circuit Court
Recording Office
Att: Charlotte Burkey
P.O. Box 9016
Stuart, Fl. 34995

RE : CPUD Harbourwalk Ord 2095-07

Please record the above-mentioned original documents, and kindly return the original recorded document to the City of Stuart, City Clerk to the address above.

If you have any questions please feel free to give me a call.

Thank you,

Cherie White, *CMC*

Cherie White, CMC
City Clerk

Enc.



MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD December 12, 2019 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994**

LOCAL PLANNING AGENCY

**Chair – Michael Herbach
Vice Chair – Ryan Strom
Board Member – Li Roberts
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Cristina de la Vega
Ex Officio – Garrett Grabowski**

ADMINISTRATIVE

**Development Director – Kev Freeman
Board Secretary – Jordan Pinkston**

CALL TO ORDER

ROLL CALL

Present: Michael Herbach, Li Roberts, Campbell Rich, Christina de la Vega, Ryan Strom, Bill Mathers

Absent: Li Roberts, Larry Massing

APPROVAL OF MINUTES:

Motion: Action: Approve.

Moved by: Bill Mathers

Seconded by: Rich Campbell

Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS: None.

ACTION ITEMS: None.

ORDINANCES:

1. AMENDMENT TO EXISTING PUD TO URBAN DESIGNATION AND TO RE-ESTABLISH DEVELOPMENT TIMELINES ORDINANCE No. 2421-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDING ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY" URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY

PRESENTATION: Stephen Mayer, Senior Planner  5:34 PM

BOARD COMMENT:

Cristina de la Vega said that in 2007 there was a lot of opposition due to the site location's unique features.

Mike Mortell explained what originally occurred back in 2007 and what additional expenses run with the land. He said that the City has had multiple inquiries about the property, but they have been unable to lease it. He said that the board could recommend reverting the two acres back to the City. The city has been asked to donate the land to the affordable housing coalition, but there would have to be an approval. He confirmed the conservation land in the rest of the property.

Bill Mathers said that the FDOT would not give us another entrance to the site.

Mike Mortell said that the property is 100% commercial, the property surrounding it is conservation.

Cristina de la Vega asked if low income housing were to get it how many could be on 2 acres.

Mike Mortell said if they came back with a PUD they could do 60 apartments, but it would probably be more half that. He has seen a site plan for a hotel that fit.

Bill Mathers asked if the property was used for access.

Mike Mortell said that there are trails that lead out of the property, but as of right now nobody uses that as an access.

Ryan Strom said if they move approval it would give the City more flexibility.

Mike Mortell said that approving it would allow the most flexibility. It is in the MPO Plan where FDOT would pay to improve the intersection, but there has been no sense of urgency.

Bill Mathers said that the City would have to request an access.

Mike Mortell shared his insight of the status of the MPO and county's status on the property.

Cristina De La Vega asked what would be required of the city if they put a park entrance.

Mike Mortell explained what they could do and how much it would cost.

Bill Mathers confirmed that the city would have to get together with FDOT to put in the request years in advance. He said that the city has a right to ask for the interest of the improvements.

Rich Campbell asked what the gain and loss is by going from CPUD to UPUD.

Kev Freeman said that it is virtually the same thing. A UPUD allows you to look at the urban code, rather than using the baseline of the standard code.

Bill Mathers asked if a UPUD has enough flexibility to overcome some of the issues.

Mike Mortell said yes and that UPUD is urban and already takes into consideration the existing setbacks, density, uplands, preservations, etc.

Kev Freeman said that it is in the CRA.

PUBLIC COMMENT: None.

MOTION:

Action: Approve. The board recommends reversion to conservation if no development is completed by timeline extension (Jan 2023).

Moved by: Ryan Strom

Second by: Campbell Rich

Motion passed with Cristina De La Vega opposing.

2. AMENDMENT TO THE LAND DEVELOPMENT CODE UPUD DENSITY AND PARKING (QUASIJUDICIAL) (RC) ORDINANCE 2423-2020: AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 2.07.00.1 OF CHAPTER II ENTITLED "URBAN PLANNED UNIT DEVELOPMENT (UPUD) DISTRICTS" TO ADD A METHODOLOGY FOR RESIDENTIAL DENSITY CALCULATION AND ADD MINIMUM RESIDENTIAL CAR PARKING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND FOR OTHER PURPOSES.

PRESENTATION: Kev Freeman, Development Director  5:52 PM

BOARD COMMENT:

Cristina de la Vega asked why we should go by square footage.

Kev Freeman said that the use of cars will be the same. He gave examples of why this would be the best way to do it. He said what we are trying to do is reduce the cost per square foot unit and there is a value per square foot that is used to reflect sale price.

Ryan Strom asked about the example that was given for parking spaces.

Kev Freeman said that each project would be a PUD that would have to come forward and it would be up to the applicant to decide the amount of parking spaces.

Ryan Strom said he was concerned about the units being one bedroom but having two occupants which have two cars.

Kev Freeman said that he is doing more market research about housing versus parking. This will help support the demand that the community is seeing.

Campbell Rich confirmed that this is a proactive approach for housing.

Kev Freeman said that we see proposals that come in that want to provide single units, but are unable to do so because of parking or density requirements. This is a negotiated benefit through PUD process.

Cristina de la Vega asked what type of parking this would be.

Kev Freeman said that it depends on the site plan. He gave examples of other developments that have conformed to less parking and explained that more people are trying to live closer to their jobs. He said we have a lack of housing supply and we have to do better and allow building alternatives.

Bill Mathers said 900 square feet is large for a single unit. He gave examples of different types of single units that have a good track record. He said that bathrooms should be included in the square footage calculations. 35:54

Campbell Rich said that he is not bothered about not giving two spaces per unit.

Mathers asked for confirmation that the City would not be burdened by ...parking.

Herbach gave an example of condos and recommended FHA assisting..

Kev Freeman explained his research results on affordable housing. He said this allows developers to market in this lower range.

Herbach said that he was involved in And discussed the SHIP program.

Kev Freeman said that....

Cristina de la vega asked if we could give these benefits only to people who need it.

Kev Freeman said that most people are in the affordable housing range, which is normal market range. He said that the market at the moment is in the affordable housing limit so by being proactive we can get the supply market up.

Cristina de la vega said we should use these only as incentives.

Kev said that we can link it to the SHIP housing levels.

Cristina asked about past projects and how we calculated the rates.

Ryan Strom said that he liked flexibility for the developers.

Kev Freeman said that he spoke to developers about how to

Campbell Rich confirmed that this is strictly within the CRA.

Kev Freenman said Haney Creek would be a good example of where we might not want to apply this.

Mathers expressed issues with mass transit and said that it is a good idea to make sure busses can gain access to the areas.

Herbach said that he talked to the MPO about the busses around town...

Mathers asked how to expand the CRA.

Kev Freeman said it is doable but a long process.

Kev Freeman said that if...

Mathers asked ...

Kev Freeman said he does not think we need to designate... the Urban Plan looks at density and..... in the Comprehensive Plan so we can't go over that. They want to encourage new construction in these urban areas....

PUBLIC COMMENTS: None.

MOTION:

Action: Approve. **Bathroom restrictions, link to affordable housing, promote incentives.** connect bathrooms to calculations and look out how we relate that to obtainable housing, restrict it to downtown redevelopment future land use development or core CRA.

Moved by: Cristina de la Vega

Second by: Ryan Strom

Motion passed unanimously.

3. AMENDMENT TO THE LAND DEVELOPMENT CODE REVIEW PROCEDURES FOR PUD APPLICATIONS (QUASI-JUDICIAL) (RC) ORDINANCE 2424-2020: AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING SECTION 11.01.00 OF CHAPTER XI ENTITLED "PROCESSING OF PLAN APPLICATIONS" TO AMEND THE REVIEW BOARD PROCEDURES FOR PROPOSALS THAT INVOLVE URBAN PLANNED UNIT DEVELOPMENT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Kev Freeman, Development Director  6:35 PM

BOARD COMMENT:

Cristina asked why...

Kev Freeman said that this was a request from the CRB because they are more familiar with the code. The question is should we move it across or do the same.

Mathers asked...

Freeman explained what we typically do, but...

Matehrs confirmed...

Cristina asked if most of them have to have a landuse change.

Key Freeman confirmed that the plans will still come before the LPA, but ...will go to the CRB if it invloces a furute land use change.

Zoning change going from UPUD, if it is already a UPUD it can skip over and go to CRB.
Creation of UPUD LPA, management goes to CRB.

PUBLIC COMMENTS: None.

MOTION:

Action: Approve forward with process, but add requirement that if is the creation of UPUD LPA, if it is a site planning, amendment management it goes to CRB.

Moved by: rich

Second by: strom

Motion passed unanimously.

STAFF UPDATE:

BOARD COMMENT: None.

ADJOURNMENT:

Motion: Action: Adjourn

Moved by: strom

Seconded by: de la vega

Michael Herbach, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/10/2020

Prepared by: Tom Reetz

Title of Item:

ABANDONMENT OF A PORTION OF COCONUT AVENUE RIGHT-OF-WAY SECOND READING (RC):

ORDINANCE No. 2425-2020; A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 30-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ST. LUCIE ESTATES, SECTION 2, AS RECORDED IN PLAT BOOK 11, PAGE 22, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 5TH STREET, AND ABUTTING THE WESTERN BOUNDARY OF LOTS 10, 11 AND 14, BLOCK 4 DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On January 27, 2020 the City Commission unanimously approved the applicants request to abandon a 30 foot wide portion Coconut Avenue at first reading.

The applicant, owner of real property at 1024 E 5th Street, has requested the abandonment of the easternmost 30 feet of unutilized Coconut Avenue public Right-of-Way. The 60' right of way is located south of 5th street between SE Palm Beach Road and SE Hibiscus Avenue. The westernmost 30 feet of Right-Of-Way (the other half) was previously abandoned to the western abutting property owners via Ordinance No. 1754-00.

The City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest. A fair market appraisal of the real property has determined that the market value of the property is \$9,000. As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment of a privilege fee in the amount of **100% of the market value, or \$9,000**, prior to the abandonment of the City's interest.

The procedure for abandonment of City owned Right-Of-Way is set out in **Sections 36-2 thru 36-3 of The City's Code of Ordinances** which requires a privilege fee payable by the applicant into the city's property management fund within 90 days of approval.

Funding Source:

NA

Recommended Action:

Approve Ordinance No. 2425-2020, abandonment of certain Right-of-Way within the City's limits at second

reading.

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance No.2425-2020	1/17/2020	Ordinance add to Y drive
▣ Coconut Avenue ROW sketch and legal	1/17/2020	Backup Material
▣ Coconut Avenue ROW Appraisal	1/17/2020	Backup Material
▣ Utility no objection	1/17/2020	Backup Material



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

ORDINANCE NUMBER 2425-2020

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 30-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF ST. LUCIE ESTATES, SECTION 2, AS RECORDED IN PLAT BOOK 11, PAGE 22, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 5TH STREET, AND ABUTTING THE WESTERN BOUNDARY OF LOTS 10, 11 AND 14, BLOCK 4 DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, Lester and Anne Scherer (APPLICANTS) have filed a petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is needed for continuity of existing parcels; and

WHEREAS, Daniel D. Fuller, MAI, DRA of Fuller, Armfield, Wagner Appraisal and Research, Inc., conducted a fair market appraisal of said property on October 21, 2019, and determined that the market value of the real property is NINE THOUSAND DOLLARS (\$9,000). NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain 30-foot right-of-way, as set forth as the eastern 30 feet of SE Coconut Avenue, running south of the Southerly Right-Of-Way line of SE 5th Street, abutting the Western Boundary of Lots 10,11 and 14, Block 4, according the Plat of ST LUCIE ESTATES, SECTION 2, as recorded in Plat Book 11, Page 22, Palm Beach (Now Martin) County, Florida Public Records running North to South through the Property described in **Exhibit “A”** attached hereto and depicted in **Exhibit “B”** attached hereto is hereby abandoned.

SECTION 2: A location map depicting the subject area is hereby attached as **Exhibit “C.”**

SECTION 3: The Applicants agree to pay the privilege fee in the amount of **NINE THOUSAND DOLLARS (\$9,000)** to be received and deposited into the city’s property management fund within 90 days of approval, otherwise this Ordinance shall become null and void.

SECTION 4: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 5: Severability: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 6: Effective Date: This Ordinance shall become effective immediately upon adoption.

Passed on first reading the ____ day of _____, 2020.

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

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

Anne M Scherer Revocable Trust
Lester E. Scherer, Trustee

By: _____

Anne M Scherer Revocable Trust
Anne M. Scherer, Trustee

By: _____

PETITIONER’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2019, by Lester E. and Anne M. Scherer.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY’S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2020, by Michael J. Meier, Mayor, and Mary R. Kindel, City Clerk,
respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT “A”

LEGAL DESCRIPTION

The east 30 feet of Coconut Avenue running south of the southerly right-of-way line of East 5th Street and abutting the western boundary of Lot 10 and the western boundary of Lot 11, and the western boundary of Lot 10, 11 and 14, Block 4, according to the plat of St. Lucie Estates, Section 2, recorded in the public records of Martin County, Florida at Plat Book 11; page 22.

EXHIBIT “C”



Lot 11
Lot 10

Block 4

52 (P)

LEGAL DESCRIPTION

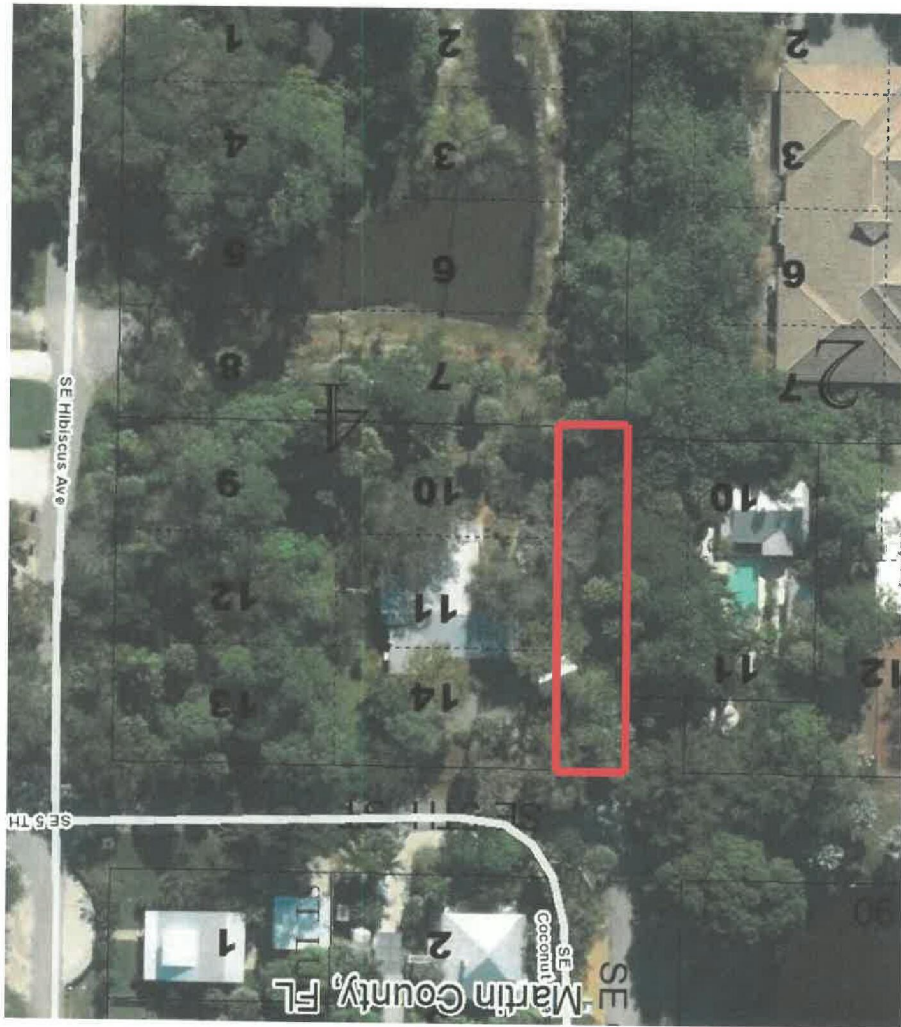
THE EAST 60.00 FEET OF LOT 10 AND
THE EAST 60.00 FEET OF THE SOUTH 66.00
FEET OF LOT 11, BLOCK 2, SECTION TWO,
ST. LUCIE ESTATES SUBDIVISION,
ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 11, PAGE 22 OF
THE PUBLIC RECORDS OF PALM BEACH
(NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH:

The west 30 feet of Coconut Avenue running south of the southerly right-of-way line of
East 5th Street abutting the eastern boundary of Lot 10 and the eastern boundary of Lot 11,
Block 2, according to the plat of St. Lucie Estates, Section 2, recorded in the public records of
Martin County, Florida at Plat Book 11, page 22.

NDARY SURVEY

AERIAL SITE MAP (approx. subject area in red)



APPRAISAL OF REAL PROPERTY

LOCATED AT

xxxx SE Coconut Avenue
Stuart, FL 34996

FOR

Lester and Anne Scherer
1024 East 5th Street
Stuart FL 34996

AS OF

October 21, 2019

BY

Daniel D. Fuller, MAI, SRA
State Certified Real Estate Appraiser RZ567
Fuller-Armfield-Wagner Appraisal & Research Inc.
200 South Indian River Drive, Suite 309
Fort Pierce FL 34950

LAND APPRAISAL REPORT

File No.: 20103-Coconut Ave Lot

SUBJECT	Property Address: xxxx SE Coconut Avenue		City: Stuart		State: fl Zip Code: 34996																																																																																															
	County: Martin		Legal Description: Unopened 30' x 159' street R/W (SE Coconut Avenue) lying west of 1024 East 5th Street.																																																																																																	
	Assessor's Parcel #: None - public R/W Tax Year: n/a R.E. Taxes: \$ n/a Special Assessments: \$ n/a																																																																																																			
	Market Area Name: Krueger Creek neighborhood south of E Ocean Blvd Map Reference: 38940 Census Tract: 0008.00																																																																																																			
ASSIGNMENT	Current Owner of Record: City of Stuart		Borrower (if applicable): n/a																																																																																																	
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Platted S/D's HOA: \$ 0 ☐ per year ☐ per month																																																																																																			
	Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable																																																																																																			
	If Yes, give a brief description:																																																																																																			
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																			
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																			
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																			
	Intended Use: Negotiate purchase.																																																																																																			
SITE DESCRIPTION	Intended User(s) (by name or type): Client: Lester and Anne Scherer and Stuart City Commission and/or City of Stuart representatives.																																																																																																			
	Client: Lester and Anne Scherer		Address: 1024 East 5th Street, Stuart FL 34966																																																																																																	
	Appraiser: Daniel D. Fuller, MAI, SRA		Address: Fuller-Armfield-Wagner Appr & Rsch, 200 S Indian River Dr, Ste 309, FP																																																																																																	
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Characteristics</th> <th>Predominant Occupancy</th> <th>One-Unit Housing</th> <th>Present Land Use</th> <th>Change in Land Use</th> </tr> </thead> <tbody> <tr> <td>Location:</td> <td>☐ Urban ☒ Suburban ☐ Rural</td> <td></td> <td>☒ Owner 95</td> <td>PRICE AGE</td> <td>One-Unit 80 %</td> <td>☒ Not Likely</td> </tr> <tr> <td>Built up:</td> <td>☒ Over 75% ☐ 25-75% ☐ Under 25%</td> <td></td> <td>☐ Tenant 5</td> <td>\$(000) (yrs)</td> <td>2-4 Unit 5 %</td> <td>☐ Likely * ☐ In Process *</td> </tr> <tr> <td>Growth rate:</td> <td>☐ Rapid ☒ Stable ☐ Slow</td> <td></td> <td>☐ Vacant (0-5%)</td> <td>200 Low 75</td> <td>Multi-Unit 5 %</td> <td></td> </tr> <tr> <td>Property values:</td> <td>☐ Increasing ☒ Stable ☐ Declining</td> <td></td> <td>☐ Vacant (>5%)</td> <td>2.0M High new</td> <td>Comm I 10 %</td> <td></td> </tr> <tr> <td>Demand/supply:</td> <td>☐ Shortage ☒ In Balance ☐ Over Supply</td> <td></td> <td></td> <td>400 Pred 30</td> <td>%</td> <td></td> </tr> <tr> <td>Marketing time:</td> <td>☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.</td> <td></td> <td></td> <td></td> <td>%</td> <td></td> </tr> </tbody> </table>						Characteristics			Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use	Location:	☐ Urban ☒ Suburban ☐ Rural		☒ Owner 95	PRICE AGE	One-Unit 80 %	☒ Not Likely	Built up:	☒ Over 75% ☐ 25-75% ☐ Under 25%		☐ Tenant 5	\$(000) (yrs)	2-4 Unit 5 %	☐ Likely * ☐ In Process *	Growth rate:	☐ Rapid ☒ Stable ☐ Slow		☐ Vacant (0-5%)	200 Low 75	Multi-Unit 5 %		Property values:	☐ Increasing ☒ Stable ☐ Declining		☐ Vacant (>5%)	2.0M High new	Comm I 10 %		Demand/supply:	☐ Shortage ☒ In Balance ☐ Over Supply			400 Pred 30	%		Marketing time:	☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.				%																																														
Characteristics			Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use																																																																																														
Location:	☐ Urban ☒ Suburban ☐ Rural		☒ Owner 95	PRICE AGE	One-Unit 80 %	☒ Not Likely																																																																																														
Built up:	☒ Over 75% ☐ 25-75% ☐ Under 25%		☐ Tenant 5	\$(000) (yrs)	2-4 Unit 5 %	☐ Likely * ☐ In Process *																																																																																														
Growth rate:	☐ Rapid ☒ Stable ☐ Slow		☐ Vacant (0-5%)	200 Low 75	Multi-Unit 5 %																																																																																															
Property values:	☐ Increasing ☒ Stable ☐ Declining		☐ Vacant (>5%)	2.0M High new	Comm I 10 %																																																																																															
Demand/supply:	☐ Shortage ☒ In Balance ☐ Over Supply			400 Pred 30	%																																																																																															
Marketing time:	☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.				%																																																																																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="11">Factors Affecting Marketability</th> </tr> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>Employment Stability</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Adequacy of Utilities</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Property Compatibility</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Protection from Detrimental Conditions</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Police and Fire Protection</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>General Appearance of Properties</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Appeal to Market</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>						Factors Affecting Marketability											Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐	Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐	Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐	Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐	Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐	Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐
Factors Affecting Marketability																																																																																																				
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																																									
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐																																																																																									
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐																																																																																									
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐																																																																																									
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐																																																																																									
Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐																																																																																									
Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐																																																																																									
Market Area Comments: Development of established single family residential properties bordered by the East Ocean Blvd to the north, mixed residential to the east to SE Monterey Rd; Martin Luther King Blvd. to south and the Stuart central business district (CBD) to the west. Commercial uses are concentrated along East Ocean Blvd. and in the CBD. Single family residential units range in age from new to 75+ years. Some refurbishment of the older homes has occurred with some also converted to commercial uses i.e. offices. Little vacant land remains, thus limited new residential development has occurred. Single family value levels range from low to modest. Multi-family uses include miscellaneous apartment buildings and duplexes. The overall neighborhood has considerable appeal due to its close location to the CBD and close proximity to the SL River, Indian River, and the barrier island with Atlantic Ocean beaches. With the positive neighborhood characteristics and overall popularity of Martin County, long term, values should be supported in the neighborhood, barring any drastic economic declines.																																																																																																				
Dimensions: 30 ft x 159 ft Site Area: 4,770 sf Zoning Classification: R-1/Single Family-General / Low Density Residential Description: Low density residential Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements Uses allowed under current zoning: Low density residential Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ _____ / _____ Comments: Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Assemble with adjacent private ownerships. Actual Use as of Effective Date: Vacant - unopened street R/W Use as appraised in this report: Vacant Summary of Highest & Best Use: Subject consists of unopened street R/W - Highest and Best Use is assemblage with adjacent buildable site.																																																																																																				
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>30 ft. SE Coconut Avenue</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td>☐</td> <td>☒</td> <td>FPL</td> <td>Street</td> <td>Unpaved</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>Level</td> </tr> <tr> <td>Gas</td> <td>☐</td> <td>☐</td> <td></td> <td>Width</td> <td>30 ft</td> <td></td> <td></td> <td>Size</td> <td>Small</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City of Stuart</td> <td>Surface</td> <td>uncleared</td> <td></td> <td></td> <td>Shape</td> <td>Rectangle</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City of Stuart</td> <td>Curb/Gutter</td> <td>n/a</td> <td>☐</td> <td>☐</td> <td>Drainage</td> <td>Percolation</td> </tr> <tr> <td>Storm Sewer</td> <td>☐</td> <td>☐</td> <td></td> <td>Sidewalk</td> <td>n/a</td> <td>☐</td> <td>☐</td> <td>View</td> <td>Residential</td> </tr> <tr> <td>Telephone</td> <td>☐</td> <td>☐</td> <td></td> <td>Street Lights</td> <td>n/a</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td>☐</td> <td>☐</td> <td></td> <td>Alley</td> <td>n/a</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> </tbody> </table>						Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	30 ft. SE Coconut Avenue	Electricity	☐	☒	FPL	Street	Unpaved	☒	☐	Topography	Level	Gas	☐	☐		Width	30 ft			Size	Small	Water	☒	☐	City of Stuart	Surface	uncleared			Shape	Rectangle	Sanitary Sewer	☒	☐	City of Stuart	Curb/Gutter	n/a	☐	☐	Drainage	Percolation	Storm Sewer	☐	☐		Sidewalk	n/a	☐	☐	View	Residential	Telephone	☐	☐		Street Lights	n/a	☐	☐			Multimedia	☐	☐		Alley	n/a	☐	☐																	
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	30 ft. SE Coconut Avenue																																																																																											
Electricity	☐	☒	FPL	Street	Unpaved	☒	☐	Topography	Level																																																																																											
Gas	☐	☐		Width	30 ft			Size	Small																																																																																											
Water	☒	☐	City of Stuart	Surface	uncleared			Shape	Rectangle																																																																																											
Sanitary Sewer	☒	☐	City of Stuart	Curb/Gutter	n/a	☐	☐	Drainage	Percolation																																																																																											
Storm Sewer	☐	☐		Sidewalk	n/a	☐	☐	View	Residential																																																																																											
Telephone	☐	☐		Street Lights	n/a	☐	☐																																																																																													
Multimedia	☐	☐		Alley	n/a	☐	☐																																																																																													
Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12085C0153G FEMA Map Date 03/16/2015 Site Comments: Subject consists of unopened 30' x 159' street R/W created by plats. The subject is within the plat of St Lucie Estates #9. Client's property is within St Lucie Estates S/D thus adjacent to the east of street R/W within said S/D.																																																																																																				

LAND APPRAISAL REPORT

File No.: 20103-Coconut Ave Lot

TRANSFER HISTORY	My research did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Data Source(s): Public Records									
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing:							
	Date:									
SALES COMPARISON APPROACH	2nd Prior Subject Sale/Transfer									
	Date:									
	Price:									
	Source(s):									
	Feature		Subject Property		Comparable No. 1		Comparable No. 2		Comparable No. 3	
	Address: xxxx SE Coconut Avenue Stuart, FL 34996		SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM	
	Proximity to Subject									
	Sale Price	\$		\$		\$		\$		
	Price/	\$	\$		\$		\$		\$	
	Data Source(s)									
Verification Source(s)										
VALUE ADJUSTMENT	DESCRIPTION		DESCRIPTION		+(-) \$ Adjust		DESCRIPTION		+(-) \$ Adjust	
Sales or Financing										
Concessions										
Date of Sale/Time										
Rights Appraised	Fee Simple									
Location										
Site Area	4,770									
Net Adjustment (Total, in \$)			+ - \$				+ - \$			
Adjusted Sale Price (in \$)			\$				\$			
Summary of Sales Comparison Approach SEE ATTACHED ADDENDUM FOR VALUATION ANALYSIS.										
PUD	PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.									
	Legal Name of Project: N/A									
	Describe common elements and recreational facilities:									
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 9,000									
	Final Reconciliation SEE ATTACHED ADDENDUM.									
	This appraisal is made ☒ "as is", or ☐ subject to the following conditions:									
	This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.									
ATTACH.	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:									
	\$ 9,000, as of: October 21, 2019, which is the effective date of this appraisal.									
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.									
	A true and complete copy of this report contains 10 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work									
SIGNATURES	☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales									
	☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions									
	Client Contact: Lester and Anne Scherer					Client Name: Lester and Anne Scherer				
	E-Mail:					Address: 1024 East 5th Street, Stuart FL 34966				
APPRaiser					SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)					
Appraiser Name: Daniel D. Fuller, MAI, SRA					Supervisory or Co-Appraiser Name:					
Company: State Certified Real Estate Appraiser RZ567					Company:					
Phone: 772-468-0787 Fax: 772-468-1103					Phone: Fax:					
E-Mail: dan_faw@bellsouth.net					E-Mail:					
Date of Report (Signature): 11/07/2019					Date of Report (Signature):					
License or Certification #: State Certified General Real > State: FL					License or Certification #: State:					
Designation: MAI, SRA Estate Appraiser RZ567					Designation:					
Expiration Date of License or Certification: 11/30/2020					Expiration Date of License or Certification:					
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)					Inspection of Subject: Did Inspect Did Not Inspect					
Date of Inspection: October 21, 2019					Date of Inspection:					

Subject and Comparable Data Location Map

Borrower	n/a				
Property Address	xxxx SE Coconut Avenue				
City	Stuart	County	Martin	State	fl
Lender/Client	Lester and Anne Scherer		Zip Code 34996		



SCOPE OF WORK

Mr. Lester Scherer engaged my services to provide an opinion of the Market Value of the Fee Simple Interest in the real estate that is the subject of this appraisal, with the appraisal date of October 21, 2019, my date of inspection. To form an opinion the following Scope of Work is required.

MARKET VALUE DEFINED

Market Value, as defined in Chapter 12, Code of Federal Regulation, Part 34.42, is:

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or created financing or sales concessions granted by anyone associated with the sale.

FEE SIMPLE ESTATE — *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.*

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The subject consists of the east 30 feet x 159 feet deep, 4,770 square feet, section of the unopened southerly end of Coconut Avenue, south of SE 5th Street, within the city of Stuart, Martin County, Florida.

The property type requires valuation via the Sales Comparison Approach however the property does meet zoning criteria for an independently developable site, thus research did not locate arm's length sales of similar unopened right of ways. Therefore, analysis requires valuation via Across the Fence Method, defined as follows:

ACROSS THE FENCE METHOD — *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.* A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.

As defined, the Across the Fence Method requires valuation of adjacent properties with analysis determining an applicable unit of comparison, i.e. sales price per front feet or per square feet, and then the value indication is utilized to form an opinion of the subject's value.

Employment of the Across the Fence valuation method required research using public records, commercial data services, multiple listing services (MLS), and interviews with buyers, sellers, brokers, investors, developers, et cetera for properties like the adjacent lots. Research was restricted to the subject's neighborhood as adequate data was available within the neighborhood to form an opinion of value.

Data gathered was ideally verified with a knowledgeable participant of a transaction, followed by analysis of the data to interpret market trends. The analyzed data was then applied to the subject for an indication value.

EXPOSURE

Exposure time: — *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.*

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The closed sales analyzed experienced exposure periods from less than 30 days to approximately 4 months. Therefore, in my opinion, with a listing price within a reasonably close range of my opinion of market value, the market exposure period for an adjacent developable site prior to the date of appraisal would have been no greater than four months.

History of Subject's Ownership

The subject has no sales history.

Properties adjacent to the subject have not experienced arm's length sales transactions within the past three years.

The subject is not formally listed for sale or under a sale/purchase contract.

Valuation -

Adjacent Properties

East of the subject there is 0.75 acres (32,754 square feet) site with some 206 feet of frontage on SE 5th Street some 159 feet of depth along SE Hibiscus Avenue. The ownership consists of six platted lots developed with one single family residence.

West of the subject there is the west 30 feet of the unopened street right of way, previously assembled within an ownership to the west consisting for a total site area of 0.25 acres (10,890 square feet).

Data & Analysis of the Data

Research located three closed sales, and a listing, all located within the subject's broad neighborhood south of East Ocean Boulevard.

Analysis indicates, because the properties analyzed vary in street frontage and depth the most reliable unit of comparison is sales price per square feet of site area.

The closed sales prices per square feet of area range from \$8.81 to \$9.46 for 10,106 to 16,117 square feet of site area.

Thus, the closed sales indicate that within the neighborhood properties like the 0.25 acres parcel west of the subject sell within the mentioned range. However, economies of scale suggest larger parcels like the 0.75 acres site east of the subject will sell for a lower price per square feet. The difference can range from 10% to 20% depending upon size.

The listing analyzed is 0.732 acres in area consisting of six platted lots each 5,250 but with only four legally developable lots each 7,875 square feet in area, offered for sale at \$79,000 per lot or approximately \$10.00 per square feet. Of course, this is an asking price and a very small site, resulting in a high end of the range price per square feet.

Adjusting sales and listing prices to the estimated broad end of the expected price reduction for size, say minus 20%, suggests larger properties in the neighborhood would sell in the \$7.00 to \$8.00 per square feet range.

In summary, sites in the 7,875 to 16,117 square feet size range sell or are listed in the \$8.81 to \$10.00 per square feet range with larger sites in the 0.75 acres size range expected to sell in the \$7.00 to \$8.00 per square feet range. Therefore, it is my opinion the most probable average sales price / value indication for residential sites within the neighborhood are within the range of say \$7.50 per square feet.

However, the subject right of way with 30 feet of width and 159 feet of depth does not meet zoning regulations for minimum site width and size for development as an independent property, thus highest and best use of the subject right of way is assemblage with the adjacent properties. However, the adjacent properties are independently developable, thus while assembling the subject with the adjacent property adds some level of functional utility to the adjacent properties, it is my opinion the subject does not add full value to the adjacent properties. Plus, the subject has very limited market demand, other than the adjacent property owner, also a negative to value.

Thus, for the reasons previously discussed, it is my opinion the full \$7.50 per square feet value as previously estimated is not applicable to the subject, rather a discount to full value is required to account for the subject limited functional utility as an independent property, plus the estimated limited contribution in functional utility to the adjacent property and general lack of demand for a property like subject.

There is little market data to support an estimate of contributory value except it is known in instances where functional utility are negatively affected by conditions such as inferior access, then significant adjustments to value have been recognized for reduced functional utility.

Therefore, because of limited functional utility as an independent property, plus limited increase in functional utility to the adjacent property, and because other than the adjacent owner there is limited to no market demand for the subject, it is my opinion a discount to the full value could be as high as say 75%. A 75% reduction in value calculates to value indication of \$1.88 per square feet ($\$7.50/\text{sf} \times 25\%$). Applying \$1.88 per square feet to the subject's area of 4,770 square feet calculates to \$8,968, rounded to \$9,000.

Therefore, my opinion of the Market Value of the Fee Simple Interest in the subject of this appraisal as of October 21, 2019, is: **-\$9,000-**

ORDINARY LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.
3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
5. Easements may or may not be recorded or may exist by customary use or by other legal means. The appraiser has not nor is he qualified to search legal records as to other easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that assumptions regarding easements and the rights of others is representative of actual conditions.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.
8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.
9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made.
11. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined and considered in the appraisal report.
13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- a) The statements of fact contained in this report are true and correct.
- b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- c) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- d) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- e) My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- f) The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- g) Daniel D. Fuller made a personal inspection of the property that is the subject of this report.
- h) No one provided professional assistance to the signor of this report.
- i) The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
- j) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- k) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."
- l) This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of the loan.
- m) I have not appraised the subject or provided any other services in any capacity relating to this property within the three years prior to my engagement for this assignment.



Daniel D. Fuller, MAI
State-Certified General Real Estate Appraiser RZ567

FULLER-ARMFIELD-WAGNER

SALES SUMMARY

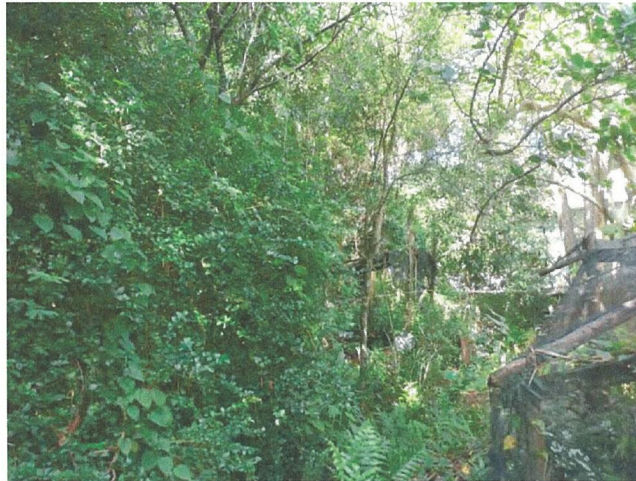
DESCRIPTION LOCATION	SUBJECT	Client - adjacent ownership	SALE 1	SALE 2	SALE 3	LISTING 1
	Unopened street RW west of 1024 E. 5th St. St Lucia Estates SD Stuart	Lots 9-14, Blk. 4, St. Lucia Est. #2 1024 E 5th St St Lucia Estates SD Stuart	Lots 22 & 23 Blk 29 Broadway / St Lucia Est 1515 SE 5th Street Stuart	Lots 12, 13, 14, 15 Blk 33 Broadway / St Lucia Est 412 SE Madison Ave Stuart	Lots 10, 11, Blk 2 / Lot 14 Blk 2 Lk Clair/St Lucia Est & Stypman 926-928 SE 5th Street Stuart	Lots 1, 2, 3, 10, 11, 12, Blk 12 Lk Clair/St Lucia Est Lake Clair PIMLK Blvd/ Palm Bch Rd / Stuart
GRANTOR	Owner - city of Stuart	Ame M Scherer Revocable Trust	Laura Leighton, LLC & Leighton Construction, LLC	NACLH20	Mai, Diana	Lone Palm Property Investments, LLC
GRANTEE	N/A	N/A	Medalist Homes LLC	Southern Landmark Homes LLC	Medalist Homes LLC	n/a
DATE OF SALE RECORDED OR BK/PG.	Appraised 10/21/19	Appraised 10/19/19	3024/819&820	2989/1207	1/18 29702468	Current Listing
FINANCING	Expected Cash Equivalent	Expected Cash Equivalent	Cash	Cash	Cash	Expected Cash Equivalent
ZONING / LAND USE	Low density residential	Low density residential	Low density residential	Low density residential	Low density residential	Low density residential
SITE AREA - SF	4,770	32,754	14,575	10,106	16,117	7,875
ACRES	0.11	0.75	0.33	0.23	0.37	0.18
WIDTH (ft)	30.0	206.0	110.0	140.0	120.0	75.0
DEPTH (ft avg)	139.00	159.0	132.5	Irregular	Irreg. avg. 139	105.0
Comments:	Very limited functional utility. Highest & Best Use is assemblage with adjacent platted buildable site.	Lots east of subject. Currently improved w/ 1 - residential improvement. As a vacant site, H & B Use is subdivision into 3 residential lots. Assemblage with adjacent 30 ft RW H & B Use is subdivision into 3 residential lots.	Two platted interior lots each 55ft x 132.5ft. Buyer developed w/ 2 single family residential improvements.	Very irregular site, one lot south of E. Ocean Blvd. Zoning - Partial low density residential & partially office/residential. Buyer developed property.	Two platted lots fronting S. SE 5th St. 112 blk west Palm Bch Rd. Buyer developed W/ 2 residential units.	Portions of platted lots fronting three streets, equating to 7,875sf lots meeting R-1 zoning width & size criteria.
SALE ANALYSIS	RECORDED SALE PRICE: FINANCING ADJUSTMENT ADJUSTED SALE PRICE CONDITION OF SALE ADJ. ADJUSTED SALE PRICE MARKET CONDITION ADJ / MO. ADJUSTED GROSS SALE PRICE	\$130,000 0 \$130,000 0 \$130,000 0.0% \$130,000	\$89,000 0 \$89,000 0 \$89,000 0.0% \$89,000	\$152,500 0 \$152,500 0 \$152,500 0.0% \$152,500	(Listing price) \$79,000 0 \$79,000 0 \$79,000 0.0% \$79,000	
SALE PRICE PER LOT		\$65,000	\$89,000	\$76,250	\$39,500	
SALE PRICE PER FRONT FOOT		\$1,182	\$636	\$1,271	\$1,063	
SALE PRICE PER SQ. FT		\$8.92	\$8.81	\$9.46	\$10.03	

FULLER-ARMFIELD-WAGNER

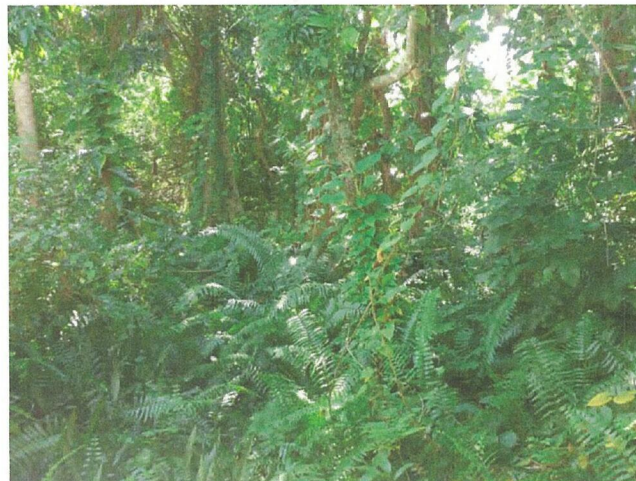
Subject Photographed 10/21/2019



Subject – north end view



Subject NW view from approximate SE corner



Middle of subject

FULLER-ARMFIELD-WAGNER



East neighborhood scene along SE 5th St.



Northerly neighborhood scene along Coconut Ave.

QUALIFICATIONS OF THE APPRAISER
DANIEL D. FULLER, MAI

Education

Indian River Community College, Graduated 1967, A/S Degree

Professional Memberships

Member Appraisal Institute (MAI)#7876 - Appraisal Institute
Senior Real Property Appraiser (SRPA) - Appraisal Institute
Senior Residential Appraiser (SRA) - Appraisal Institute
Florida - State Certified General Real Estate Appraiser RZ567
Registered Florida Real Estate Broker

Work Experience

1992 - Pres. President, Fuller-Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1987 - 1992 Vice President & Partner, Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1983 - 1987 Staff Appraiser, Armfield-Wagner Appraisal & Research, Inc., Vero Beach, FL
1981 - 1983 Salesman/Appraiser, Florida Licensed Realtor-Associate, Procino Realty, Ft Pierce, FL
1979 - 1983 Staff Appraiser, Harbor Federal Savings and Loan Association, Fort Pierce, FL
1974 - 1979 Staff Appraiser, St. Lucie County Property Appraiser's Office, Fort Pierce, FL

Real Estate Appraisals made for the following:

Accountants	PNC Bank
Attorneys	Port St. Lucie, City of
Dept. of Natural Resources	Regions Bank
Federal Deposit Ins. Corp.	Resolution Trust Corporation
Federal Home Loan Bank Board	Seacoast Bank
Federal National Mortgage Corp.	St. Lucie County
Florida Community Bank	South Florida Water Management District
Fort Pierce, City of	SunTrust Banks
Centerstate Bank	TD Bank
Iberia Bank	TITF
Indian River County	Vero Beach, City of
Martin County	Wells Fargo

Types of Appraisals Completed

Airplane Hangars	Offices
Automobile Dealerships	Packing Houses
Car Washes	Ranches
Commercial	Recreational Vehicle Parks
Groves	Residential
Industrial	Restaurants
Insurable Value	Retail Shopping Centers
Land Locked Parcels	Service Stations
Mini-Warehouses	Subdivision
Motels	Warehouses
Multi-Family	Wetlands
	Vacant Lands

Qualified as Expert Witness

Circuit Court -
St. Lucie County
Martin County
Indian River County
Okeechobee County
Palm Beach County
U.S. Bankruptcy Court -
West Palm Beach District

Accomplishments

Past President - Society of Real Estate Appraisers - Indian River Chapter 211 (1989 - 1990)
Past Instructor - Indian River Community College - Appraising Income Producing Real Estate
Past Board Member - East Florida Chapter of Appraisal Institute



James P Virga
Manager OSP Engineering

AT&T Florida
329 NW Dixie Hwy
Stuart Florida 34994

T 772-692-2774
Jv3965@att.com
att.com

Mr. Lester Scherer
1024 SE 5th St
Stuart, FL 34996

Re: Letter of No Objection to Request to Abandon/Vacate the East 30 Foot
Portion of SE Coconut Ave, South of East 5th Street.

Address of subject property: 1024 SE 5th St.

Parcel Nos.: East 30' of unimproved Right Of Way of Coconut Ave
South of East 5th St.

Applicant : Lester Scherer

Dear Mr. Scherer:

Please be advised that AT&T Florida has No Objection to the vacation and abandonment of that portion of the unopened right of way of Coconut Ave south of East 5th Street, specifically, the East 30 feet. The west 30' of Coconut Ave south of East 5th Street was previously abandoned by letter from BellSouth Telecommunications on 8/28/1999. This letter of No Objection is restricted to the area described above.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

James P. Virga

James P. Virga
Manager ATO

AT&T

Shivers, Sydney <Sydney.Shivers@fpl.com>

Thu 8/8/2019 12:36 PM

You



Hi,

I do not have a formal letter of no objection. But, we do not have any facilities in the East 30 feet Of Coconut Av, South of SE Fifth Street, paralleling our lots 10,11,14 of St Lucie Estates, Section 2 (1024 SE Fifth Street) so we do not have any objection. Hope this helps.

Thanks,



Sydney Shivers

Associate Engineer | Treasure Coast Service
Planning

Email: Sydney.Shivers@fpl.com

Office: 772-223-4244

Link to FPL's Electrical Service Standards;

<https://www.fpl.com/partner/builders/service-standards.html>

Visit the new **FPL Project Portal** at [FPL.com/construction](https://www.fpl.com/construction) to manage your FPL Residential and Commercial construction projects. Get information on construction services and project types, apply for your construction project, track project milestones, manage your project it and more.



August 3, 2019

Easement Abandonment Letter

1024 SE 5TH St. Stuart, Fl. 34996

Lester and Anne Scherer,

Please consider this as Comcast Cable Communications letter of Easement Abandonment to the above referenced project. We have existing aerial plant in the front of the property and there is no conflict.

Please contact me at Rick_Johnson@cable.comcast.com if you have any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Rick Johnson", followed by a long horizontal line extending to the right.

Rick Johnson

Construction Coordinator

Comcast Cable Communications

Mobile 561-402-4513