City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 24, 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

PROCLAMATIONS

1. BLACK HIV/AIDS AWARENESS DAY, FEBRUARY 7, 2020

PRESENTATIONS

2. FEBRUARY SERVICE AWARDS

3. EMPLOYEE OF THE MONTH - FEBRUARY 2020

4. LAKE OKEECHOBEE (LOSOM) FEBRUARY UPDATE

COMMENTS BY CITY COMMISSIONERS

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.*

5. APPROVAL OF 01/27/2020 CCM AND 02/10/2020 CCM MINUTES (RC)

6. AMENDMENT TO APPENDIX A OF THE CITY'S CODE OF ORDINANCES (RC):

   RESOLUTION No. 20-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING APPENDIX "A" BY AMENDING CHAPTER 10, CHAPTER 12, CHAPTER 34. CHAPTER 36, AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

7. FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 (RC):

RESOLUTION No. 23-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE FORM AND AUTHORIZING EXECUTION OF THE LOAN AGREEMENT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

8. LEASE AGREEMENT WITH WINDWARD MARINA STUART, LLC (RC):

RESOLUTION No. 25-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND WINDWARD MARINA STUART, LLC FOR A BOAT SLIP LOCATED AT 400 SW FEDERAL HIGHWAY, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. AWARD OF WORK FOR EAST STUART, PALM BEACH, POPPLETON SEWER BASINS (RC):

RESOLUTION No. 30-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF WORK ORDER NO. 2019-300-W04, EAST STUART, PALM BEACH, POPPLETON SEWER BASINS TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER, FELIX AND ASSOCIATES, INC. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. SHEPARD PARK BOAT TRAILER PARKING FIND GRANT APPLICATION (RC):

RESOLUTION No. 31-2020. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR A WATERWAYS ASSISTANCE PROGRAM GRANT THROUGH THE FLORIDA INLAND NAVIGATION DISTRICT TO PROVIDE FUNDING FOR THE BOAT TRAILER PARKING AND STORMWATER IMPROVEMENTS AT SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

11. RFP #2020-100, DESIGN OF GUY DAVIS COMMUNITY PARK IMPROVEMENTS (RC):

RESOLUTION No. 32-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING AUTHORIZATION TO ENTER NEGOTIATIONS FOR THE DESIGN OF GUY DAVIS COMMUNITY PARK IMPROVEMENTS TO THE TOP RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC. OF PORT SAINT LUCIE, FLORIDA PURSUANT TO RFP #2020-100; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. URGING STATE ACTION TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTICS:

RESOLUTION No. 33-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO TAKE NECESSARY AND EXPEDIENT ACTION ADDRESSING THE PROLIFERATION OF SINGLE-USE PLASTICS INCLUDING RETAIL PLASTIC BAGS, AND THEIR SUBSEQUENT IMPACT TO BOTH THE ENVIRONMENT AND TO MARINE AND AQUATIC LIFE; FURTHER URGING THE FLORIDA LEGISLATURE TO ADOPT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL

PROTECTION'S FEBRUARY 1, 2010 RETAIL BAGS REPORT AND ASSOCIATED RECOMMENDATIONS REGARDING SINGLE-USE RETAIL PLASTIC BAGS; OPPOSING A CONTINUED STATE PREEMPTION OF LOCAL EFFORTS TO ADDRESS THE GROWING THREAT OF PLASTIC POLLUTION WITHIN LOCAL COMMUNITIES DUE IN PART TO STATE INACTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE FIRST READING

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

ORDINANCE No. 2427-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED WEST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SEVEN (7) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

14. SAFE AND SECURE SELF STORAGE AT STUART CPUD MINOR AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2430-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "SAFE AND SECURE SELF-STORAGE AT STUART" COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AT 700 SW FEDERAL HIGHWAY; THEREBY AMENDING THE CONDITIONAL OF APPROVAL FOR THE ART COMPONENT, ACCEPTANCE OF MINOR AMENDMENTS TO THE SITE PLAN, LANDSCAPE PLAN, ARCHITECTURE AND FLOOR PLAN; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

15. 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.

16. 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.

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: 2/24/2020 **Prepared by:** Ryanne Cavo

Title of Item:

BLACK HIV/AIDS AWARENESS DAY, FEBRUARY 7, 2020

Summary Explanation/Background Information on Agenda Request:

Every year on February 7, individuals and organizations across the nation participate in National Black HIV/AIDS Awareness Day (NBHAAD) to promote HIV prevention, testing, treatment, and community involvement in black/African American communities.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Black HIV/Aids Awareness Day 2-7-20	2/17/2020	Proclamation

PROCLAMATION
BLACK HIV/AIDS AWARENESS DAY
FEBRUARY 7, 2020

WHEREAS, every year on February 7, individuals and organizations across the nation participate in National Black HIV/AIDS Awareness Day (NBHAAD) to promote HIV prevention, testing, treatment, and community involvement in black/African American communities; and

WHEREAS, this year's NBHAAD theme, "We're in This Together," highlights the importance of social support from friends, family, colleagues, and partners. Social support is especially important because of its potential to mitigate the negative impact of ongoing health disparities and stigma; and

WHEREAS, Blacks/African Americans account for a higher proportion of new HIV diagnoses and people with HIV, compared to other races/ethnicities; and

WHEREAS, in 2018, Blacks/African Americans accounted for 13% of the US population but 42% of the new HIV diagnoses in the United States and dependent areas; and

WHEREAS, the Florida Department of Health works to promote, protect and improve health through integrated community partnerships and provides HIV testing, treatment and prevention education for all residents.

NOW, THEREFORE, I, MICHAEL J. MEIER, Mayor of the City of Stuart, Florida do hereby proclaim February 7, 2020, as

BLACK HIV/AIDS AWARENESS DAY

in the City of Stuart, Florida and encourage residents to join the fight against HIV-related stigma and promote HIV testing, prevention, and treatment since "We're in This Together."

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

_____

MICHAEL J. MEIER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** R Johnson

Title of Item:

FEBRUARY SERVICE AWARDS

Summary Explanation/Background Information on Agenda Request:

Louis Boglioli	Finance	25 years
David Dyess	City Manager's Office	30 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Mary Kindel for David Peters

Title of Item:

EMPLOYEE OF THE MONTH - FEBRUARY 2020

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Present Award.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	EOM - Mike Woodside	2/18/2020	Attachment

City of Stuart

David D. Peters | Public Works Director
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.1292 Ext. 1

Date: February, 14, 2020

To: Roz Johnson, Human Resources Director

Subject: Employee of the Month

The Public Works Department is proud to nominate Mike Woodside, Team Leader II at the City's Water Treatment Facility for the City's Employee of the Month for February, 2020.

In 2019, Mike Woodside as the Team Leader for the City's Water Treatment Facility has led a team of highly qualified plant operators in their pursuit of plant operations and maintenance excellence.

For the past thirty years, the Florida Rural Water Association (FRWA) has partnered with the Florida Department of Environmental Protection (FDEP) to bring the most current regulatory information available to utilities at regional Focus on Change Seminars.

At these regional events, the Florida Department of Environmental Protection announces the winners of the Outstanding Plant Operations Excellence Awards.

At this year's event the City of Stuart was recognized as the 2019 Medium Community Water System Outstanding Plant Excellence Award.

This recognition, along with the designation of having the best tasting drinking water, a sanitary survey with no noted deficiencies, and the success of the per-fluorinated pre-treatment system, makes the Water Treatment Team stand out among its peers and regulatory agencies.

Mike, as the Water Treatment Facility Team Leader was instrumental in this success and recognition and for these reasons mentioned above, we ask that Mike be recognized as the City of Stuart's Employee of the Month for February, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** bhogarth

Title of Item:

LAKE OKEECHOBEE (LOSOM) FEBRUARY UPDATE

Summary Explanation/Background Information on Agenda Request:

Brief update by Ben Hogarth on current efforts involving the Lake Okeechobee System Operating Manual (LOSOM) process and other related discussions with stakeholders of ongoing LORS management through 2022.

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 01/27/2020 CCM AND 02/10/2020 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	01/27/2020 CCM Minutes	2/18/2020	Attachment
🗋	02/10/2020 CCM Minutes	2/18/2020	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD January 27, 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

5:52 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Mayor Meier recognized various dignitaries in the audience; Martin County Commissioners Stacey Hetherington, Harold Jenkins, Ed Ciampi, Taryn Kryzda, and former Martin County Commissioner Maggy Hurchalla.

5:53 PM PRESENTATIONS

1. JANUARY SERVICE AWARDS

David Peters, Public Works - 20 years; accepted his award.
George McLain III, Police - 20 years; accepted his award.

Kathleen Martin, Police - 20 years; unable to attend.
George Blum, Fire Rescue - 20 years; unable to attend.
Heather Rothe, Police - 25 years; unable to attend.

2. EMPLOYEE OF THE YEAR 2019 AND RUNNER UP

Employee of the Year Runner Up – Anne Ellig, Public Works; Public Works Director, David Peters announced Anne's accomplishments; Anne was unable to attend as she was attending a conference.

Employee of the Year – Monica Sands, Community Services; Community Services Director, Jim Chrulski announced Monica's accomplishments and she came forward to accept her award while greeted by her family and friends.

6:04 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **Requested to swap Items #7 and #8 on the Agenda in order to talk about the lawsuit first.**

Commissioner Matheson

- **The TCRLC had their annual Gala and congratulated the Mayor who was appointed their Treasurer.**
- **Stuart had a great turn out for the MLK Day Parade and congratulated the AFRO American Citizen's for presenting the celebration for their first time.**
- **NAACP Annual Freedom Fest Gala is March 14th and tickets can be purchased at Gertrude Walden Center or local NAACP office.**

Commissioner Bruner

- **Happy to see that Martin County Commissioners are in attendance tonight.**

Vice Mayor Clarke

- **Commented on the MLK Day Parade and thanked Jim Rearden who got the events together.**
- **Announced that on Saturday, she will accept a plaque from the American Daughters of American Revolution**

Mayor Meier

- **No comments.**

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

6:08 PM MOTION: Move approval of the agenda with the swap of Items 7 and 8.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

1) **Jackie Trancynger – Acapuko Dr, Jensen Bch.; Commented to urge the commission to support the lawsuit. Commission does some things she objects to but urges Commissioners to go see speaker, Dr. Sullivan who will be speaking at the Martin County Conservation Alliance in March.**
2) **Darrell Brand – Island Creek Trail, Palm City; Member of Rivers Coalition, but representing himself, presented the Commission with a poster from the Stuart News in 1961 and read an excerpt from it.**
3) **Armond Pasquale – Seminole St.; Commented on his concerns about a gas line that was installed in front of his building today. Feels it is putting his life and the life of others in danger.**
4) **Betty Brinkley – Nassau Ave.; Congratulated Commissioner Glass Leighton and wished her well. Commented on a water test done at her home and she was told her water was not safe, complaint about bright street lights, and that in 2015 and 2019 the County and City's website had racist remarks.**

***City responded that a private water company was trying to sell a product and assured Brinkley that the water meets all regulations. David Peters will contact her to perform a water test.**

CONSENT CALENDAR

3. AWARD RFP # 2020-101 PROFESSIONAL ENVIRONMENTAL CONSULTING SRVICES:

RESOLUTION No. 10-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD RFP NO. 2020-101: PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES TO EW CONSULTANT, INC., OF STUART, FLORIDA, ENGINEERING DESIGN & CONSTRUCTION, INC., OF PORT SAINT LUCIE, FLORIDA, TETRA TECH OF STUART, FLORIDA, AND CARDNO OF STUART, FLORIDA ON AN "AS NEEDED" BASIS.

4. AMENDMENT 1 TO DRINKING WATER REVOLVING FUND LOAN AGREEMENT:

RESOLUTION No. 14-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430430. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. 2019 JUSTICE ASSISTANCE GRANT:

RESOLUTION No. 15-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A BUDGET AMENDMENT (BA #1) TO THE 2019-2020 ANNUAL GENERAL FUND, OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF THE 2019 JUSTICE ASSISTANCE GRANT; AUTHORIZING THE APPROPRIATION OF GENERAL FUNDS; AUTHORIZING THE EXPENDITURE OF FUNDS FOR SIMMUNITIONS TRAINING PROGRAM; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

6. APPOINTMENT OF COMMISSIONER BECKY BRUNER AS ALTERNATE TREASURE COAST REGIONAL LEAGUE OF CITIES (TCRLC) BOARD MEMBER.

END OF CONSENT CALENDAR

6:23 PM MOTION: Move approval of the Consent.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMISSION ACTION

***Clerks Note – Swapped Item #7 & #8.**

6:24 PM 8. CITY OF STUART vs ARMY CORPS OF ENGINEERS RE: LAKE OKEECHOBEE:

RESOLUTION No. 17-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DIRECTING THE CITY ATTORNEY TO FILE A CAUSE OF ACTION AGAINST THE ARMY CORPS OF ENGINEERS TO SEEK RELIEF FROM SUMMER DISCHARGES INTO THE ESTUARY, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Mortell reviewed the draft lawsuit provided to the Commission on Friday.

Public Comment:

1) **Jo Neeson – Indian River Dr., Jensen Bch.; In support of the lawsuit, hopes the County joins the effort.**
2) **Jim Vopal – Osceola St.; In support of the lawsuit, commented on the changes he has seen in the river over the years and health effects of the algae issues. Feels public would help fund the suit.**
3) **Blair Wickstrom – Cardinal Way; In support of the lawsuit, commented on the lake levels.**
4) **Mary Radabaugh – Alice Ave.; In support of lawsuit; brought forward stack of paper stating it contained correspondence with the Army Corp of Engineers and testing documents.**

5) **Maggy Hurchalla – Nassau Terr.; In support of the lawsuit; feels the Corp will listen.**
6) **Peter Upton – Shore Terr.; Feels the City should look at lawsuit carefully before moving forward but commends them for their courage. Commended on both sides.**
7) **Christina Maldonado – 7th St.; Parent and Veterinarian, in support of lawsuit.**
8) **Nick Vessio – Coldspring Dr., Jensen Bch., In support of the lawsuit.**
9) **Gary Goforth – Hawk View Circle; Environmental Engineer, positive environmental progress rarely happens without litigation, encouraged City to continue working with other agencies to build consensus. Offered donation of $10,000 worth of his expert services time to the City and County to help with litigation related.**
10) **Taryn Kryzda – Monterey Rd.; Commented that the County had allocated $145,000 towards the efforts relative to the LOSOM and hired 14 various consultants. Stands with the City on this issue but taking a different approach, the County has sued the Army Corp of Engineers in the past and has paid dearly for it.**
11) **Mark Perry – Ocean Blvd.; In support of the lawsuit, commented on lake levels.**
12) **Glenn Kellis – Akron Ave.; In support of the lawsuit, commented on keeping up the momentum.**
13) **Frank McChrystal – Commented that the commissioners voting against this lawsuit would be trapped because it could hurt their political careers, but he feels there are already others actively working to end the discharges and the City should not waste tax payer dollars.**
14) **Becky Harris – St. Lucie Blvd.; In support of the lawsuit, had one of the six dogs that got sick from the river algae.**
15) **Mike Connor – Pinesap Place, Jensen Bch.; Commented on the Clean Waters Act, City will need co-plaintiffs such as River Keepers; in support of the lawsuit.**
16) **Douglas Ashley – Dixie Hwy., Jensen Bch; in support of the lawsuit.**
17) **Kevin Flis – St. Lucie Blvd.; In support of the lawsuit; commented on his concerns for his family due to the algae, have considered moving.**
18) **John Maehl – Waterlily, Jensen Bch; MC Ecosystem Division Manager, Commented on Martin County's position and concerns of the river. County proposing to work within the legal process and have had cooperation with the state and federal partners, feel it's the best approach for the County at this time.**

7:31 PM Commissioner Matheson thanked all for their support and commented that the health and safety of our residents is top priority.

Vice Mayor Clarke thanked Commissioner Matheson for the courage to initiate this. Like others, she agrees that this is expensive and may or may not do something but feels this is about us in Stuart as a community and we must do something.

Commissioner Glass Leighton commented that her position as of last meeting has not changed. Feels we must move forward and continue with the draft lawsuit.

Mayor Meier thanked the County and stated we would like to work alongside them, commented on all the County is and has done but is happy to have heard from members of the community. Feels the City needs to take the time needed to create a strategy.

7:52 PM MOTION: To give our City Attorney the authority to file litigation against the Army Corp of Engineers once that draft is finalized, at his discretion, upon or prior to the filing, I would like us to ask for professional mediation with the Corp. I am calling now, on the record, for all the help of legal experts and scientists willing to give us their professional opinion towards our success. I want to put on the record, that we want to work with the Corp, but we don't want to get pushed around anymore. You did it in 2019 and you were very clear your priority was health and human safety and I think public perception has a lot and all of us saw US Sugar's lawsuit and 6 months later the Corps focus over the holidays was on water supply. Now, that's just the publics view and I explained that to Lt. Colonel Polk, but all of us up her have to deal with public perception a lot and they do to, and the top priority moving forward, the way water's managed must be health and human safety.
***7:54 PM Matheson restated MOTION:* [Give our City Attorney the authority to file litigation against the Army Corp of Engineers once the draft is finalized at his discretion. Upon or prior to the filing, I would like us to ask for professional mediation with the Corp.]**
***7:58 PM Matheson modified his MOTION:* [At our City Attorney's discretion he can bring us back the final draft to review prior to a meeting as an action item.]**
Moved by: Commissioner Matheson
Seconded by: Commissioner Glass Leighton
Motion passed unanimously. 8:16 PM

Commissioner Glass Leighton discussed that per the language of the motion, the changes the Attorney makes to the lawsuit would be up to his discretion, but she feels it should be brought back before the Commission for review.

City Attorney Mortell reported on the general litigation procedure process. Commission discussion.

8:17 PM 7. ST. LUCIE ESTUARY ADVOCATE POSITION

City Manager Dyess reviewed his research for the position requested and provided the description of authorized personnel/representatives of the PDT Meetings.

Commissioner Glass Leighton commented that she feels that the each of them as commissioners can speak with Congressman Mast and Representative Overdorf and does not feel they should hire someone who should go and speak with these representatives on their behalf. Each of them has the power and passion to make the changes they want, and it should be one of them. Is in support of Matheson being the person to go to the PDT Meetings on the Commission's behalf and is willing to donate from her travel budget.

Commissioners continued discussion of Commissioners Glass Leighton's suggestion including the various needs of the person representing Stuart.

8:23 PM MOTION: Motion that we nominate Commissioner Matheson to be our City PDT representative and fund his travel to the meetings.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Bruner
Motion passed unanimously. 8:44 PM

Discussion of the specific needs and qualifications. Commissioner Glass Leighton commented that she feels it is important for Ben Hogarth to still attend the meetings with Commissioner Matheson.

Public Comment:

1) **Maggy Hurchalla – Nassau Terr.; Commented on the large number of LOSOM Meetings and the City needs someone who understands the law and the biology and hydrology of this.**
2) **Ed Ciampi – Commented that he can advocate at the next County meeting that they have a stronger level of communication on this issue and can work together to communicate on this issue or attend the meetings.**

Ben Hogarth, Community Services Liaison, came forward and commented on his role in attending the LOSUM Meetings. Commissioners complimented Ben on the work he has done with the program.

Mayor Meier passed the gavel to Vice Mayor Clarke in order to make a Motion.

8:48 PM MOTION: Direct staff to bring back a full-time employee position for a river defender, a full-time employee that focuses solely on developing and implementing our strategy as it relates to the river. Somebody with legal background that has a resume that can demonstrate their experience with legislative matters, some experience with law, environmental law.
Moved by: Mayor Meier
Seconded by: Commissioner Matheson
Motion withdrawn. 8:59 PM

Discussion of funding included the option of using the remaining river fund up through September, but beyond that would call for raising taxes or cutting other positions.

8:59 PM MOTION: Motion to table the river defender item at this point.
Moved by: Commissioner Matheson
Seconded by: ---
Motion died for lack of second.

9. BUDGET AMENDMENT #2 - RIVER DEFENSE FUND:

RESOLUTION No. 18-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A BUDGET AMENDMENT TO THE 2020 ANNUAL STORMWATER FUND, OPERATING BUDGET; AUTHORIZING THE APPROPRIATION OF FUNDS; AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE "RIVER DEFENSE FUND"; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

9:01 PM MOTION: Motion to approve.
Moved by: Commissioner Matheson
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

9:02 PM ** Mayor called a 5-minute RECESS. **

9:09 PM Meeting called back to order.

ORDINANCE FIRST READING

10. (CONTINUED FROM JANUARY 13, 2020 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, AMENDEDING 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 HEREW ITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Stephen Mayer, Development Department Senior Planner presented to include the LPA and staff recommendations.

9:14 PM MOTION: Motion to approve as written, Ordinance 2421-2020.
Moved by: Commissioner Matheson
Seconded by: Commissioner Bruner
Motion passed unanimously.

11. ABANDONMENT OF A PORTION OF COCONUT AVENUE RIGHT-OF-WAY:

ORDINANCE No. 2425-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHTOF- WAY WITHIN THE CITY BEING THAT CERTAIN 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 W ESTERN 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.

Tom Reetz, Development Department Senior Planner presented.

9:17 PM MOTION: Move approval of 2425-2020 at First Reading.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

ORDINANCE SECOND READING

12. 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 Department Director presented on the amendment to remove the incorporation of inclusionary housing requirement.

9:19 PM MOTION: Move approval of Ordinance No. 2423-2020 on Second Reading.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

13. 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, Development Department Director reviewed the Ordinance.

9:20 PM MOTION: Move approval of Ordinance No. 2424-2020 on Second Reading.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

14. 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 reviewed the Ordinance and reported that he added a definition of a surplus residential unit on page 8 and a footnote referring to the number of transfers on page 9.

9:23 PM MOTION: That staff bring back this item, adding language impact fee credits shall be tied to create affordable housing should they be transferred to a new property.
Moved by: Commissioner Matheson
Seconded by:
Motion dies for lack of second.

9:26 PM MOTION: Move approval.
Moved by: Commissioner Bruner
Seconded by: Commissioner Glass Leighton
Motion passed 3/5. **9:37 PM**

Matheson	**NO**
Glass Leighton	**YES**
Bruner	**YES**
Clarke	**YES**
Meier	**NO**

Public Comment:

1) **Helen McBride – Flamingo Ave.; Commented that the impact fees provide funds for the local schools, sidewalks, roads, and the City needs this money and the developers who receive the credits are not here for the long term.**

DISCUSSION AND DELIBERATION

15. DISCUSSION ON FILLING THE GROUP IV COMMISSION SEAT TO BE VACATED BY COMMISSIONER GLASS LEIGHTON IN JUNE.

City Attorney Mortell commented with congratulations to Commissioner Glass Leighton but noted that the letter provided by the Commissioner at the January 13th meeting is not an official letter of resignation, therefore, this vote is all contingent upon Commissioner Glass Leighton's actual resignation.

9:39 PM MOTION: Move to have a special election at the August Primary Election and leave the seat vacant from the time of resignation until the election occurs. (Special election only stated for the purpose of it being an even number election year, 2020 instead of 2021 election.)
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Bruner
Motion passed unanimously.

9:42 PM ADJOURNMENT

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

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

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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

5:31 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

Chaz and Loretta Russell enthused the audience and proudly accepted a Certificate of Appreciation presented by the Mayor.

PROCLAMATIONS

5:38 PM COMMENTS BY COMMISSIONERS

Commissioner Glass Leighton

- **Commented that she has received many comments from the public about the pending lawsuit and the opportunity for the City to get into a frivolous lawsuit; would like the City to keep this in mind as they move forward.**

Commissioner Matheson

- **Commented on the increased communication between the City and County since the announcement of this lawsuit. All concerned about the financial aspect of the lawsuit, so not want to increase taxes, file a frivolous lawsuit, or hire a full-time legal river advocate.**
- **Commented on two legal paths, one being injunctive relief on an operational suit during dry season, and two being toxic water health and human safety. If we do decide to enter litigation, we need a leader. Honored that he was nominated to be the PDT representative and is interested in serving but still would like to use the river defense fund to seek outside consultant to reach our goal, including litigation and LOSOM.**
- **Interested in the discussion of LOSOM at the Joint City/County/School Board Meeting at the Blake Library on February 13th at 9 a.m.**

Mayor Meier recognized South Florida Water Management District governing board member, Jacquie Thurlow-Lippish and former Stuart Commissioner Carol Waxler in the audience.

Commissioner Bruner

- **Thanked Commissioner Matheson for his efforts over the past month and is pleased with all we have learned.**

Vice Mayor Clarke

- **Echoes all comments regarding the lawsuit and agrees that we do not want a frivolous lawsuit, but Stuart is on the map in the center of this issue and encourages Ben Hogarth to continue to update them with the information.**
- **Commented on Arts Fest and the glass show at the Cultural Arts Center.**
- **Announced following February community events: Feb. 11th at Flagler Center/Heritage Meusem Martin County History at 7 p.m., Feb. 13th, Joint City/County/School Board Meeting at Blake Library at 9 a.m., Feb. 21st at 1 p.m. a Genealogy Lecture at Morgade Library.**
- **Requested a Black History Month Proclamation be presented on Feb. 22nd at the East 10th Street Community Center during a celebration event.**

Mayor Meier

- **Commented that he has spent time with environmental leaders and Gary Goforth provided a draft vision statement which is provided for all the Commissioners. Asked Commissioners to please read the document.**
- **Announced that Senator Gayle Harrell joined a bi-partisan working group to address Lake Okeechobee and plans to meet with her in Tallahassee over the next few days and will return with an update.**
- **Tracking bad bills regarding short-term rentals and property rights, encourages all to contact their legislators.**

COMMENTS BY CITY MANAGER

City Manager Dyess commented that he forwarded the vision statement to Ben Hogarth as well but would like comments or feedback from the Commission as a whole for those who attend the PDT Meetings.

APPROVAL OF AGENDA

5:57 PM MOTION: Move approval of the agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

CONSENT CALENDAR

2. APPROVAL OF 01/13/2020 SCM AND 01/13/2020 CCM MINUTES.

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

4. AUTHORIZE SFWMD GRANT AGREEMENT FOR THE FLORIDAN AQUIFER WELL: 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 W ELL; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

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

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:

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

5:57 PM MOTION: Move approval of the Consent.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMISSION ACTION

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

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 LAW S AND ORDINANCES REGULATING PLASTICS; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Matheson explained these bills in support of Home Rule and feels Stuart should support these bills.

Brief discussion regarding local verses state level support. Mayor Meier reported that the City of Hallandale Beach shares many of our common goals and will contact them for a letter pertaining to this subject.

6:03 PM MOTION: They bring back supportive language if you have it on this issue.
Moved by: Commissioner Matheson
Seconded by: ---
Died for lack of second.

Mayor Meier commented that he does not feel a motion is necessary and he plans to work with the Manager to include the topic on the next agenda.

Resolution No. 24-2020 failed with no vote.

ORDINANCE FIRST READING

6:05 PM 8. REZONING FOR DOLPHIN DRIVE - MEDALIST BUILDING GROUP: 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.

Stephen Mayer, Development Department Senior Planner presented the location, future land use, zoning map and general information on the subject property.

Applicant was not in attendance. Commissioner discussion included the conditions and timeframe.

6:15 PM MOTION: Move approval of the proposed Ordinance as published by staff with the added language with regard to [meeting conditions 45/60 days after approval of Ordinance on second reading, otherwise, it becomes void.]
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

Public Comment:

1) **Helen McBride – Flamingo Avenue; Requested clarification on whether the alleyways are back up for sale.**

City Attorney stated that is a different item.

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

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.

3 People sworn; Kevin Freeman and Stephen Mayer of City of Stuart Development Department, Carol Waxler, Attorney for the Owner.

Applicant Carol Waxler provided the Clerk/Commission with photographs of the building/area at the beginning of the meeting.

Stephen Mayer presented on the subject property minor amendments to the PUD. Applicant Carol Waxler come forward explaining her position as attorney for the owner and managing member and the minor amendment for the elevations to be changed.

6:29 PM MOTION: Move for approval of Ordinance No. 2429-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

ORDINANCE SECOND READING

10. 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, AMENDEDING 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.

6:31 PM MOTION: Approval on Second Reading since there have been no changes.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

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

ORDINANCE No. 2425-2020; A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHTOF- WAY WITHIN THE CITY BEING THAT CERTAIN 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.

6:33 PM MOTION: Approve Ordinance No. 2425-2020.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

City attorney noted for public clarification that in this case, it is in an abandoned right-of-way that wasn't being maintained by the City and years ago, the adjacent property owner applied to request the Commission pass a Resolution and then have an Ordinance public reading so public concerns could be addressed.

DISCUSSION AND DELIBERATION

6:35 PM ADJOURNMENT

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

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

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** David D. Peters

Title of Item:

AMENDMENT TO APPENDIX A OF THE CITY'S CODE OF ORDINANCES (RC):

RESOLUTION No. 20-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING APPENDIX "A" BY AMENDING CHAPTER 10, CHAPTER 12, CHAPTER 34. CHAPTER 36, AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

This item proposes amendments to Appendix A to the City's Code of Ordinances. The amendments incorporate changes recommended by the Community Redevelopment Agency, the Development, Police, Public Works and Community Services departments.

The amendments affect the following Chapters of Appendix A:

The application types, fees, rates, and charges in Chapter 10 of Appendix "A" are amended to include fees to reinstate expired permits and permit time extensions.

The application types, fees, rates, and charges in Chapter 12 of Appendix "A" are amended to align with Martin County's towing and storage fees.

The application types, fees, rates, and charges in Chapter 34 of Appendix "A" are amended to correct a rounding error.

The application types, fees, rates, and charges in Chapter 36 of Appendix "A" are amended to include more descriptive language relating to fees, the addition of fees for the Stuart Shuffleboard Community Center, Wayfinding sign fees, and Tram advertising fees.

The application types, fees, rates, and charges in Chapter 42 of Appendix "A" are amended to correct a rounding and scribner errors.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 20-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R20-2020	2/17/2020	Resolution add to Y drive
🗋	Appendix A	2/17/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 20-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING APPENDIX "A" BY AMENDING CHAPTER 10, CHAPTER 12, CHAPTER 34. CHAPER 36, AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, pursuant to various provisions of the City Code, the City Commission has determined that certain rates, fess, and charges for municipal services be amended.

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

SECTION 1: The application types, fees, rates, and charges in Chapter 10 of Appendix "A" are amended to include fees to reinstate expired permits and permit time extensions.

SECTION 2: The application types, fees, rates, and charges in Chapter 12 of Appendix "A" are amended to align with Martin County's towing and storage fees.

SECTION 3: The application types, fees, rates, and charges in Chapter 34 of Appendix "A" are amended to correct a rounding error.

SECTION 4: The application types, fees, rates, and charges in Chapter 36 of Appendix "A" are amended to include more descriptive language relating to fees, the addition of fees for the Stuart Shuffleboard Community Center, Wayfinding sign fees, and Tram advertising fees.

SECTION 5: The application types, fees, rates, and charges in Chapter 42 of Appendix "A" are amended to correct a rounding and scribner errors.

SECTION 6: The City Commission retains jurisdiction over the rate schedule and any administrative costs, which may be later amended from time to time, by Resolution.

SECTION 7: This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

Code Section	Subject	Fees, Rates and Charges

Chapter 2. Administration

2-217	Copies of city records:		
		For each one-sided legal or standard length page	$0.15
		For each two-sided legal or standard page	$0.20
	Certification of a public record as a true and accurate copy of an original public record, each		$1.00
2-218	Service fee for dishonored checks:		
	(a)	Face value not exceeding $50.00	$25.00
	(b)	Face value more than $50.00 but not exceeding $300.00	$30.00
	(c)	Face value more than $300.00, greater of	$40.00 or five percent of the face amount of the check, draft or order
2-220	Fees for fire-rescue related services		
	The following fees for certain services provided by the city in relation to fire-rescue emergency services and special activities are hereby established and shall be charged and collected:		

		Foam or wetting agent use	$150.00 per five gallons
		EMS transport fees	
		Basic life support	$597.00
		Advanced life support	$674.00
		Advanced life support 2	$788.00
		Specialty care transport	$915.00
		Waiting fee ($360.00 per hour after first 30 minutes of waiting to transport, or waiting to discharge patient to tertiary care)	$360.00
		Mileage—per loaded mile	$11.00
	Appropriate service level fees (above), plus mileage, will be charged for incidents requiring transport, with the following exception: events that require ALS interventions and do not result in transport shall be billed at the BLS service rate, without mileage.		
	Events that require Advanced Life Support (ALS) assessment or treatment and do not result in a transport are billed the appropriate service level fee, without mileage.		
	Actual hourly rates, and FEMA equipment scheduled rates shall be charged in connection with investigating, mitigating, minimizing, removing or abating the release of hazardous substances and hazardous waste, including, but not limited to: •The cost of actual labor of city personnel or its agents, •Of equipment operation and rental, •Of expendable items such as, including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent materials, sand, recovery drums, chemical protective clothing, gloves, and testing equipment, and of action taken by the city to recover such costs.		

2-221	Fingerprinting services fee	$10.00
2-222	Court costs for criminal justice education for local government	$2.00

(Res. No. 77-09, § 1, 7-13-2009; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 86-2014, § 2(Exh. A), 9-10-2014 ; Res. No. 92-2018 , §§ 1—6, 9-24-2018)

Chapter 10. Buildings and Building Regulations

10-1	Building permit fees:		
	(a)	The following fees for building permits and other related permits are hereby established and shall be charged and collected prior to issuance:	
		General construction:	
		$0.00 to $50,000.00, greater of	$106.00 or $22.00 for first $1,000.00 or fraction thereof plus $6.00 for each additional $1,000.00 or fraction thereof thereafter minimum $106.00
		Over $50,000.00 up to and including $100,000.01	$342.00 plus $7.00 per $1,000.00 or fraction thereof above $50,000.00
		Over $100,000.00 up to and including $500,000.00	$585.00 for the first $100,000.00 plus $6.00 per each additional $1,000.00 or fraction thereof
		Over $500,000.00	$2,796.00 plus $3.00 per $1,000.00 or fraction thereof above $500,000.00
		Minor misc. permit includes all sub permit fees	$106.00

		Alarm decal	$24.00
		Swimming pools (based upon 4 required inspections)	$424.00
		Signs: (Sign permit fee waived for applications for monument signs that replace existing pole signs with monument signs and which are submitted on or before August 30, 2022)	$212.00
		Driveways, paving (based upon 2 required inspections)	$324.00
		Sign: Nonelectrical	$106.00
		Sign: Electrical	$132.00
		Window and door permits	$106.00
		Fences	$106.00
		Water heater replacement permit fee	$99.00
		Screen rooms, carports with foundations—3 inspections	$318.00
		Pre-Manufactured accessory buildings	$106.00
		Accessory buildings constructed on site (based upon 4 required inspections)	$424.00
		Electrical	Greater of 0.15% of building valuation or $106.00 min
		Plumbing	Greater of $4.00 per fixture or $106.00 min
		Residential renovations and additions up to $5,000.00	$106.00
		Residential renovations and additions between $5,000.00—$10,000.00	$106.00 plus number of required inspections based upon plans

		Commercial renovations and additions up to $10,000.00	$106.00 plus number of required inspections based upon plans
		Plan review fee ½ the permit fee or $142.00 single family residence.	
		Plan revision review to issued permits residential	$25.00 per page
		Plan review re-review	$106.00
		Reinstate expired permit	$106.00
		Permit Time Extensions	$50.00
		Unlicensed contractor 1 st offense $500.00 2 nd offense $1,000.00 3 rd and subsequent offense $2,000.00	Up to $2,000.00
		Plan revision review to issued permits commercial	$50.00 per page
		Demolition:	$106.00 plus $0.75 for each additional 1,000 cubic feet above $100,000.00
		Working without a permit	4 times the required permit fee
		Re-inspection or inspection, per inspection	$106.00
		Plan review resubmittal fee, 25% of the plan review fee to be charged in the event a third plan review is necessitated due to the failure of the applicant to adequately respond to the plan review comments of the city development department	
		Any violation of the chapter 10, land development code, state building code, unless otherwise regulated	$500.00 per each violation
		Fees set forth to be reviewed April 1 st each year and only changed per resolution of the city commission	

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 81-2011, § 1, 9-12-2011; Ord. No. 2182-09, 7-13-2009; Res. No. 42-2010, §§ 1, 2, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 92-2018, §§ 1—6, 9-24-2018; Res. No. 37-2019, § 2, 3-25-2019; Res. No. 81-2019, § 1, 9-23-2019)

12-45	Processing fee for permit for outdoor uses and activities	$25.00
12-46	Unpermitted Event/Activities	$250.00
12-73	License fee for special sales	$50.00
12-77	License renewal fee for special sales	$50.00
12-106	License fee for taxicabs and vehicles for hire (with 10 or fewer passengers)	$50.00
12-130	License fee for wreckers and vehicle towing businesses	
	First truck	$43.75
	Each additional truck	$12.50
12-140	Maximum towing and storage rates for providing services	
	Day or night service [per call]:	
	Class A/Rollback (~~$3.00~~$160.79 plus $5.50 per hooked-up mile)	~~$118.00~~
	Class B (~~$4.00~~$233.41 plus $6.50 per hooked-up mile)	~~$157.00~~
	Class C (~~$6.00~~$363.07 plus $8.50 per hooked-up mile)	~~$262.00~~

	These rates include the first 30 minutes on the scene and the cleaning of debris as necessary	
	After first 30 minutes on scene - will be charged in increments of 30 minutes	
	Additional fees:	
	Underwater dive: certified scuba diver w/full gear	$235.00
	Airbag recovery	$699.00
	Additional manpower (per half hour)	$59.00
	Outside storage (per Day - no charge for first 6 hours)	~~$28.00~~ $93.36
	Inside storage (Per Day - no charge for first 6 hours)	~~$36.00~~ $93.36
	Administrative and clerical costs to comply with Florida State Statutes Ch. 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle	$41.00

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 97-2016, § 1, 9-12-2016; Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 18. Emergency Services

18-64		Alarm system permits and decals	$24.00
		Unregistered Alarm	$100.00
		Renewal	$10.00
18-73		Service charge for excessive false alarms:	
	(1)	For the 3rd and 4th alarm, per alarm	$50.00

	(2)	For the 5th and 6th alarm, per alarm	$100.00
	(3)	For the 7th and 8th alarm, per alarm	$200.00
	(4)	For the 9th and each alarm thereafter, per alarm	$400.00
	(5)	Unregistered user for 1st and 2nd false alarm, per alarm	$100.00
	(6)	Unregistered user for 3rd alarm and thereafter	Double the per alarm cost for a registered user

(Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 20. Environment

20-25	Lot clearing administrative charge	$250.00

(Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 22. Fire Prevention

22-3		Fees for fire prevention related services	
The following fees for certain services provided by the city in relation to fire prevention plan review, inspections and investigations are hereby established and shall be charged and collected:			
	(a)	Plan review fees	
		Site plan (based on project value)	
		Less than $50,000	$75.00
		$50,000 to $500,000	$150.00

		Greater than $500,000	$400.00
		New construction (based on square footage of project)	
		Up to 4,999 sq. ft.	$370.00
		5,000 to 9,999 sq. ft.	$410.00
		10,000 to 14,999 sq. ft.	$450.00
		15,000 to 19,999 sq. ft.	$480.00
		20,000 to 49,999 sq. ft.	$500.00
		50,000 to 199,999 sq. ft.	$670.00
		200,000 to 499,999 sq. ft.	$710.00
		500,000 and up	$950.00
	>Alterations		
		Up to 4,999 sq. ft.	$180.00
		5,000 to 9,999 sq. ft.	$210.00
		10,000 to 14,999 sq. ft.	$225.00
		15,000 to 19,999 sq. ft.	$240.00
		20,000 to 49,999 sq. ft.	$250.00
		50,000 to 199,999 sq. ft.	$340.00
		200,000 to 499,999 sq. ft.	$360.00
		500,000 and up	$475.00
		Fire alarm	

		Up to 999 sq. ft.	$120.00
		1,000 to 4,999 sq. ft.	$160.00
		5,000 to 9,999 sq. ft.	$210.00
		Greater than 10,000 sq. ft.	$250.00
		Fire sprinkler	
		Aboveground, 1—5 heads	$75.00
		Aboveground, 6—50 heads	$190.00
		Aboveground, 51—100 heads	$230.00
		Aboveground, 100—300 heads	$300.00
		Aboveground, 300—1,000 heads	$500.00
		Aboveground, greater than 1,000 heads	$700.00
		Underground	$180.00
		Fire suppression system	
		(Hood—grease or hazardous vapor/gas)	$140.00
		Wet or dry agent	$140.00
		Residential fire sprinkler	$100.00
	(b)	Plus on-site inspection fees as shown below:	
		Required annual fire inspections fee schedule, per occupancy:	
		0—2,500 square feet	$50.00
		2,501—5,000 square feet	$100.00

		5,001—20,000 square feet	$200.00
		20,001—100,000 square feet	$300.00
		Over 100,000 square feet	$500.00
		Business tax receipt fire inspection	$100.00
		Additional occupancy in building	$50.00 per sublet portion of building
		Public fireworks display	$270.00
		Sparkler vendor (per season)	$100.00
		Standpipe—water flow test site	$380.00 per standpipe
		Water flow test (hydrant/sprinkler)	$200.00 per hydrant
		Water flow test hydrant—witness	$50.00 per hydrant
		Fuel tank inspections:	
		Abandonment or removal	$140.00
		Aboveground	$140.00
		Underground	$140.00
		Tenant Improvement inspections:	
	Up to 4,999 sq. ft.		$320.00
	5,000 to 9,999 sq. ft.		$340.00

		Over 10,000 sq. ft.	$400.00
	(c)	Hourly inspection investigation rates.	
		Fire inspector—hourly rate	$35.00
		Fire inspector supervisor—hourly rate	$40.00
		Fire prevention chief—hourly rate	$75.00
		Clerical—hourly rate	$40.00
		Legal—hourly rate	$90.00
	There will be no additional charge for a second inspection if all violations have been corrected. For a third and subsequent inspections due to noncompliance, a fee of double the above fee shall be assessed for each such inspection.		
	All fees are due within 30 days of date of inspection. Any delinquent accounts will be charged a late fee of $25.00. Any delinquent accounts past 60 days will be charged double the original inspection fee.		
	(d)	Lightweight roof truss placards:	$5.00
	(e)	Unless otherwise provided by resolution of the city commission, fees set forth in this section shall be increased effective April 1 each year by the lesser of three percent or the Consumer Price Index published by the U.S. Department of Labor, U.S. city average, all items. The computed amount shall be rounded downward to the nearest whole dollar amount.	

22-26	Surcharge for recovery of cost of hazardous substance and hazardous waste cleanup; code enforcement, greater of	$100.00 per day for each day that the bill for such cost remains unpaid or ten percent of the total amount of the bill.

(Res. No. 77-09, § 2, 7-13-2009; Res. No. 42-2010, § 1, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 30. Parks and Recreational Areas

30-24	Park event fees. See 36-61 et seq., Recreation facility and special events fees.

(Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 32. Planning and Development

32-2	*Application Type*	*Fee*
	Planned unit development (PUD)—Rezoning designation	$3,584.00
	Planned unit development amendment (PUD) (major)	$3,148.00
	Planned unit development amendment (PUD) (minor)	$2,099.00
	Urban planned unit development (PUD) containing a minimum of 5 bungalow residential units	$1,500.00
	Major development plan (site)	$2,099.00
	Minor development plan (site)	$1,678.00
	Residential development plan	$839.00
	Amendment to approved site plan	$839.00
	Plat	$839.00
	Large scale comprehensive plan amendment	$2,099.00
	Small scale comprehensive plan amendment	$1,836.00
	Land development code text amendment	$1,049.00

	Zoning map change—Rezoning non-PUD	$1,049.00
	Major conditional use	$1,574.00
	Minor conditional use	$524.00
	Urban code major conditional use	$1,574.00
	Urban code minor conditional use	$524.00
	S.E. Ocean Boulevard overlay zone major conditional use	$1,574.00
	S.E. Ocean Boulevard overlay zone minor conditional use	$524.00
	East Stuart Code major conditional use	$1,574.00
	East Stuart Code minor conditional use	$524.00
	Annexation (single family residential)	No fee
	Annexation (governmental or non-taxable entity)	No fee
	Annexation (small scale improved property less than 10 acres)	$1,836.00
	Annexation (other not listed)	$2,099.00
	Variance—Board of adjustment	$839.00
	Variance—Administrative	$102.00
	Letter of determination—Binding	$314.00
	Letter of determination—Zoning	$41.00
	Mural permit	$250.00
	Revocable permit—City manager (residential)	$102.00
	Revocable permit—City commission (commercial)	$256.00

	Administrative appeal	$419.00
	Application for award of floor space for consumption on premises (COP) of alcoholic beverages in the old downtown district	$1,000.00
	Right-of-way abandonment (+ appraised value)	$787.00
	Doggy dining application	$110.00
	Doggy dining renewal	$25.00
	Plan review resubmittal, 25 percent of the initial review fee in the event modifications are added by the applicant during the review process or after issuance of the building permit or in the event a third plan review is necessary because of the failure of the applicant to adequately respond to plan review comments of the city development department.	
	Unless otherwise provided by resolution of the city commission, fees set forth in this section shall be increased effective April 1 each year by the lesser of three percent or the Consumer Price Index published by the U.S. Department of Labor, U.S. city average, all items. The computed amount shall be rounded downward to the nearest whole dollar amount.	

32-61	Schedule of impact fees; calculation; and administrative fee					
	(a)	Impact fees for new construction within the city limits shall be as follows:				
		Residential Per Housing Unit	*Parks*	*Multimodal*	*Public Safety*	*Total*
		Single unit	$121.00	$1,202.00	$714.00	$2,037.00
		2+ units per structure	$65.00	$840.00	$386.00	$1,291.00
		Non-Residential (per 1,000 square feet of floor area)				

		Industrial		$242.00	$351.00	$593.00
		Commercial		$1,618.00	$537.00	$2,155.00
		Institutional		$646.00	$241.00	$887.00
		Office & other services		$700.00	$677.00	$1,377.00
	(b)	Uses that are not specifically set forth in the above schedule shall be calculated according to the most similar use on the schedule.				
	(c)	The calculation of impact fees for new development shall be based upon the net increase in impact of the new development or redevelopment as compared to the most recent previous use.				
	(d)	If a building permit is requested for a mixed use development, then the impact fees shall be determined according to the fee schedule by apportioning the space committed to uses specified on the fee schedule.				
	(e)	If the type of development activity is not specified on the fee schedule, the city manager shall use the fee applicable to the most nearly comparable type of land use shown on the fee schedule.				
	(f)	An amount not to exceed three percent of the impact fee levied may be added to the total amount due for each impact fee, for the purpose of defraying administrative costs associated with the collection and monitoring of impact fees.				

32-166	Preliminary plans and specifications deposit		$2,000.00
32-168	Procedures on approval of final plans and specifications, inspection fees:		
	a.	Water distribution	Four percent of estimated construction cost with $500.00 minimum per project

	b.	Sewage collection	Five percent of estimated construction cost with $750.00 minimum per project

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 38-2014, § 1, 7-28-2014; Res. No. 69-2017, § 1, 6-12-2017; Res. No. 92-2018, §§ 1—6, 9-24-2018; Res. No. 37-2019, § 1, 3-25-2019; Res. No. 81-2019, § 2, 9-23-2019)

Chapter 34. Solid Waste

34-5	Solid waste collection charges.
	(1) Residential:
	Single-family, duplex and triplex buildings: $19.18 for each dwelling unit.
	Multifamily (four or more units); commercial rate.
	Residential buildings using a dumpster shall be billed as a commercial consumer. Where vehicle access is not available, carts shall be used and the consumer shall be billed as a commercial consumer.
	(2) Commercial (all nonresidential uses): The fee for all nonresidential uses shall be $11.42 per weekly picked up multiplied by cubic yard of garbage as set forth in the following schedule:

Number of Pickups per Week

Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	$22.85	$45.69	$68.54	$91.39	$114.23	$137.08
1	$45.69	$91.39	$137.08	$182.77	$228.47	$274.16
2	$91.39	$182.77	$274.156	$365.55	$456.94	$548.32
3	$137.08	$274.16	$411.24	$548.32	$685.40	$822.48

4	$182.77	$365.55	$548.32	$731.10	$913.87	$1,096.65
6	$274.16	$548.32	$822.48	$1,096.~~93~~95	$1,370.81	$1,644.97
8	$365.55	$731.10	$1,096.65	$1,462.20	$1,827.74	$2,193.29

Unless otherwise determined by the city public works director, the cubic yardage of garbage shall be the cubic yardage of the container used.

(3) Home occupational businesses: Home occupational businesses using 90-gallon containers shall be charged the residential rate plus an additional rate not to exceed $43.51 per container based on the volume of waste generated by each home business as determined by the supervisor.

(4) Commercial roll-off/compactor: The fees for all commercial roll-off/compactor services shall be calculated based on the actual tipping fee and pull rate as set forth in the following schedule:

Container Size (cubic yards)	Fee per Pickup
10 yards	$168.35
20 yards	$179.95
30 yards	$191.57
40 yards	$203.17
Compactor	$267.03

(5) Voluntary commercial recycling: Commercial consumers may elect to participate in a voluntary recycling program. The voluntary program will be established through solid waste audits. Commercial consumers must adhere to the audited findings and will not be eligible for a reduced commercial rate

should future audits determine the commercial consumer has failed to recycle materials identified in the audit.

(6) Commercial recycling: The fee for all commercial uses shall be $5.71 per weekly pickup multiplied by cubic yard of recycling materials as set forth in the following schedule:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	$11.42	$22.85	$34.27	$45.69	$57.12	$68.54
1	$22.85	$45.69	$68.54	$91.39	$114.23	$137.08
2	$45.69	$91.39	$137.08	$182.77	$228.46	$274.16
3	$68.54	$137.08	$205.62	$274.16	$342.70	$411.24
4	$91.39	$182.77	$274.16	$365.54	$456.93	$548.31
6	$137.08	$274.16	$411.24	$548.31	$685.39	$822.47
8	$182.79	$365.54	$548.31	$731.08	$913.86	$1,096.63

(7) Commercial recycling credit: The fee for all commercial garbage collection shall be reduced by $1.00 per weekly pickup multiplied by cubic yard as set forth in the following schedule:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six

½	$20.85	$41.69	$62.54	$83.39	$104.23	$125.08
1	$41.69	$83.39	$125.08	$166.77	$208.47	$250.16
2	$83.39	$166.77	$250.16	$333.55	$416.94	$500.32
3	$125.08	$250.16	$375.24	$500.32	$625.40	$750.48
4	$166.77	$333.55	$500.32	$667.10	$833.87	$1,000.65
6	$250.16	$500.32	$750.48	$1,000.65	$1,250.81	$1,500.97
8	$333.55	$667.10	$1,000.65	$1,334.20	$1,667.74	$2,001.29

(8) Commercial extra pickup fees: The fee for an extra pickup on a commercial dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	$21.10
3	$31.64
4	$42.19
6	$63.29
8	$84.38

(9) Commercial recycle extra pickup fees: The fee for an extra pickup on a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	$10.54
3	$15.81
4	$21.09
6	$31.63
8	$42.17

(10) Commercial extra pickup fees with recycle service: The fee for an extra pickup on a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	$18.79
3	$28.19
4	$37.59
6	$56.38
8	$75.17

(11) Commercial cleanup fees: The fee for cleaning up loose debris surrounding a commercial dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	$21.10
3	$31.64
4	$42.19
6	$63.29
8	$84.38

(12) Commercial recycle cleanup fees: The fee for cleaning up loose debris surrounding a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	$10.54
3	$15.81
4	$21.09
6	$31.63
8	$42.17

(13) Commercial cleanup fees with recycle service: The fee for cleaning up loose debris surrounding a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	$18.79
3	$28.19
4	$37.59
6	$56.38
8	$75.17

(14) Trash pickup fees: The fee for all trash pickup fees shall be based on the load size as set forth in the following schedule:

Load Size	Fee
¼ load = 6 cu yds	$35.03
½ load = 12 cu yds	$70.06
¾ load = 18 cu yds	$105.08
Full load = 24 cu yds	$140.11

(15) Commercial trash pickup minimum fee: The minimum fee for any commercial trash pickup regardless of size shall be no less than a one-fourth load.

(16) Yard trash generated by landscaping business: In addition to the fee based on load size there shall be an additional $66.53 fee for removal of yard trash generated by any landscaping business.

(17) Residential deposits: Residential consumers shall pay a $50.00 deposit to the city upon commencement of a new or re-established containerized service. This deposit shall be returned to the payer upon termination of the solid waste removal service by the city, the payment of all charges due, and return of the container in good and sanitary condition.

(18) Commercial and multifamily deposits: Commercial and multi-family consumers shall pay a deposit equal to three months estimated service charge upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.

(19) Roll-off container deposits: Commercial roll-off container consumers shall pay a deposit of $500.00 upon the commencement of new or re-established service. The deposit will be waived for all existing accounts in good standing. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.

(20) Roll-off compactor deposits: Commercial and multifamily consumers shall pay a deposit of $1,000.00 upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.

(21) Accounting charge: There shall be a charge of $34.00 to establish an account for sanitation service only. After disconnection, a sanitation service shall not again be established without payment of all outstanding sanitation service charges and fees due the city.

(22) No partial service: As a condition of service provided by the city, a consumer may not request to discontinue sanitation service without requesting all services provided by the city be discontinued.

(23) New container service fee: A new container service fee of $15.00 shall be charged for the delivery of a new or different dumpster requested by the consumer. A fee of $75.00 shall be charged for the installation of casters on dumpsters.

(24) Roll-off/compactor service fee: A new roll-off/compactor service fee of $100.00 shall be charged for the delivery of a new roll-off/compactor.

(25) Delinquent account service charge: A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge one and one-half percent interest monthly or fraction thereof on the amount of a delinquent balance of $15.00 or more of charges due the city for the service.

(26) Key-operated dumpster charge: There shall be a charge of $56.00 for installation by the city of a locking device for a key-operated dumpster.

(27) Inaccessible dumpster or roll-off/compactor: There shall be a charge of $15.00 for each return trip necessitated by an inaccessible dumpster and a charge of $135.00 for each return trip necessitated by an inaccessible roll off/compactor.

(28) Change in billing charge: There shall be a charge of $34.00 per unit for any change in service requested by the consumer which requires a corresponding change in the manner or amount of billing by the city.

(29) Dumpster cleaning by city charge: In the event the consumer fails to clean an unsanitary dumpster or roll-off/compactor after five days' notice to do so by the city, the city shall clean the dumpster and shall charge the consumer a fee of $75.00, and $100.00 for roll-off/compactors.

(30) Relocation charge: In the event the consumer requests a relocation of a roll-off/compactor the city shall charge the consumer $75.00 per occurrence.

(31) Loss of container: The consumer is solely responsible and liable for the loss of any roll-off, compactor, dumpster, or cart provided by the city, regardless of cause, including theft, damage, and vandalism. The city shall charge the consumer the actual cost of repair and/or replacement.

(Res. No. 79-08, § 1, 7-14-2008; Res. No. 96-08, § 1, 9-8-2008; Res. No. 36-2010, § 1(exh. A), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 84-2012, § 1(exh. A), 9-10-2012; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; Res. No. 86-2014, § 2(Exh. A), 9-20-2014 ; Res. No. 93-2015, § 1(Exh. A), 9-28-2015 ; Res. No. 84-2016, § 1(Exh.

A), 9-12-2016 ; Res. No. 119-2017 , § 1(Exh. A), 9-25-2017; Res. No. 92-2018 , §§ 1—6, 9-24-2018; Res. No. 81-2019 , § 5, 9-23-2019)

Chapter 36. Streets, Sidewalks and Other Public Places

36-2	Privilege fee for abandoning public property, minimum	$500.00
36-61 et seq.	Recreation facility and special events fees	
36-62	Unpermitted Activities	$250.00

East 10 th Street Community ~~Recreation~~ Center		
Rooms	*Fees*	*Damage Deposit*
~~*10 th Street Recreation Center*~~		
10th Street—Multipurpose room (capacity 50—150 lecture style)	$30.00/hr.	$200.00
10th Street—Meeting room (capacity 50 lecture style)	$25.00/hr.	$100.00
10th Street—Daily rate $300.00~~(8 × $30~~ continuous hours of no more than 12 hours~~or more) from (8:00 a.m.—11:00 p.m.)~~	$300.00	$200.00
10th Street—Bereavement rate	$25.00/hr.	NA
~~10th Street—Damage Deposit~~	~~$60.00~~	~~$60.00~~
Stuart Shuffleboard Community Center		
Community Center Hourly Fee	$25.00	$25.00
Community Center Daily Rate	$250.00	10~~25~~0.00

Community Center Security Deposit	~~$100.00~~	$100.00
Shuffleboard Court Rental Per 3-Hour Period	$25.00	$25.00

Miscellaneous Charges

Late fee (begins 15 minutes after scheduled event end-time)	After the first 15 minutes, $25.00 per 15 minutes or any increment thereof	
Kitchen use	$25.00 (one-time fee)	NA
Community days (Tuesdays and Thursdays) for 501(c) organizations	1 per a month (6:00 p.m.—9:00 p.m. only)	NA
Game Room Use	One-Time Fee	$25.00

Athletic Field Rental Fees		
Use	*Fees*	*Duration*
Sailfish Ball Park		
Softball/baseball field #1—4 reservations	$25.00 per field (three hrs.)	3 hours
Additional hours of use	$10.00 per field	Per hour

Tennis courts	Free	NA
Athletic Facilities/Guy Davis Park		
Baseball/soccer/football field reservations	$25.00 per field (three hrs.)	3 hours
Additional hours of use	$10.00 per field	Per hour
Tennis courts	Free	NA
Concession stand	$25.00	3 hours
Field Lighting Charges		
Softball/baseball field	$150.00 per field	Per hour
Soccer/football field	$150.00 per field	Per hour
Softball/baseball field	per 3-hours	$25.00
Soccer/football field	Per 3-hours	$25.00
Light use in excess of 3-hours (in addition to hourly rate) All uses will be calculated per 30-minute increments	Per 3-hours	$25.00
Field Lining Charges		
Baseball/softball/kickball	$25.00 per field	Per request
Soccer	$125.00 per field	Per request

Football/lacrosse	$150.00 per field	Per request
Tournament Fees		
Tournament deposit	$150.00 per event	Refundable or can be applied to any additional fees incurred
Baseball/softball fields	$175.00 (2 fields)	Per day (does not include lining or lighting)
Additional baseball/softball fields	$100.00 per field	Per day (does not include lining or lighting)
Soccer/football/lacrosse/rugby	$100.00 per field	Per day (does not include lining or lighting)
Staffing fees incurred after normal hours	$25.00 per hour	Per employee, per day (can be paid out of tournament deposit)
Concession	$100.00	Per use
Tennis courts— Rental for (Tournament/instructional) Rental times are limited to Monday's, Wednesday's and Friday's from 11:00 AM – 1:00 PM. All other times are for recreational play.~~only~~	$25.00	3 hours

City manager (or designee) reserves the right to enter into collaborated agreements with qualified 501(c)3 organizations and offer priority scheduling.

Park/Pavilion Rentals		
Park	*Fees*	*Description*
Flagler Park pavilion 1	$85.00/day	Large 34'x34' with five picnic tables

Flagler Park pavilion 2	$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 3	$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 4	$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 5	$85.00/day	Large 21'x6' with four picnic tables
Flagler Park Basketball Courts. Rental is for tournaments, instruction, and private parties. All other times are for recreational play	3-hour block.	$25.00
Shepard Park pavilion 1	$85.00/day	Large 24'x30' with four picnic tables
Kiwanis Park pavilion—Thelma	$85.00/day	Large 24'x24' with four picnic tables
Kiwanis Park pavilion—William	$85.00/day	Large 24'x24' with four picnic tables
Memorial Park pavilion 1	$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 2	$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 3	$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 4	$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 5	$35.00/day	Small 12'x12' with one picnic table

MLK pavilion 1	$55.00/day	Medium 18'x24' with two picnic tables
Poppleton Creek Park pavilion 1	$55.00/day	Medium 32'x32' with three picnic tables
Poppleton Creek Park pavilion 2	$55.00/day	Medium 32'x32' with three picnic tables
10 th St. Guy Davis Park pavilion 1	$55.00/day	Medium 20'x20' with two picnic tables
Haney Creek Park pavilion 1	$55.00/day	Medium 32'x32' with three picnic tables
Riverwalk stage	Free	NA
Memorial Park wedding bridge	Free	NA
Bandshell	$25.00/day	NA
Gazebo	$25.00/day	NA

Events that exceed the pavilion area may require a special event permit.

Special Events Fees and Charges	
Private/Public Property Special Event Fees	*Fees*
Application fee (non-refundable)	$25.00
Late submission fee	$10.00 per day after deadline
Fire Inspection (Tents)	
One tent	$100.00
Two to five tents	$200.00

Six or more tents, including but not limited to those in exhibits, trade shows and festivals	$300.00

Private Property Fee and Attendance		
All events	$50.00	NA
Public Property Level and Attendance		
Level 1 - 25—100	$75.00	$100.00
Level 2 - 101—500	$150.00	$200.00
Level 3 - 501—1,000	$300.00	$400.00
Level 4 - 1,001—5,000	$400.00	$800.00
Level 5 - 5,001 or more	$600.00	$2,000.00
Banner Fees		
Event banner 4'×6' (non-profit organizations and community events only)	$25.00 each (two max)	10 day limit
Grand opening event banner	$25.00 (one max)	30 day limit
Street pole banner (pennant) (non-profit organizations and community events only)	$8.00 each (30 max)	30 day limit
Advertising banner at fields	$500.00 (per banner)	Per six months
Downtown Wayfinding Signs	Annual Fee per sign	$100.00
Downtown Wayfinding Signs	Relocation Fee	$25.00

Downtown wayfinding signs – application fee	$50.00 per sign	N/A
Tram advertising banners	$200.00 (per banner)	Per month, minimum of 3-months
Extra Duty Fire Department		
EMT	$50.00 per hour/per EMT	
Fire medic	$50.00 per hour/per FM	
Administrative fee (processing fee/coordination/planning)	$10.00	
Safety inspection	$35.00	
Sanitation		
95 gallon green carts for event; one per every 100 participants or less	$25.00 for the 1 st green cart and $7.00 for each additional 95 gallon green cart	Includes delivery and cleaning
Dumpster: 500 participants or less; four cubic yards	$140.00	Includes delivery and cleaning
Dumpster: 500—1,000 participants; eight cubic yards	$180.00	Includes delivery and cleaning
Dumpster: 1,000 participants or more; eight cubic yards per 1,000 participants	$180.00 each	Includes delivery and cleaning
Recycle carts	No charge	Includes delivery and cleaning
Administrative fee	$25.00	
Public Works		

Barricades (with flasher)	Up to five barricades $20.00 plus $2.00 per additional barricade/per day	
Cones	Up to ten cones $20.00 plus $1.00 per additional cone/per day	
Light towers	$80.00 per day/each	
Message boards (1)	$55.00 per day	
Directional/arrow boards (1)	$40.00 per day	
Bleachers	$80.00 per day/each	Includes delivery
Administrative fee	$25.00	
Tram	$20.00 per hour	Two hours minimum
Recreation Center Closings	$400.00 per day	

City manager (or designee) reserves the right to exempt certain activities from a level 1 special event.

Special Events Additional Fees Extra Duty Police	*Fees*	
Police officer	$40.00 per hour/per officer	Two hour minimum
Event commander (required with five plus simultaneous officers)	$45.00 per hour/per officer	Two hour minimum
Administrative fee (processing fee/coordination/planning)	$10.00	

The city reserves the right to deny any special event application or request that either competes directly or indirectly with annual events that regularly occur within the city.

36-102	Application fee for revocable permits to use public right-of-way	
	If the permit is to be issued by the city manager	$102.00
	If city commission approval is required	$256.00
36-179	Removal of news racks impoundment and storage fee	$10.00 per day

(Res. No. 230-04; Res. No. 140-07; Res. No. 95-09, 10-26-2009; Res. No. 57-2013, § 1, 6-10-2013; Ord. No. 59-2015, § 1, 6-22-2015; Res. No. 76-2015, § 1, 8-10-2015; Res. No. 92-2018, §§ 1—6, 9-24-2018; Res. No. 37-2019, § 3, 3-25-2019; Res. No. 81-2019, § 3, 9-23-2019)

Chapter 40. Traffic and Vehicles

40-44	Parking permit fees	
	Permanent resident	$450.00 per year (equals $1.23 per night)
	Temporary resident	$60.00 per month, up to six months (equals $1.93 per night)
	Transient permits	$3.00 per permit, per night
40-129	Removal of motor vehicle immobilization device charge	$100.00
40-151	Initial inspection/permit of golf cart	$100.00
40-151	Bi-annual permit renewal of golf cart	$50.00

(Res. No. 79-2015, § 1, 9-24-2015; Res. No. 82-2016, § 2, 8-22-2016; Res. No. 92-2018, §§ 1—6, 9-24-2018)

Chapter 42. Utilities

42-3	Utilities charges.

(1) *Deposit for residential utility service:* A deposit for water service, for sewer service and for water and sewer service shall be charged to new and to reconnected residential water consumers, as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer
⅝" x ¾"	$65.00	$130.00	$85.00	$170.00
1"	130.00	260.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00

(2) *Deposit for commercial or multifamily utility service:* With the exception of the United States and its agencies, the state and its agencies and political subdivisions, cities, school districts and special districts, a deposit for water service, for sewer service and for water service with sewer service shall be charged of new and of reconnected water consumers as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer
⅝" x ¾"	$85.00	$170.00	$110.00	$220.00
1"	135.00	270.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00
3"	1,190.00	2,380.00	1,465.00	2,930.00

4"	2,125.00	4,250.00	2,835.00	5,670.00
6"	4,775.00	9,550.00	6,375.00	12,750.00
8"	6,375.00	12,750.00	8,385.00	16,770.00
10"	8,510.00	17,020.00	11,130.00	22,260.00

(3) *Deposit Waiver.* A residential applicant may be eligible for a deposit waiver if the property owner has established a satisfactory payment record of all city utility charges for the preceding 23 months within 20 days of mailing. Utility service deposits for residential tenants and commercial consumers will not be refunded until the water and sewer services are terminated.

(4) *Charges for water service:* The monthly base fee and consumer service charge shall be made for water service as follows:

a. *Residential domestic.*

	Inside City	Outside City
Monthly base fee	$15.03	$18.79
Monthly consumer service charge	$2.10	$2.62

b. *Residential irrigation.*

	Inside City	Outside City
Monthly base fee	$15.03	$18.79
Monthly consumer service charge	$2.10	$2.62

c. *Multifamily domestic.*

	Inside City	Outside City
Monthly base fee (per unit)	$11.28	$14.10

Monthly consumer service charge	$2.10	$2.62

d. *Commercial domestic.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	$15.03	$18.79
1"	2.5	$37.598	$46.98
1½"	5.8	$87.167	$108.968
2"	8.0	$120.24	$150.2932
3"	15.0	$225.4345	$281.7885
4"	25.0	$375.745	$469.6875
6"	50.0	$751.4850	$939.3550
8"	80.0	$1,202.3640	$1,5023.9520
10"	115.00	$1,728.3845	$2,160.4885

Commercial Domestic Consumer Service Charge

		Inside City	Outside City
Monthly consumer service charge		$2.10	$2.62

e. *Commercial irrigation.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	$15.03	$18.79
1"	2.5	$37.598	$46.98
1½"	5.8	$87.167	$108.968
2"	8.0	$120.24	$150.2932
3"	15.0	$225.435	$281.7885
4"	25.0	$375.745	$469.6875
6"	50.0	$751.4850	$939.3550
8"	80.0	$1,202.3640	$1,502.95
10"	115.00	$1,728.38	$2,160.4885

		Inside City	Outside City
Monthly consumer service charge		$2.10	$2.62

(5) *Monthly volume charge (per thousand gallons):*

a. *Residential domestic.*

	Inside City	Outside City
1—4,000 gallons	$3.28	$4.11
4,001—8,000 gallons	$3.45	$4.31
8,001—12,000 gallons	$5.93	$7.42

12,001—25,000 gallons	$6.92	$8.66
25,001 gallons and above	$7.89	$9.85

b. *Residential irrigation:*

	Inside City	Outside City
1—13,000 gallons	$6.92	$8.66
13,001 gallons and above	$7.89	$9.85

c. *Multifamily domestic (per unit).*

	Inside City	Outside City
1—3,000 gallons	$3.28	$4.11
3,001—6,000 gallons	$3.45	$4.31
6,001—9,000 gallons	$5.93	$7.42
9,001—18,500 gallons	$6.92	$8.66
18,501 gallons and above	$7.89	$9.85

d. *Commercial domestic (tied to system average).*

	Inside City	Outside City
Per thousand gallons	$4.19	$5.24

e. *Commercial irrigation (based on meter size, ERC factor multiplied by 13,000 gallons).*

	ERCs	Inside City	Outside City
⅝ x ¾-inch meter			
1—13,000 gallons	1.0	$6.92	$8.66
13,001 gallons and above	1.0	$7.89	$9.85
1-inch meter			
1—32,500 gallons	2.5	$6.92	$8.66
32,501 gallons and above	2.5	$7.89	$9.85
1½-inch meter			
1—75,400 gallons	5.8	$6.92	$8.66
75,401 gallons and above	5.8	$7.89	$9.85
2-inch meter			
1—104,000 gallons	8.0	$6.92	$8.66
104,001 gallons and above	8.0	$7.89	$9.8~~6~~5
3-inch meter			
1—195,000 gallons	15.0	$6.92	$8.66
195,001 gallons and above	15.0	$7.89	$9.85
4-inch meter			
1—325,000 gallons	25.0	$6.92	$8.66
325,001 gallons and above	25.0	$7.89	$9.85
6-inch meter			

1—650,000 gallons	50.0	$6.92	$8.66
650,001 gallons and above	50.0	$7.89	$9.85
8-inch meter			
1—1,040,000 gallons	80.0	$6.92	$8.66
1,040,001 gallons and above	80.0	$7.89	$9.85
10-inch meter			
1—1,495,000 gallons	115.00	$6.92	$8.66
1,495,001 gallons and above	115.00	$7.89	$9.85

(6) A water system tapping charge shall be made for water service connections:

Meter	Inside City	Outside City
~~¾"~~	~~$428.36~~	~~$500.72~~
1"	$560.43	$666.09
1½"	$718.92	$864.76
2"	$1,056.55	$1,286.24

(7) *Charges for sewer service.* The monthly base fee shall be made for sewer service as follows:

a. *Residential.*

	Inside City	Outside City
Single-family	$7.12	$8.90
Multifamily (per unit)	$5.29	$6.62

b. *Commercial.* Derived according to the chart below.

Meter	ERCs	Inside City	Outside City
⅝" x ¾"	1.0	$7.12	$8.90
1"	2.5	$17.~~79~~80	$22.2~~4~~5
1½"	5.8	$41.~~23~~30	$51.~~54~~62
2"	8.0	$56.~~87~~96	$71.~~08~~20
3"	15.0	$106.~~61~~80	$133.~~26~~50
4"	25.0	$17~~7.68~~7.04	$222.~~10~~50
6"	50.0	$356.00	$4~~1~~45.00
8"	80.0	$56~~8.59~~9.60	$71~~0.74~~2.00
10"	115.0	$81~~7.35~~8.84	$1,02~~1.69~~3.50

(8) *Monthly consumer service charge:*

	Inside City	Outside City
All consumers	$1.30	$1.63

(9) *Monthly volume charge (per thousand gallons):* For residential and multifamily consumers, there will be no additional charge for wastewater sewer service above 12,000 gallons per month per residential dwelling unit and 8,800 gallons per month per multifamily dwelling unit.

a. *Residential.*

	Inside City	Outside City

1—12,000 gallons	$6.95	$8.69

b. *Multifamily.*

	Inside City	Outside City
1—8,800 gallons per unit	$6.95	$8.69

c. *Commercial.*

	Inside City	Outside City
Per thousand gallons	$6.95	$8.69

(10) *Reclaimed water rates (per thousand gallons):*

1—100,000 gallon—Daily	$2.34
100,000 gallons and up including multiple parcels—Daily	$0.52

(11) *Accounting charge:* There shall be a charge of $34.00 to establish an account for water service.

(12) *Disconnection charge:* There shall be a charge of $34.00 to reestablish any water service that has been disconnected for nonpayment. After disconnection, a water meter shall not be again connected without payment of all outstanding utility related charges, fees and/or additional deposits due the city.

(13) *Same day service charge:* There shall be a charge of $34.00 to perform any same day utility related service call that occurs after 2:00 p.m. of the same day the request was issued by the customer.

(14) *Meter rereads and leak inspection charge:* There shall be a service charge of $15.00 for a special inspection for a meter reread or for a leak inspection requested by a consumer. A reread of a meter due an error in the initial meter reading shall be performed by the city without charge. A leak inspection charge shall not be charged if a leak is found in city-maintained facilities.

(15) *Delinquent utility service account charge:* A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge to such account one

and one-half percent interest monthly on each delinquent balance of charges due the city for water and sewer service on the amount of a delinquent balance of $15.00 or more.

(16) *Service call charge:* Except as otherwise provided herein, when the city is requested by a consumer to respond to a problem not caused by the city, the city shall charge the consumer for all necessary labor, materials and indirect costs to respond actually incurred by the city.

(17) *Collection fee:* In the event the city sends a delinquent account to a collection agency for collection, a collection fee of $10.00 shall be added to the account.

(18) *Meter calibration test:* At the request of a consumer, the city will test a water meter to determine if it is operating accurately within an allowable tolerance of plus or minus two percent of actual flow. In the event a consumer has been overcharged due to a faulty meter, the previous six bills shall be examined and adjusted accordingly. For a meter determined to be within allowable tolerance, the following meter test charges shall apply:

¾"—2" meter $25.00

3"—8" meter 50.00

(19) *Damage repair:* Damage caused by the failure of a consumer to properly locate and isolate water and sewer facilities shall be repaired by the city and charged to the consumer.

(20) *Annual rate adjustment:* The city manager may adjust the monthly base charge and monthly volume charge for water service, and the monthly base charge and monthly volume charge for sewer service, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. § 367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the water service and sewer service during the immediately preceding calendar year.

42-169	Stormwater system user fees $4.35 per equivalent residential unit per month.
	The city manager may adjust the stormwater management system user fee, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. § 367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the stormwater service during the immediately preceding calendar year.
42-308	Permit fees for privately-owned sewer collection and transmission system:

	(1)	$200.00 additional fee for collection and transmission systems with one or more pump station; and
	(2)	$200.00 per privately-owned collection and transmission system;
	(3)	Privately-owned collection and transmission systems with lift stations serving more than one building shall be charged $200.00 for the lift station and $200.00 for the private collection system.

(Res. No. 79-08, § 1, 7-14-2008; Res. No. 36-2010, § 1(exh. B), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 89-2011, § 1(Exh. A), 9-26-2011; Res. No. 104-2011, § 1(Exh. A), 11-14-2011; Res. No. 84-2012, § 2, (Exh. A), 9-10-2012; Res. No. 23-2013, § 1(Exh. A), 2-25-2013; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; Res. No. 86-2014, § 2(Exh. A), 9-20-2014; Res. No. 93-2015, § 1(Exh. A), 9-28-2015; Res. No. 84-2016, § 1(Exh. A), 9-12-2016; Res. No. 119-2017, § 1(Exh. A), 9-25-2017; Res. No. 92-2018, §§ 1—6, 9-24-2018; Res. No. 81-2019, § 5, 9-23-2019)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 (RC):

RESOLUTION No. 23-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE FORM AND AUTHORIZING EXECUTION OF THE LOAN AGREEMENT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

On November 25, 2019, the City of Stuart adopted Resolution No. 105-2019, which was amended by Resolution No. 27-2020 and adopted on February 10, 2020 authorizing the Drinking Water Facilities State Revolving Fund (SRF) loan application in the amount of $2,340,000.00 (excluding capitalized interest) for construction of the Floridan Aquifer Test Production Well FA-1. The SRF loan application was submitted to the Florida Department of Environmental Protection (FDEP) on December 3, 2019.

FDEP subsequently sent the City a proposed loan agreement on January 10, 2020. The estimated amount of principal forgiveness is $460,000.00; therefore, the estimated principal amount of the loan to be repaid is $1,880,400.00 ($2,340,000.00 - $460,000.00), which consists of $1,880,000.00 to be disbursed to the City and $400.00 of capitalized interest. The financing rate on the unpaid principal of the loan amount is 0.08% per annum.

Funding Source:

Budgeted FY20 - 1610 / 563 (Water Treatment Team)

Recommended Action:

Approve Resolution No. 23-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 23-2020 Authorize Loan Agreement - Floridan Aquifer Test Production Well FA-1	2/5/2020	Resolution add to Y drive
🗋	Exhibit A - State Revolving Fund Loan Agreement DW430431	2/3/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 23-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE FORM AND AUTHORIZING EXECUTION OF THE LOAN AGREEMENT FOR CONSTRUCTION OF THE FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; 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 rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the City of Stuart, Florida (the "City") has previously adopted Resolution No. 105-2019 on November 25, 2019, which was amended by Resolution No. 27-2020 and adopted on February 10, 2020 authorizing the loan application, establishing pledged revenues, providing assurances and designating authorized representatives; and

WHEREAS, the City, now intends to approve the form and authorize execution of the loan agreement attached hereto as Exhibit A (the "Loan Agreement") with the State of Florida Department of Environmental Protection under the Drinking Water State Revolving Fund for project financing.

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

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

SECTION 2: The City of Stuart, Florida has previously authorized Staff to apply for the Drinking Water Facilities State Revolving Fund loan application for construction of a $2,340,000.00 Floridan Aquifer Test Production Well FA-1 Project. Of that, the estimated amount of principal forgiveness is $460,000.00. The estimated principal amount of the loan to be repaid is $1,880,400.00, which consists of $1,880,000.00 to be disbursed to the City and $400.00 of capitalized interest. The interest rate on such loan of 0.08% is hereby approved.

SECTION 3: If net utility systems revenues are insufficient in any fiscal year to pay the debt service due pursuant to the Loan Agreement in such fiscal year, the City shall covenant, in the Loan Agreement, to budget and appropriate legally available non-ad valorem revenues in the amount of the deficiency. Notwithstanding any provisions of this Resolution or the Loan Agreement to the contrary, (i) the Loan Agreement and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the City, or any part thereof, or any other tangible personal property of or in the City, but shall constitute a lien only on funds budgeted and appropriated for the repayment of the loan, all in the manner and to the extent provided in the Loan Agreement, and (ii) the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any non-ad valorem revenues.

SECTION 4: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5: 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 6: This Resolution shall be in full force and take effect immediately upon its passage and adoption.

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

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

ADOPTED this 24th 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

EXHIBIT A

Loan Agreement

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF STUART, FLORIDA

DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW430431

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CONTENTS PAGE

ARTICLE I - DEFINITIONS 1
1.01. WORDS AND TERMS. 1
1.02. CORRELATIVE WORDS. 3

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS 4
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. 4
2.02. LEGAL AUTHORIZATION. 5
2.03. AUDIT AND MONITORING REQUIREMENTS. 6

ARTICLE III - LOAN REPAYMENT ACCOUNT 8
3.01. LOAN DEBT SERVICE ACCOUNT. 8
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS. 9
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS. 9
3.04. ASSETS HELD IN TRUST. 9

ARTICLE IV - PROJECT INFORMATION 9
4.01. PROJECT CHANGES. 9
4.02. TITLE TO PROJECT SITE. 9
4.03. PERMITS AND APPROVALS. 9
4.04. ENGINEERING SERVICES. 9
4.05. PROHIBITION AGAINST ENCUMBRANCES. 10
4.06. COMPLETION MONEYS. 10
4.07. CLOSE-OUT. 10
4.08. DISBURSEMENTS. 10

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS 11
5.01. RATE COVERAGE. 11
5.02. NO FREE SERVICE. 11
5.03. MANDATORY CONNECTIONS. 11
5.04. NO COMPETING SERVICE. 11
5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS. 11
5.06. ADDITIONS AND MODIFICATIONS. 12
5.07. COLLECTION OF REVENUES. 12

ARTICLE VI - DEFAULTS AND REMEDIES 12
6.01. EVENTS OF DEFAULT. 12
6.02. REMEDIES. 13
6.03. DELAY AND WAIVER. 14

ARTICLE VII - THE PLEDGED REVENUES 14
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT. 14
7.02. ADDITIONAL DEBT OBLIGATIONS. 15

CONTENTS PAGE

ARTICLE VIII - GENERAL PROVISIONS 15
8.01. DISCHARGE OF OBLIGATIONS. 15
8.02. PROJECT RECORDS AND STATEMENTS. 15
8.03. ACCESS TO PROJECT SITE. 15
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. 15
8.05. AMENDMENT OF AGREEMENT. 16
8.06. ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR. 16
8.07. SEVERABILITY CLAUSE. 16
8.08. SIGNAGE. 16
8.09. DAVIS-BACON ACT REQUIREMENTS. 16
8.10. AMERICAN IRON AND STEEL REQUIREMENT. 17
8.11. RESERVED. 17
8.12. PUBLIC RECORDS ACCESS. 17
8.13. SCRUTINIZED COMPANIES. 18
8.14. SUSPENSION. 18

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE 19
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS. 19
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS. 20
9.03. INSURANCE REQUIRED. 20

ARTICLE X - DETAILS OF FINANCING 20
10.01. PRINCIPAL AMOUNT OF LOAN. 20
10.02. LOAN SERVICE FEE. 21
10.03. FINANCING RATE. 21
10.04. LOAN TERM. 21
10.05. REPAYMENT SCHEDULE. 21
10.06. PROJECT COSTS. 22
10.07. SCHEDULE. 22
10.08. SPECIAL CONDITION. 23

ARTICLE XI - EXECUTION OF AGREEMENT 24

DRINKING WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

DW430431

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF STUART, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(7) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(8) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(9) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(10) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(11) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(12) "Local Governmental Entity" means a county, municipality, or special district.

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(16) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(18) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct a test production well for drinking water supply in accordance with the plans and specifications accepted by the Department for the "Floridan Aquifer Test Production Well FA-1 Project" contract.

The Project is in agreement with the planning documentation accepted by the Department effective July 16, 2018. A Florida Categorical Exclusion Notice was published on June 28, 2018 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(19) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(20) "Senior Revenue Debt" shall mean the following debt obligations:

(a) City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, issued in the amount of $8,129,000, pursuant to Resolution No. 219-06 (the "2006 Note"); and

(b) City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, issued in the amount of $7,142,000, pursuant to Resolution No. 22-07 (the "2007 Note"); and

(c) City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, issued in the amount of $4,178,000, pursuant to Resolution No. 118-2011 (the "2011 Note"); and

(d) Additional bonds issued on a parity with the bonds identified above pursuant to Article III, Section 4(H) of Resolution No. 163-94; and

(e) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(21) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(22) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, 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
FS98452219-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$2,340,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and

shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Project Sponsor shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order

or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT OF AGREEMENT BY PROJECT SPONSOR.

The Project Sponsor must draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first. Failure by the Project Sponsor to do so shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, terminate this Agreement. In the event that the Project Sponsor decides not to proceed with this loan, this Agreement can be annulled, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed as on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the

subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Water and Sewer Systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $2,340,000. Of that, the estimated amount of Principal Forgiveness is $460,000. The estimated principal amount of the Loan to be repaid is $1,880,400, which consists of $1,880,000 to be disbursed to the Project Sponsor and $400 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is $37,600 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Principal Forgiveness and Capitalized Interest; that is, two percent of $1,880,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.08 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2020, the Financing Rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $48,344 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on February 15, 2021 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of $1,918,000, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	2,000,000
Contingencies	200,000
Technical Services After Bid Opening	140,000
SUBTOTAL (Disbursable Amount)	2,340,000
Less Principal Forgiveness	(460,000)
SUBTOTAL (Loan Amount)	1,880,000
Capitalized Interest	400
TOTAL (Loan Principal Amount)	1,880,400

Technical services costs of up to 5% of the construction costs are eligible for Principal Forgiveness. Costs that exceed 5% of the construction costs are only eligible for Loan funds.

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on August 14, 2019. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for September 15, 2020.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than September 15, 2020.

(4) The first Semiannual Loan Payment in the amount of $48,344 shall be due March 15, 2021.

10.08. SPECIAL CONDITION.

Prior to any funds being released, the Project Sponsor shall submit a certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW430431 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF STUART

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____ _____
City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** David Dyess

Title of Item:

LEASE AGREEMENT WITH WINDWARD MARINA STUART, LLC (RC):

RESOLUTION No. 25-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND WINDWARD MARINA STUART, LLC FOR A BOAT SLIP LOCATED AT 400 SW FEDERAL HIGHWAY, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Windward Marina Stuart, LLC seeks to lease the Boat Slip located closest to the boat ramp located at 400 SW Federal Highway, Stuart, FL.

Funding Source:

N/A

Recommended Action:

Approve the Resolution and execute the Lease Agreement for the Boat Slip.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R25-2020 Lease Agreement with Windward Marina Stuart, LLC	2/12/2020	Resolution add to Y drive
🗋	Lease Agreement with Windward Marina Stuart, LLC	2/12/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 25-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND WINDWARD MARINA STUART, LLC FOR A BOAT SLIP LOCATED AT 400 SW FEDERAL HIGHWAY, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the boat slip located within Shepard Park at 400 SW Federal Highway in the City of Stuart; and

WHEREAS, Windward Marina Stuart, LLC seeks to lease the Boat Slip located closest to the boat ramp located at 400 SW Federal Highway, Stuart, FL. The Boat Slip is more particularly depicted in the aerial photograph attached as Exhibit "A" to the Boat Slip Lease Agreement; and

WHEREAS, the City Commission finds that it is in the best interest of the City of Stuart to lease the Boat Slip to an intergovernmental agency for intergovernmental purposes.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a ten (10) year lease agreement between the City of Stuart and Windward Marina Stuart, LLC commencing July 1, 2020. A copy of the Lease is on file in the Office of the City Clerk for the City of Stuart, Florida.

SECTION 2: This resolution shall take effect upon adoption.

Res.25-2020
City of Stuart Boat Slip Lease with Windward Marina Stuart, LLC

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

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

ADOPTED this 24th 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

BOAT SLIP LEASE AGREEMENT

PARTIES: This Lease is made between the **CITY OF STUART, FLORIDA**, a municipal corporation with its principal place of business located at 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "**LESSOR**" and **WINDWARD MARINA STUART, LLC**, a Florida limited liability company, with its principal place of business located at 2999 NE 191 Street, Suite 800, Aventura, Florida 33180, hereinafter the "**LESSEE**".
The above named agree to the following lease terms:

1. **LEASE.** LESSOR leases to LESSEE and LESSEE leases from LESSOR the Designated Boat Slip closest to the boat ramp located 400 S.W. Federal Highway, Stuart, Florida 34994 (coordinates: 27°11'49.8"N 80°15'27.1"W) (herein, "**Boat Slip**"). The Designated Boat Slip is more particularly depicted in aerial photograph attached hereto as **Exhibit "A."** LESSEE agrees to use the Boat Slip solely for the docking or mooring of Lessee's boat(s), as allowed by the Rules of LESSOR and for no other purposes and uses whatsoever. The LESSOR also agrees to permit LESSEE to use its boat ramp facilities for the in and out launching of LESSEE's Boat(s). LESSEE hereby accepts the Boat Slip in an "as is" condition.

2. **TERM AND RENT.** The term of this Lease shall be for a period of ten (10) years commencing on 7/1/2020 2020 and ending on 6/31/2030 2030. The monthly amount due for rent of the Boat Slip shall be Five Hundred and no/100 Dollars ($500.00) and will be due on the 1st of each month thereafter. There shall be no penalty for annual payments remitted in advance.

3. **INSURANCE.** LESSEE represents and warrants that the insurance certificate attached to this Agreement as **Exhibit "B"** is currently in force and shall continue in force throughout the term of this Agreement. LESSEE shall maintain liability insurance in the amount of $300,000.00 per occurrence and $1,000,000.00 aggregate on LESSEE's Boat(s) and personal property located at the Boat Slip and shall name the LESSOR as an additional insured. LESSEE agrees, and the applicable insurance policies described above shall provide, that the LESSEE's insurance shall be, at all times primary, regardless of whether or not the LESSOR has any collectible insurance.

4. **TAXES AND SERVICES.** LESSEE agrees to pay all applicable sales tax, resort tax and all other governmental taxes related to the Agreement, regardless of whether described in this Agreement or not. LESSEE agrees to pay for all services provided related to the Agreement (herein, "Services") in accordance with the rates established by LESSOR, from time to time. All fees and charges for Services shall be payable in advance unless otherwise agreed to by both parties.

5. **THE BOAT SLIP**. The Boat Slip shall be used and occupied only by LESSEE and shall be used for the sole purpose of the mooring of LESSEE's Boat(s), (herein, "**Boat(s)**"). LESSEE must promptly remove LESSEE's Boat(s) from the Boat Slip upon reasonable demand of LESSOR due to inclement weather, such as a tropical storm or hurricane watch or warning. The Boat(s) must comply with all applicable laws, rules, orders and regulations. LESSOR reserves the right to inspect the Boat(s) for compliance.

6. **OCCUPANCY AND USE OF BOAT SLIP.** The Boat Slip shall be used only by LESSEE, crew, invitees and permitees, subject to the rules and regulations hereinafter described.

(a) **Use**. It is the intention that this Boat Slip is being provided as intergovernmental agency cooperation. At no time shall the Boat Slip be used for personal or private business use.

(b) **Neglect**. LESSEE shall not cause or permit any waste, misuse or neglect with respect to the Boat Slip and/or utilization of water.

(c) **LESSOR Rules**. LESSEE agrees to abide by all the LESSOR's Rules and Regulations, as amended from time to time.

(d) **Purpose**. The Boat Slip shall be possessed, occupied and used solely for the purpose of providing non-residential mooring and for no other purpose. At no time shall the Boat Slip be used for the mooring of a vessel providing "live aboard" services.

(e) **Safety**. The Boat Slip shall be used and occupied in a safe, careful, and proper manner.

(f) **Use & Compliance with Laws.** LESSEE and all persons using and/or occupying the Boat Slip and/or the Boat(s) shall abide by and comply with all present and future ordinances, regulations and laws of all governmental and quasi-governmental entities, whether federal, state or local, having jurisdiction (including, without limitation, any requirement to obtain and maintain permits and approvals) with respect to the Boat Slip and/or Boat(s). LESSEE will immediately inform LESSOR in writing of: (i) any and all governmental or regulatory notices, orders and/or actions instituted, completed, or threatened affecting the Boat Slip; and (ii) any and all claims made or threatened by any third party against the LESSEE, LESSOR and/or the Boat Slip. LESSEE shall neither permit nor commit whether with or without knowledge or consent, any illegal or unlawful practice or act in or upon the Boat Slip or the surrounding property. LESSEE shall be responsible to comply with all requirements and for payment of all fees, fines, penalties, expenses and other costs that may be imposed by, any governmental and/ or quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the Boat Slip and/or the Boat(s).

(g) **Non-Disturbance**. LESSEE agrees to avoid doing at any time anything which would hamper, disturb or interfere with the quiet and peaceful enjoyment or other persons within the surrounding area or which would hamper, disturb or interfere with the use by such other persons of the surrounding area serving the community, LESSOR, or its Manager in their management operation and maintenance of the surrounding area.

(h) **Liveaboard.** No Liveaboards are permitted. "Liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.

(i) **Maintenance.** Boat maintenance or repair activities that require the removal of the boat(s) from the water, or removal of major portions of the boat(s), including the engine, for purposes of routine repairs or maintenance on site are prohibited over the water at the Boat Slip or at Shepard Park, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the boat(s). Specifically prohibited shall be hull scraping, stripping, sanding, painting, recoating, and other maintenance or repair activities which may result in degradation of water quality from discharge or release of potential contaminants into the water.

(j) **Fish Cleaning.** No fish cleaning is allowed while in the Boat Slip or on the dock, on the boat(s) or in Shepard Park.

(k) **Attachment to Dock and/or Boat Slip.** No nails, screws or any other type of fastener can be inserted into dock boards, pilings or any other portion of the dock and/or Boat Slip without written permission from the LESSOR's City Manager. No additions or deletions, improvements or repairs may be made to the dock, and/or Boat Slip, or pilings without first having obtained the written consent of the LESSOR.

(l) **No Right to Sub-Lease Boat Slip:** LESSOR will not Sub-Lease Boat Slip while

LESSEE is in possession of Boat Slip during the rental period.

7. **ASSIGNMENT.** LESSEE shall not assign, sublet, or transfer any portion of this Agreement. Any purported assignment, sublet or transfer by LESSEE shall be a default of this Agreement and will be considered null and void by LESSOR. The City Manager shall be consulted for any request for assignment of the balance of the Lease to another valid governmental agency and shall use reasonable considerations when determining same.

8. **OWNERSHIP BY LESSOR.** LESSEE acknowledges and agrees that the real property to which the Boat Slip is attached is exclusively owned by the LESSOR and, therefore, the Boat Slip and its use thereof are subject to the terms and conditions hereof.

9. **MAINTENANCE OF BOAT SLIP AND BOAT.**

a) **Maintenance by LESSOR**. LESSOR shall maintain the Real Property to which the Boat Slip is attached to the walkway and surrounding area, including (without limitation) all riparian land located thereon as defined pursuant to Ch. 253, F.S. and the shoreline thereof (collectively, "Attached Property").

b) **Maintenance by LESSEE**. LESSEE is solely responsible for Boat Slip upkeep, maintenance, repair, and/or replacement, if needed. LESSEE shall keep and maintain the Boat(s) and all personal property of LESSEE in good state of maintenance and repair and in a sightly, healthy and clean condition, and so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, having jurisdiction.

10. **DAMAGES.** LESSEE shall be strictly liable for any and all damages to the Boat Slip, and Attached Property, caused by LESSEE, LESSEE's Boat(s), LESSEE's employees, family, agents, guests, contractors, vendors, crew, invitees and/or permitees, or in any way relating to the Boat Slip, the Boat(s) and/or the use thereof.

11. **NO ADDITIONS OR ALTERATIONS BY LESSEE.** LESSEE shall not make any additions or alterations in or upon the Boat Slip of any nature whatsoever without first having obtained the written consent of the LESSOR. Dock boxes are prohibited.

12. **RIGHT OF ENTRY BY LESSOR.** LESSOR, its agents, contractors, vendors and employees may at any time without consent of LESSEE enter in and upon and have free access to the Boat Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well maintained condition, and notifying LESSEE of such repairs to the Boat Slip that may be necessary. LESSOR shall not enter the Boat(s) without reasonable advance notice to LESSEE, unless in the event of an emergency.

13. **NOTICES.** Any notice(s) that either party herein desires or is required to give to the other must be in writing. Any notice to the LESSOR must be delivered by Certified Mail, Return Receipt Requested, postage prepaid to LESSOR at: **City of Stuart, Attention City Manager, 121 SW Flagler Avenue, Stuart, Florida 34994**. Any notice to the LESSEE may be delivered to LESSEE by hand-delivery to LESSEE, or by mailing same by Certified Mail, Return Receipt requested, properly addressed to LESSEE at: **2999 NE 191 Street, Aventura, Florida 33180**, with postage thereon fully prepaid. The place of delivery for any such notice may be changed by the giving the other party written notice in accordance with this provision not less than ten (10) days prior to the date upon which the change shall become effective.

14. **DEFAULTS.** In the event, that the LESSEE defaults in its financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement, or applicable law, LESSOR shall have the right to:

(i) Revoke LESSEE's Agreement and exclusive use of the Boat Slip;

(ii) Terminate this Agreement as provided herein and require the LESSEE turn over control of the Boat Slip to the LESSOR without any obligation to LESSEE,

financially or otherwise;

(iii) Enter upon the Boat Slip and tow and/or remove the Boat(s) from the Boat Slip with prior written notice sent to LESSEE by Certified Mail, Return Receipt Requested, and store the Boat(s) at LESSEE's sole expense; and/or

(iv) Exercise any and all other rights and remedies available to LESSOR herein, via federal or state law or in equity.

15. **WAIVER.** No failure, or successive failures, on the part of the LESSOR to enforce any provision nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge there of or render the same inoperative or impar the right of the LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. **INDEMNIFICATION.** LESSEE shall indemnify and hold harmless LESSOR from and against any and all claims, suits, actions, damages, causes of action, release or discharge of fuel, chemicals, waste or other pollutants by Boat(s) or arising during the term of this Agreement, and for any personal injury, loss of life or damage to property sustained in or about the leased premises which arises in connection with the use of the leased premises by LESSEE, contractors, invitees or guests, and in connection therewith. LESSEE shall also indemnify and hold harmless LESSOR from and against all costs, attorney's fees, expenses and liabilities incurred in and about such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any liability, cause of action, lawsuit, orders, judgments and decrees which may be entered therein or therefrom.

17. **TERMINATION.** The LESSEE may terminate this Lease upon not less than ninety (90) days written notice to the LESSOR, City of Stuart at the location listed in this Agreement for providing notice. In the event of early termination of this Agreement for any reason, no rent or fee shall be refunded to LESSEE. Not later than five (5) days after termination of this Agreement for any reason, LESSEE shall vacate the Boat Slip and leave same in condition as good or as better than it was at the beginning of this Agreement, reasonable wear and tear excepted.

18. **MISCELLANEOUS PROVISIONS.**

(a) All understandings and agreements between LESSOR and LESSEE with respect to the Boat Slip are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated verbally and may be amended or modified only by an instrument in writing signed by LESSEE and an authorized officer of the LESSOR.

(b) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement or the Boat Slip shall only lie in courts located in Martin County, Florida. The prevailing party in any action, arising directly or indirectly from this Agreement or LESSEE's mooring of the Boat(s) in the Boat Slip shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

(c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement. All individuals named herein as LESSEE are jointly and severally liable for all obligations pursuant to this Agreement. All pronouns and variations thereof shall be construed to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.

(d) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. LESSEE agrees that the rights of LESSOR under this Agreement are cumulative and that any failure on the part of LESSOR to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.

(e) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Agreement as of the date and year set forth below their respective signatures.

WHEREFORE, the parties have hereunto affixed their hands and seals as of the _____ day of _____, 2020.

Signed, sealed and witnessed in our presence:

LESSOR:

CITY OF STUART

By:_____

MICHAEL J. MEIER

MAYOR

ATTEST:

_____

MARY R. KINDEL
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

LESSEE:

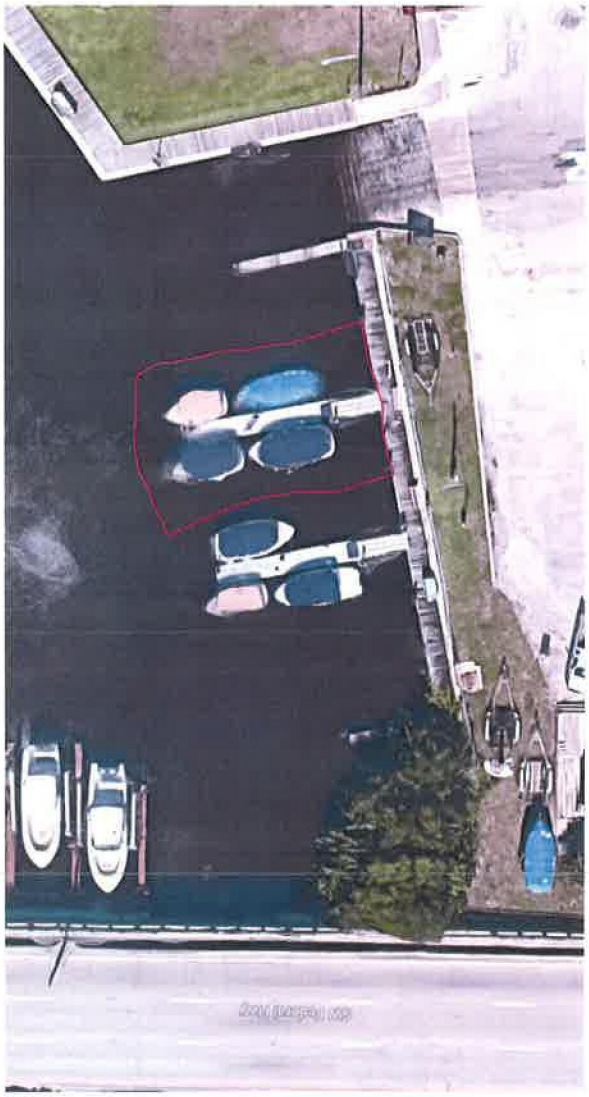
WINDWARD MARINA STUART, LLC

By: Stefan Johansson

Print Name:

As its: Manager

_____



CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF WORK FOR EAST STUART, PALM BEACH, POPPLETON SEWER BASINS (RC):

RESOLUTION No. 30-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF WORK ORDER NO. 2019-300-W04, EAST STUART, PALM BEACH, POPPLETON SEWER BASINS TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER, FELIX AND ASSOCIATES, INC. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Stuart City Commission awarded Request for Qualification No. 2019-300, Underground Utility Construction Services to the top four (4) most qualified firms, Felix Associates, Johnson-Davis Inc., Centerline Utilities, Inc., and Sunshine Land Design.

Each firm was notified of Work Order #4 on December 18, 2019. A mandatory pre-bid meeting was held on January 7, 2020, Three of the four firms, Felix and Associates, Inc. of Florida, Johnson-Davis Inc. and Sunshine Land Design submitted bids by the bid opening date and time of 2:30 pm, January 29, 2020.

The Public Works Department recommends award to Felix and Associates of Florida, Inc., the lowest most responsive and responsible bidder, for the total unit price bid amount of $445,500.00.

Funding Source:

Funds are available in 1630 563 Project # PWP11215

Recommended Action:

Adopt Resolution No.30-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R30-2020	2/19/2020	Attachment

CITY OF STUART, FLORIDA

RESOLUTION NUMBER 30-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING WORK ORDER NO. 4, EAST STUART, PALM BEACH, POPPLETON SEWER BASINS OF RFQL NO. 2019-300 UNDERGROUND UTILITY CONSTRUCTION SERVICES TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER FELIX AND ASSOCIATES OF FLORIDA, INC. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart, Florida awarded the RFQL No. 2019-300, Underground Utility Construction Services to the four (4) most qualified firms responding to the Request for Qualification.

SECTION 2: Bids from three (3) of the four (4) firms were submitted for the East Stuart, Palm Beach, Poppleton Sewer Basins on January 29, 2020. The Public Works Department recommends award to Felix and Associates, Inc., the lowest responsive and responsible bidder, at the total unit price bid amount of $445,500.00.

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

SHEPARD PARK BOAT TRAILER PARKING FIND GRANT APPLICATION (RC):

RESOLUTION No. 31-2020. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR A WATERWAYS ASSISTANCE PROGRAM GRANT THROUGH THE FLORIDA INLAND NAVIGATION DISTRICT TO PROVIDE FUNDING FOR THE BOAT TRAILER PARKING AND STORMWATER IMPROVEMENTS AT SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution No. 23-2019 was adopted by the City of Stuart on February 25, 2019 authorizing the Public Works Department to apply for a Florida Inland Navigation District (FIND) Waterways Assistance Program grant for the boat trailer parking improvements at Shepard Park. The project will reconfigure the existing boat trailer parking spaces to improve maneuverability and construct additional boat trailer parking spaces at Shepard Park. The project will utilize pervious concrete for the travel lanes and turf block parking spaces, as well as, construct two rain gardens to help reduce stormwater runoff into the St. Lucie River. Subsequent to adoption of Resolution No. 23-2019, the grant application was submitted to FIND and the City was successful in obtaining $110,498.00 in grant funding.

Resolution No. 31-2020 is requesting authorization to submit another grant application for an additional $139,502.00 in grant funding. The total project cost is estimated at $550,000.00 and if successful, FIND would be providing a total of $250,000.00 in grant funding for the project. Please note the total project cost has been increased by $50,000.00 to take into account the rising costs of construction since the adoption of Resolution No. 23-2019 (February 25, 2019).

Funding Source:

FIND Matching Funds (45%):	$250,000.00
City of Stuart Matching Funds (55%):	$300,000.00

City of Stuart matching funds to come from transportation impact fees, the City's tree fund, and the CRA.

Recommended Action:

Approve Resolution No. 31-2020.

ATTACHMENTS:

Description	Upload Date	Type

R31-2020 Shepard Park Boat Trailer Parking FIND Grant Application Authorization	2/14/2020	Resolution add to Y drive
Site Layout and Landscape Plan	2/14/2020	Backup Material
Resolution No. 23-2019	2/14/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 31-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR A WATERWAYS ASSISTANCE PROGRAM GRANT THROUGH THE FLORIDA INLAND NAVIGATION DISTRICT TO PROVIDE FUNDING FOR THE BOAT TRAILER PARKING AND STORMWATER IMPROVEMENTS AT SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements Part V

Total Estimated Cost: $550,000.00

Project Description: The project will reconfigure the existing boat trailer parking spaces to improve maneuverability and construct additional boat trailer parking spaces at Shepard Park. The project will utilize pervious concrete for the travel lanes and turf block parking spaces, as well as, construct two rain gardens to help reduce stormwater runoff into the St. Lucie River.

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The Public Works Director is hereby authorized and directed to submit a Waterways Assistance Program grant application to the Florida Inland Navigation District (FIND) for the boat trailer parking and stormwater improvements at Shepard Park.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

R31-2020
Shepard Park Boat Trailer Parking FIND Grant Application Authorization

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

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

ADOPTED this 24th day of February, 2020.

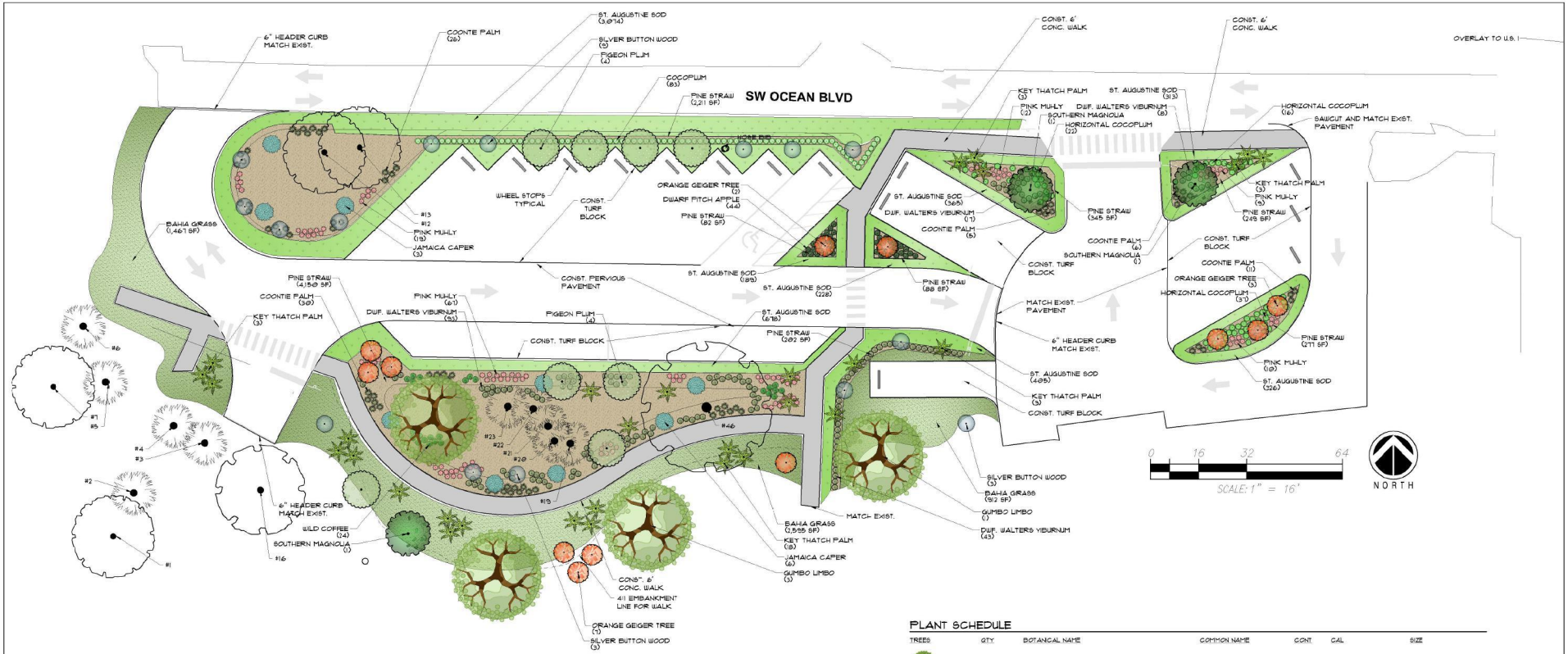
ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	4	BURSERA SIMARUBA	GUMBO LIMBO	B & B	4"CAL	12' HT., 7' SPRD.
	8	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	B & B	3"CAL	12-14"X6-8'
	15	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	25 GAL		10'-12'H X 5'-6'W
	12	CORDIA SEBESTENA	ORANGE GEIGER TREE	25 GAL	2.5"CAL	8'-9'H X 3'-4'W
	30	LEUCOTHRINAX MORRISI	KEY THATCH PALM	25 GAL		5'HT., FULL
	3	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	B & B	4"CAL	14-16' X 5-7'
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	9	CAPPARIS CYNOPHALLOPHORA	JAMAICA CAPER	15 GAL	AS SHOWN	42" HT., 28" SPRD.
	83	CHRYSOBALANUS ICACO	COCOPLUM	3 GAL	24" OC	36"X36"
	75	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	24" OC	8"X42"
	44	CLUSIA ROSEA 'NANA'	DWARF PITCH APPLE	3 GAL		14"X42"
	117	MUHLENBERGIA CAPILLARIS	PINK MUHLY	3 GAL	24" OC	24"X24"
	24	PSYCHOTRIA NERVOSA	WILD COFFEE	3 GAL		28"X16"
	161	VIBURNUM OBOVATUM 'DWARF WALTER'S'	DWF. WALTERS VIBURNUM	3 GAL		14"X42"
	75	ZAMIA FLORIDANA	COONTIE PALM	3 GAL	36" O.C.	24"X24"
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	4,974 SF	PASPALUM NOTATUM	BAHIA GRASS	S.F.	TIGHT, FITTED JOINTS	SOD
	7,696 SF	PINE STRAW	PINE STRAW	S.F.	TOTAL BED AREA	2" LAYER
	5,518	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE SOD	SOD	12" OC	


GUMBO LIMBO TREE


PIGEON PLUM


SILVER BUTTONWOOD


ORANGE GEIGER


KEYS THATCH PALM


MAGNOLIA


JAMAICA CAPER


RED TIP COCOPLUM


PITCH APPLE


PINK MUHLY GRASS


WILD COFFEE


DWARF WALTER'S VIBURNUM


COONTIE PALM

Michael Flaugh
LANDSCAPE ARCHITECT
FL Reg. # LA6671128
772.419.0024
303.771.6846
Mike@MichaelFlaugh.com
www.MikeFlaughLA.com

Sheet
2 of 3
Landscape plan

Preliminary Landscape Plan
SHEPARD PARK
600 SW OCEAN BLVD, STUART, FL 34994

Please note:
The landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, google aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or dispreportionate at best and on-site adjustments to this design during installation are necessary. ***It is the contractors responsibility to verify all measurements and quantities prior to commencing work.***

Date:
11/07/2018
Drawn by: MF
Reviewed by: MF
Scale: 1"=16'
Revised:11/29/2018

02240020.CCM

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 23-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE PUBLIC WORKS DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE BOAT TRAILER PARKING IMPROVEMENTS ASSOCIATED WITH SHEPARD PARK; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida:

Project Title: Shepard Park Improvements Part 4

Total Estimated Cost: $500,000.00

Project Description: The project will reconfigure the existing boat trailer parking spaces to improve maneuverability and construct additional boat trailer parking spaces to Shepard Park. The project will utilize pervious concrete for the travel lanes and turf block parking spaces, as well as, construct two rain gardens to help reduce stormwater runoff into the St. Lucie River.

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above,

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

R23-2019
Shepard Park Boat Trailer Parking FIND Grant Application Authorization

Commissioner MEIER 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:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
KELLI GLASS LEIGHTON, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
MIKE MEIER, COMMISSIONER	Y			

ADOPTED this 25th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Alaina Knofla

Title of Item:

RFP #2020-100, DESIGN OF GUY DAVIS COMMUNITY PARK IMPROVEMENTS (RC):

RESOLUTION No. 32-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING AUTHORIZATION TO ENTER NEGOTIATIONS FOR THE DESIGN OF GUY DAVIS COMMUNITY PARK IMPROVEMENTS TO THE TOP RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC. OF PORT SAINT LUCIE, FLORIDA PURSUANT TO RFP #2020-100; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Request for Proposals #2020-100 was advertised in the Palm Beach Post on December 4, 2019: Simultaneously released on-line by Onvia (www.DemandStar.com) who notified 934 potential proposers and issued 50 RFP packages. Eight (8) proposals were received by the closing time and date of 2:30 pm, Wednesday December 4, 2019.

A five (5) member selection committee met on January 6, 2020, to discuss and evaluate the proposals based on the following criteria; the firms' qualifications, business plan, compensation schedule, references, and quality of submittal The selection committee determined that presentations were an essential part of the evaluation process and in the best interests of the City. A memorandum was distributed to four top ranked firms on January 7, 2020, requesting presentations on February 13, 2020, to include a 20-minute webinar with a 10-minute Q & A session on the following topics: Present a conceptual design, Most recent similar project and cost, professional opinion/experience using synthetic turf verses grass fields, cost projection. Following the presentations, the selection committee collectively agreed the top ranked firm to be Calvin, Giordano & Associates, Inc.

The selection committee requests authorization to commence negotiations with the top-ranked firm, Calvin, Giordano & Associates, Inc. of Port Saint Lucie, Florida.

Funding Source:

To be determined

Recommended Action:

Adopt Resolution No. 32-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R32-2020	2/14/2020	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 32-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2020-100, DESIGN OF GUY DAVIS COMMUNITY PARK IMPROVEMENTS TO THE TOP RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC. OF PORT SAINT LUCIE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the authorization to negotiate for RFP #2020-100, Design of Guy Davis Community Park Improvements to the top ranked firm, Calvin, Giordano & Associates, Inc of Port Saint Lucie, Florida .

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 32-2020
Authorization to Negotiate for RFP #2020-100, Design of Guy Davis Community Park Improvements

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** bhogarth

Title of Item:

URGING STATE ACTION TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTICS:

RESOLUTION No. 33-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO TAKE NECESSARY AND EXPEDIENT ACTION ADDRESSING THE PROLIFERATION OF SINGLE-USE PLASTICS INCLUDING RETAIL PLASTIC BAGS, AND THEIR SUBSEQUENT IMPACT TO BOTH THE ENVIRONMENT AND TO MARINE AND AQUATIC LIFE; FURTHER URGING THE FLORIDA LEGISLATURE TO ADOPT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FEBRUARY 1, 2010 RETAIL BAGS REPORT AND ASSOCIATED RECOMMENDATIONS REGARDING SINGLE-USE RETAIL PLASTIC BAGS; OPPOSING A CONTINUED STATE PREEMPTION OF LOCAL EFFORTS TO ADDRESS THE GROWING THREAT OF PLASTIC POLLUTION WITHIN LOCAL COMMUNITIES DUE IN PART TO STATE INACTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

*Item requested by Mayor Mike Meier and as a follow up to a commission discussion at the regularly scheduled commission meeting on February 10, 2020.

In 2008, the Florida Legislature adopted The Energy, Climate Change, and Economic Security Act, which among other policies, directed the Florida Department of Environmental Protection to research and analyze the impacts of single-use plastic bags and auxiliary containers in retail uses. The Department was also charged with studying local government ordinances and policies and prescribing options and recommendations in mitigating plastic pollution for the Florida Legislature to adopt in the future. During this process, local government policy making was effectively preempted by the State until the recommendations of the report could be weighed and acted upon by the State legislature.

The report was finalized and presented to the legislature on February 1, 2010. Since then, the Legislature has neither adopted the report nor acted on the recommendations provided by DEP therein.

Since 2010, dozens of municipalities throughout the State have adopted various ordinances designed to address plastic pollution within their communities. While some local governments like the City of Stuart have chosen to adopt ordinances that do not conflict with the 2008 preemption, others have challenged this arbitrary rulemaking by the State and enacted their own policies and laws designed to curb plastic pollution within their jurisdiction.

The Resolution provided herein is in response to the growing threat of plastic pollution in local and regional waterways, and the need for state action due to both current legal constraints and a desire for uniformity in law throughout the state.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution and have City Clerk transmit copies to Martin County legislative delegation members and respective committee chairs in the Florida Legislature.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R33-2020 Urging State Action to Address the Proliferation of Single-use Plastics	2/18/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 33-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO TAKE NECESSARY AND EXPEDIENT ACTION ADDRESSING THE PROLIFERATION OF SINGLE-USE PLASTICS INCLUDING RETAIL PLASTIC BAGS, AND THEIR SUBSEQUENT IMPACT TO BOTH THE ENVIRONMENT AND TO MARINE AND AQUATIC LIFE; FURTHER URGING THE FLORIDA LEGISLATURE TO ADOPT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FEBRUARY 1, 2010 RETAIL BAGS REPORT AND ASSOCIATED RECOMMENDATIONS REGARDING SINGLE-USE RETAIL PLASTIC BAGS; OPPOSING A CONTINUED STATE PREEMPTION OF LOCAL EFFORTS TO ADDRESS THE GROWING THREAT OF PLASTIC POLLUTION WITHIN LOCAL COMMUNITIES DUE IN PART TO STATE INACTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart, a coastal community that prides itself on proactive environmental stewardship and the preservation of the natural environment, has identified plastic pollution as a growing threat to its conservation efforts; and

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 1 trillion plastic bags are created worldwide every year without consideration of the lack of facilities or infrastructure required to appropriately dispose of these materials; and

WHEREAS, plastic bags and microplastics contaminating the world's oceans and waterways, pose an existential threat to marine life through accidental ingestion and the bioaccumulation of harmful chemicals from degrading plastics within the ecosystem; and

WHEREAS, single-use plastic bags are difficult and problematic to recycle, frequently contaminating material that is processed through the City's curbside recycling program; and

WHEREAS, more than 350 municipalities in 25 states have already banned or heavily taxed single-use plastic bags; and

WHEREAS, the Florida Legislature adopted The Energy, Climate Change, and Economic Security Act of 2008 which in part stated, "The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy" (Fla. Stat. Section 403.7033), and further directed the Florida Department of Environmental Protection to 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;" and

WHEREAS, the Florida Department of Environmental Protection (DEP) transmitted its *Retail Bags Report to the* [Florida] *Legislature* on February 1, 2010, which outlined "how

improperly discarded plastic bags can affect wildlife, marine life, landfill operation and flood control systems," while providing 12 "Options for Discouraging and Reducing the Use of Single-Use Retail Bags;" and

WHEREAS, Florida DEP Secretary Michael W. Sole stated in his 2010 letter of transmittal to the Florida Legislature that "DEP believes there are ways to reduce our dependency on these bags and to properly reuse or dispose of them. It is recommended that the Legislature review the available options and take action to discourage the use of single-use paper and plastic retail bags and encourage the use of reusable retail bags;" and

WHEREAS, Florida Statute Section 403.7033, however, commands that "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, or tax of such auxiliary containers, wrappings, or disposable plastic bags;" and

WHEREAS, since 2010, the Florida Legislature has neither adopted the 2010 Retail Bags Report nor taken any action with respect to those recommendations provided within the report through general or special law; and

WHEREAS, in the 2019 Legislative Session, Senate Bill 88 and House Bill 6033 sought to preempt recyclable and polystyrene materials to the state, but failed to pass a single committee; and

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

WHEREAS, the City of Stuart has adopted multiple ordinances regulating single-use plastic materials on public property, and the use of plastic straws citywide, which are not in conflict with existing Florida Statutes; and

WHEREAS, a statewide effort to reduce use and dependency on single-use plastic materials would be largely more productive than diverging local ordinances, but if the State does not act to curb plastic pollution and the proliferation of single-use plastic bags, local governments should be permitted to work together to enact such critically important regulation; and

WHEREAS, the City of Stuart is committed to working with all residents, businesses, and stakeholders cooperatively and collaboratively in establishing meaningful legislation that will reduce the proliferation of single-use plastics and retail plastic bags while improving recycling programs and infrastructure, conservation efforts, and overall environmental stewardship.

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 being true and correct and is incorporated herein.

SECTION 2: The City Commission of the City of Stuart, Florida is committed to its long-term goal of zero waste and in curbing the harmful impacts of plastic pollution within our fragile ecosystem through safe and sustainable alternative solutions.

SECTION 3: The City Commission urges the Florida legislature to take necessary and expedient action addressing the proliferation of single-use plastics and retail plastic bags throughout the State, and their subsequent impact to both the environment and to marine and aquatic life.

SECTION 4: The City Commission further urges the Florida legislature to adopt the Florida Department of Environmental Protection's February 1, 2010 Retail Bags Report and associated recommendations regarding single-use retail plastic bags.

SECTION 5: If the Florida Legislature will not take statewide action to address the proliferation of single-use plastics and retail bags, the City Commission opposes continued preemption of local government efforts to address both issues in the best interests of their communities.

SECTION 6: The City Commission further directs the City Clerk to transmit a copy of this Resolution to all appropriate parties.

SECTION 7: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 8: If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 9: This Resolution shall become effective upon its adoption.

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Tom Reetz

Title of Item:

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

ORDINANCE No. 2427-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED WEST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SEVEN (7) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The vacant subject property is approximately 13.59 acres and consists of three parcels, located west of SE Federal Highway in an urban area on the south eastern edge of jurisdictional limits of the City of Stuart. The City Commission unanimously approved the annexing of the three parcels into the City of Stuart on May 8, 2017. The applicant is proposing to construct 280 multi-family garden-style residential units consisting of seven 4 story garden-style apartment buildings all with elevators. For additional details and code reviews see attached staff report.

On January 30, 2020, the Local Planning Agency unanimously approved the project with the following conditions:

1. Address bus stops to make them safer
2. Extend ornamental fence on the west side of the road
3. Increase parking calculation to 484, but garages can be included in the calculation
4. Include exterior trash cans, grills, signage, exterior lighting in site plan
5. Implement a car wash station
6. Solution to mail delivery and mailboxes
7. Work to get permission to add sidewalk connection through "preserve" area
8. Indicate the correct unit count and submit the floor plans
9. Address charging stations

10. Include rules or deed restrictions regarding dogs
11. Submit a detailed construction activity plan

Since then, the applicant has responded to each of the eleven conditions including the addition of improved lighting, signage, landscape, a 6 foot wide sidewalk along Springtree Place and enhanced entry and has had conversations with the Department of Transportation agreeing to a temporary access off U.S.1 thus avoiding using Springtree Place during the construction phase.

Additionally, a revised Traffic Study has been forwarded to the City's traffic consultant for review along with Parking statement. Floor plans depicting studio, one, two, and three bedroom layouts are now attached as exhibits to the Ordinance.

The intent of this application is to assign a Residential Planned Unit Development (RPUD) zoning designation and a multifamily land use to property recently annexed into the city in order to construct 280 multifamily units on 13.59 acres owned by Stuart 13 Acres, LLC, Tierra Del Lago and Stuart Harbor Marina and Yacht Club.

The proposed project consist of seven (7) four-story apartment buildings. In addition to the apartment buildings, there will be amenities such as a clubhouse, pool, dog park and car wash. The apartment access will be privately gated with two access points, one of from S.E. Springtree an existing open private road and from S.E. Harrison Street a Martin County maintained road to the north. The residents will also have opportunity to rent a garage for an automobile if desired.

The property is bounded to the south by the Natilie Mobile Home Park which is in unincorporated Martin County. To the north is Coral Gardens single family and an Exon gas station with convenience store, also in Martin County. To the east is vacant land with a CPUD zoning and is within the City of Stuart. The main access to the property will be from Springtree, which has capacity for the additional trips related to the proposed development.

The property is comprised of both uplands and wetlands. The wetland has been qualified as a very low quality system which the South Florida Water Management Department requires no mitigation. The northern portion of the property contains pine flatwood forest which will be mostly retained as preserve. A lake at the development's center will have littoral planting at it's perimeter then transitioning onto it's bank with native trees.

The Springtree Home Owner's Association has applied as Intervenor for tonight's meeting. **See Intervener application attached**

Funding Source:

N/A

Recommended Action:

Recommend approval of Ordinance No. 2427-2020 assigning a Residential Planned Unit Development zoning and assigning a future land use map change of multi-family to the City Commission for First Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2427-2020	2/15/2020	Ordinance add to Y drive

🗋	Ordinance No. 2427-2020 Exhibit D	2/15/2020	Ordinance add to Y drive
🗋	Ordinance 2427-2020 D1	2/15/2020	Ordinance add to Y drive
🗋	Ordinance 2427-2020 D2	2/15/2020	Ordinance add to Y drive
🗋	Staff Report	2/17/2020	Staff Report
🗋	Comprehensive Plan Review	2/17/2020	Staff Report
🗋	Response letter to LPA conditions	2/15/2020	Backup Material
🗋	Springtree Project narrative	2/15/2020	Backup Material
🗋	Revised Traffic Study 2.12	2/15/2020	Backup Material
🗋	Parking Statement 2.12	2/15/2020	Backup Material
🗋	Consultant comments (2nd Round)	1/21/2020	Backup Material
🗋	Applicant response letter	1/22/2020	Backup Material
🗋	Stormwater Report- updated	1/22/2020	Backup Material
🗋	FWC correspondence	1/21/2020	Backup Material
🗋	Intervenor Application	2/15/2020	Backup Material
🗋	LPA Meeting Minutes	2/15/2020	Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2427-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED WEST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SEVEN (7) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Waypoint Residential Services, LLC for three contiguous parcels equaling 13.59 acres of land located west of S.E. Federal Highway, south of S.E. Harrison Street; and north of the Natalie Estates Mobile Home Park.

WHEREAS, the City of Stuart has determined the need to assign the future land use and a land development zoning district for said lands; and

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

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

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

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

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

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for development attached hereto as **Exhibit "C";**

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The RPUD Site Plan, Sheets SP-1, SP-2 & SP-3, prepared by HJA Design Studios, Landscape Architects, dated 10-09-19 and 12-02-19 and last revised on 2-11-20.**
b. **Cover Sheet, Boundary Survey and Topographic Survey, Sheets 2 thru 4, by Bowman Consulting Group Ltd., dated 06.28.2019.**
c. **Existing Tree Survey/Removal Plan, Sheet LP-1 Landscape Plans Sheets LP-2 thru LP-5, prepared by HJA Studios, Landscape Architects, dated 01.07.20 and last revised on 02.11.20.**
d. **Stuart Springtree Fire Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
e. **Stuart Springtree Garbage Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
f. **Architectural Floor Plans, by Group 4 Design, Inc, Sheets 4.1-C, 4.4-C, Unit Plan A-2, B-1, B-1C, C-1, S-1, all dated 01.06.20.**
g. **Architectural Building Elevations and Garage Elevations, by Group 4 Design, Inc., Sheets MIX 4.1, MIX 4.4 and Garage dated 01.06.20.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Multi-Family Density Residential". This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this ordinance may not become effective until the state land planning agency or the Administration

Commission, respectively, issues a final order determining that the adopted large-scale land use amendment complies as defined in s. 163.3184(1)(b).

SECTION 4: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development subject to the appeal period stated in Section 2, above.

SECTION 5: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner. However, the Future Land Use and Zoning Designations granted herein shall not be effective until thirty-one (31) days after adoption, and as otherwise provided by law.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

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

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL 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 RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES: Owner: Stuart 13 Acres, LLC

_____

Print Name: _____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2020, by _____ owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

WITNESSES: OWNER: Tierra Del Lago, Inc.

_____

Print Name: _____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2020, by _____ owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

WITNESSES: OWNER: Stuart Harbor Marina and Yacht Club

_____

Print Name: _____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2020, by _____ owner.

_____

Notary Public, State of Florida

My Commission Expires:

8

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 Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

PARCEL 1:

LOTS 51, 52, 53, 54 AND 55, CORAL GARDENS, PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY #1, VIZ. : THE SOUTH 3/15 OF THE NORTH 9/15 OF THE SUBDIVISION OF LOTS 18, 19 AND 20 OF HANSON GRANT, ACCORDING TO PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901, IN BOOK "B", PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND REFILED IN PALM BEACH COUNTY, FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY REDIVISION OF COUNTIES.

LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO ENGLE HOMES/PALM BEACH, INC., A FLORIDA CORPORATION, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1360, PAGE 373, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO STUART 13 ACRES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2475, PAGE 1736, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

PARCEL 3:

THE SOUTH 434.35 FEET (MEASURING 436.50 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1) OF THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 THAT LIE WITHIN THE SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20 OF THE HANSON GRANT ACCORDING TO THE PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901 IN BOOK "B",

PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-FILED IN PALM BEACH COUNTY FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY RE-DIVISION OF COUNTIES.

(Legal Description cont.)

LESS THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, AND THE SOUTH LINE OF SAID NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE

SOUTH 66 DEGREES, 17 MINUTES,10 5SECONDS WEST 727.96 FEET MEASURED (727.78 DESCRIPTION) ALONG SOUTH LINE OF SAID NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, AND 20 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 17 MINUTES 10 SECONDS WEST 1575.25 FEET ALONG SAID SOUTH LINE OF NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, 20; THENCE NORTH 23 DEGREES 47 MINUTES 05 SECONDS WEST 781.02 FEET TO THE NORTH LINE OF SAID SOUTH 3115THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19 AND 20; THENCE NORTH 66 DEGREES 21 MINUTES 10 SECONDS EAST 1498.84 FEET ALONG SAID NORTH LINE OF SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE SOUTH 29 DEGREES 23 MINUTES 47 SECONDS EAST 783.19 FEET MEASURED (782.47 DESCRIPTION) TO THE POINT OF BEGINNING.

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

   a. **The RPUD Site Plan, Sheets SP-1, SP-2 & SP-3, prepared by HJA Design Studios, Landscape Architects, dated 10-09-19 and 12-02-19 and last revised on 2-11-20.**
   b. **Cover Sheet, Boundary Survey and Topographic Survey, Sheets 2 thru 4, by Bowman Consulting Group Ltd., dated 06.28.2019.**
   c. **Existing Tree Survey/Removal Plan, Sheet LP-1 Landscape Plans Sheets LP-2 thru LP-5, prepared by HJA Studios, Landscape Architects, dated 01.07.20 and last revised on 02.11.20.**
   d. **Stuart Springtree Fire Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
   e. **Stuart Springtree Garbage Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
   f. **Architectural Floor Plans, by Group 4 Design, Inc, Sheets 4.1-C, 4.4-C, Unit Plan A-2, B-1, B-1C, C-1, S-1, all dated 01.06.20.**
   g. **Architectural Building Elevations and Garage Elevations, by Group 4 Design, Inc., Sheets MIX 4.1, MIX 4.4 and Garage dated 01.06.20.**

2. Any modifications to the Master RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. The maximum building height within the RPUD shall be 4 stories or 42'-6" to the roof eave and 59 feet to the highest point of the roof.. Height shall be measured from the

lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

4. Notwithstanding any presence of premium parking consisting of garages, at no time shall any parking space be deemed unavailable for use due to an absence of a lease agreement for the use of said space.

5. Garages shall not be used for storage to the exclusion of a vehicle.

6. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

7. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

Landscaping

8. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

9. 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.

10. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

11. Open Space. Not less than 41.0% of the RPUD shall be open space as depicted on the Site Plan by HJA Design Studios as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.

12. Excluding wetlands defined by the South Florida Water Management District, not less than 25% of the total pre-development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscape plan, by HJA Design Studios. The project shall adhere to the Preserve area mitigation and monitoring plan PAMP (to be prepared prior to building permit submittal). The owner and developer shall adhere to the provisions of the Monitoring Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Tree Mitigation

13. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

14. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

15. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

16. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant

and copies provided to the City prior to the commencement of any development activities.

17. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

18. Project phasing shall be shown on the site and construction plans are subject to staff approval during plan review process. The first phase shall include work along Springtree Place, stormwater infrastructure and the clubhouse".

19. The Developer shall install landscaping and gates at the development's entry location at S.E. Harrison Street and S.E. Springtree Place as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates at Springtree Place entrance shall be made operational prior to issuance of a certificate of occupancy.

20. The property owner shall provide easements for licensed television services that can coexist together with power in a public utility easement. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

21. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

22. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

23. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to

the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

24. The project's storm water facilities, specifically the Native Planting schemes at the lake will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

25. Littoral plantings and upland planting shall be provided per Landscape plan by HJA Design Studios at the lakes bank and entire perimeter.

26. Temporary or freestanding storage units are prohibited on the property once construction is complete.

27. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines shall be reviewed and approved by the city's public works department and the city's engineering consultant prior to permitting.

28. Stuart - Springtree will provide two on-site trash compactors. "Stuart - Springtree will provide one (1) singular on-site trash compactor. The resident shall place trash into a general trash receptacle located on their floor. The apartment management is responsible for transferring the trash from the on-floor receptacle to the compactor by way of a rolling cart. The resident will not be responsible for transferring the trash to the compactor or be responsible for operation of the compactor. The trash within the compactor shall be picked up by the City of Stuart Sanitation Department.

Signage

29. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Future Amendments

30. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.

31. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the owner. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owner.

Timetable for Development

32. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**March 1, 2021**
Final Certificate of Occupancy for all site and building improvements.	**March 1, 2024**

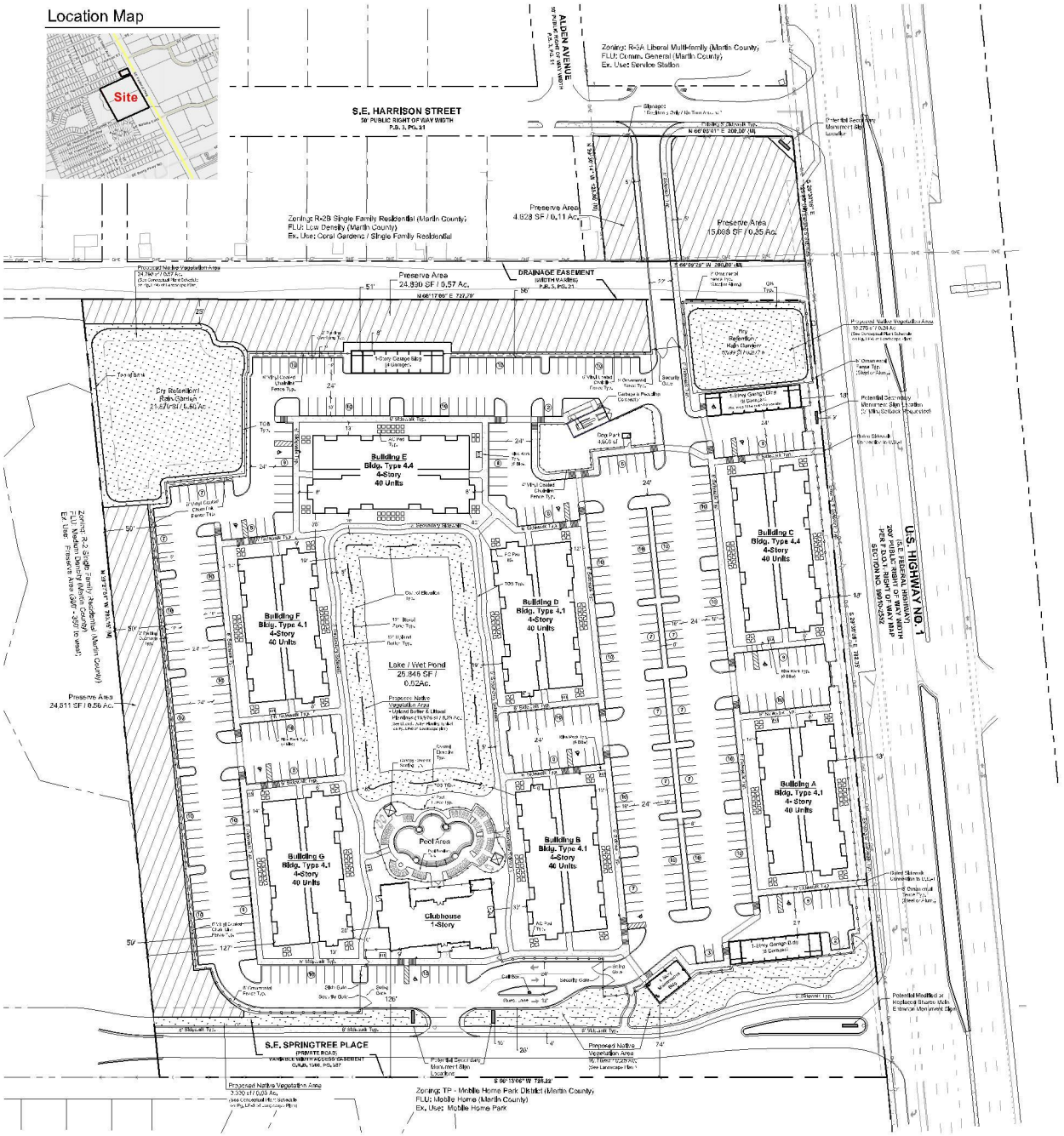
Allowable Uses

33. The following uses shall be permitted:

a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.

d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.



Site Data

Total Site Area	13.59 Ac. / 592,032 sf
Development Site Area	12.40 Ac. / 540,086 sf
Springtree Access Easement Area	1.19 Ac. / 51,948 sf
Proposed Future Land Use	Multi-family Residential
Proposed Zoning	RPUD (30 DU/ AC)
Proposed Use	Multi-family Apartments
Proposed Dwelling Units	280 Units

Density

Maximum Density - 30 DU/Ac. (13.59 Ac. x 30)	407 Max. Units
Proposed Density	280 Units
Proposed Gross Site Density	20.60 DU / Ac.

Open Space Data

Required Open Space:	177,610 sf / 4.08 Ac. / 30%
Provided Open Space:	226,320 sf / 5.19 Ac. / 38%
Dry Retention Areas	30,569 sf / 0.70 Ac.
Native Preserve / Landscape Areas (Excludes Interior Landscape Islands / Area)	195,751 sf / 4.49 Ac.

Impervious Area

Building Coverage	87,749 sf	2.01 Ac.	15%
Vehicular Use Area / Pavement	238,108 sf	5.47 Ac.	40%
Wet Pond / Lake Surface	26,846 sf	0.62 Ac.	5%
Total:	352,703 sf	8.10 Ac.	60%

Pervious Area

Dry Retention Areas	30,569 sf	0.70 Ac.	6%
Native Preserve / Landscape Areas	195,751 sf	4.49 Ac.	32%
Interior Landscape Islands / Area	13,009 sf	0.30 Ac.	2%
Total:	239,329 sf	5.49 Ac.	40%

Native Upland Preserve Data

Development Site Area (Excludes Springtree Access Easement)	12.40 Ac. / 540,086 sf
Required Native Preserve Area: (540,086 sf x 25%)	135,022 sf / 3.10 Ac. / 25%
Provided Native Preserve Area:	135,299 sf / 3.11 Ac. / 25%
Ex. Native Preserve	69,129 sf / 1.59 Ac.
Proposed Native Vegetation Areas	66,170 sf / 1.52 Ac.

Parking / Unit Data

Recommended ITE Parking Required — 428 Spaces

Unit Desc	Quantity	ITE Ratio	Spaces	Reference
Studio	28	1	28	ITE 5th Ed. Mid-rise General Urban/Suburban
1 br, 1 ba	124	1	124	ITE 5th Ed. Mid-rise General Urban/Suburban
2 br, 2 ba	108	2	216	ITE 5th Ed. Mid-rise General Urban/Suburban
3 br, 2 ba	20	3	60	ITE 5th Ed. Mid-rise General Urban/Suburban
Total/Avg	280	1.53	428	34 Spaces less than provided

Total Provided Parking (1.65 spaces per unit) — 462 Spaces

Standard Parking Spaces	428 Spaces
Handicap Parking Spaces (462 x 2% = 10 Req.)	10 Spaces
Detached Garages (1 Garage Handicap accessible per ADA Requirements)	24 Spaces

Building Setbacks & Separations

Front Building Setback (From East Property Line along U.S. Hwy 1)	18'
Side Building Setback (From South Property Line)	74'
Side Building Setback (From North Property Line)	51'
Rear Building Setback (From West Property Line)	127'
Building Setback from Lake Top of Bank	18'
Separation Between Buildings	26'
Building Separation from Ex. Preserve Area	10'
Pavement Separation from Ex. Preserve Area	5'

General Notes

1. Grills, trash cans, pet waste stations and site lighting to be located and specified on final construction plans.
2. Mail delivery and pickup to be provided in clubhouse.
2. Pull box and conduit to be provided for future vehicular electric charging station(s) to be located at clubhouse.

Legend

Ex. Preserve Area

Proposed Native Vegetation Area

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

STUART - SPRINGTREE

Florida

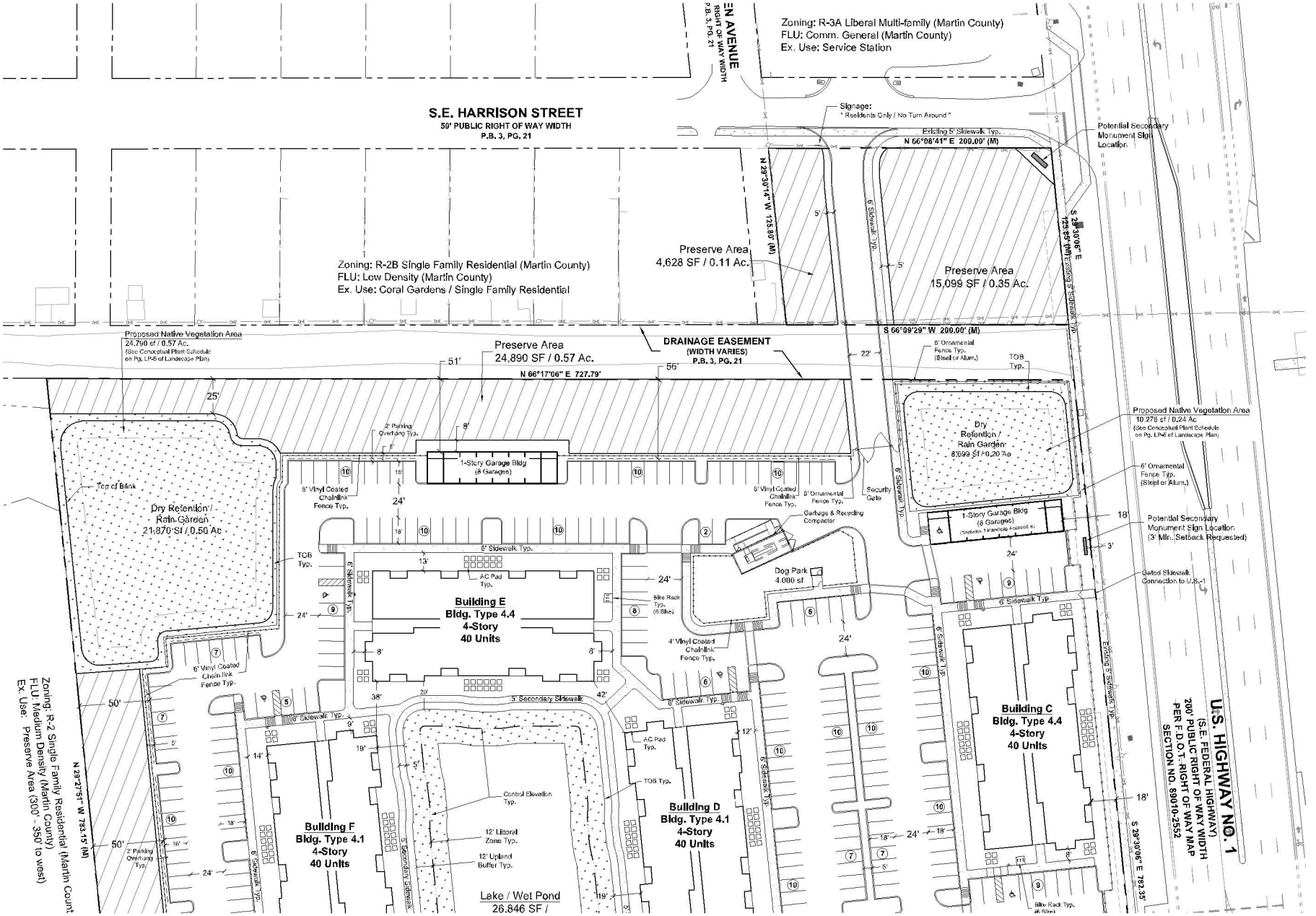
City of Stuart

RPUD Site Plan

Copyright
The following drawings are instruments of service of the Landscape Architect. They are not produced as designs, all ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by, and the property of the Landscape Architect and were created, evolved and developed for use on, and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No. 19029
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 10-09-19
12-02-19
Revision Dates 1-24-20
2-11-20

SP-1



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STUART - SPRINGTREE

City of Stuart
RPUD Site Plan

Florida

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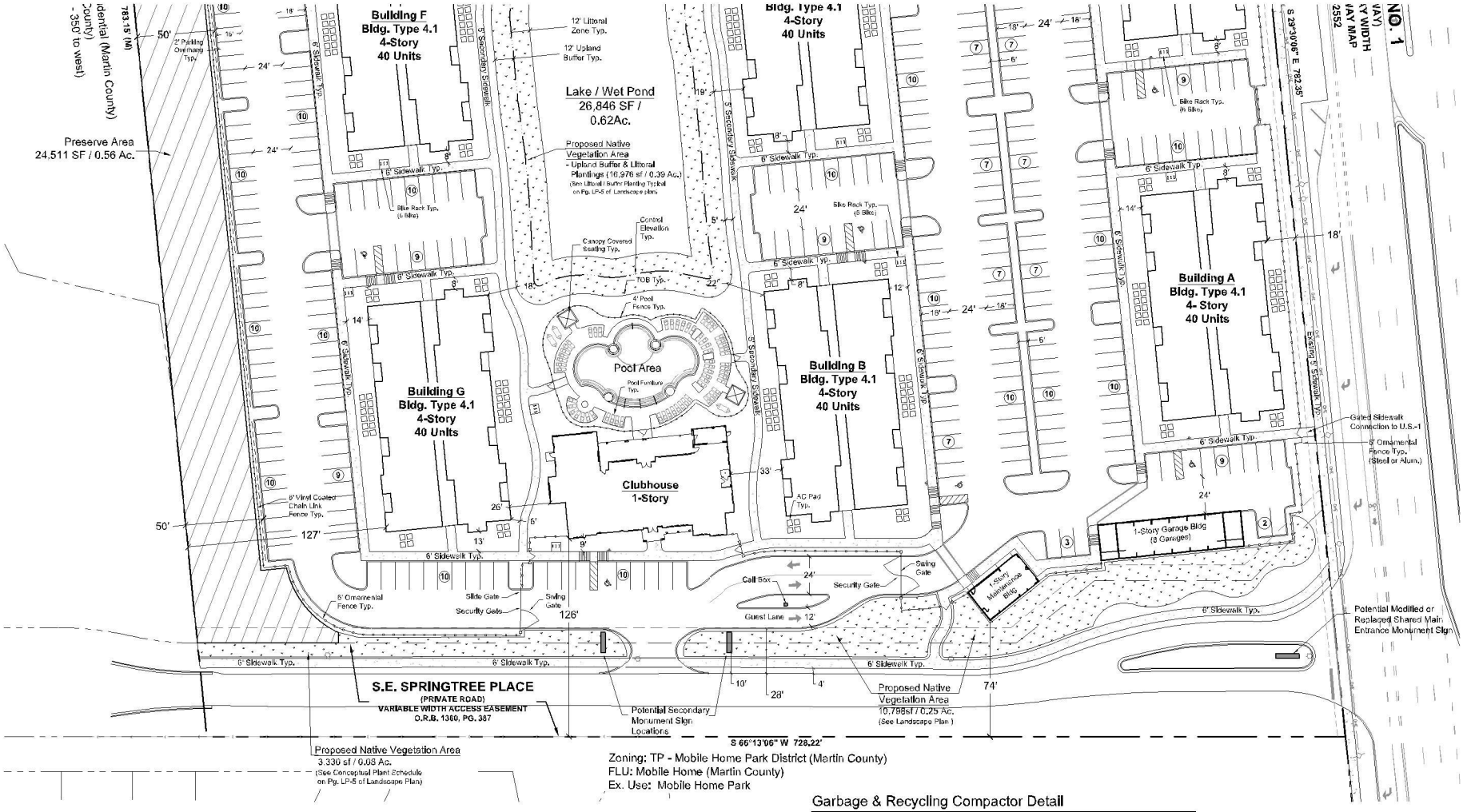
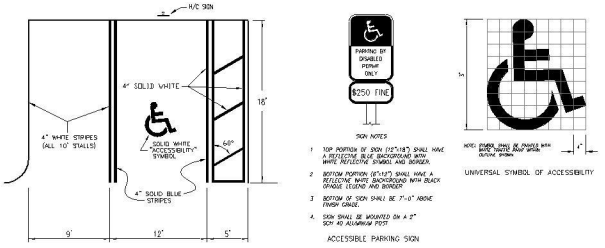
Job No.	19029
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	10-09-19
	12-02-19
Revision Dates	1-24-20
	2-11-20

SP-2

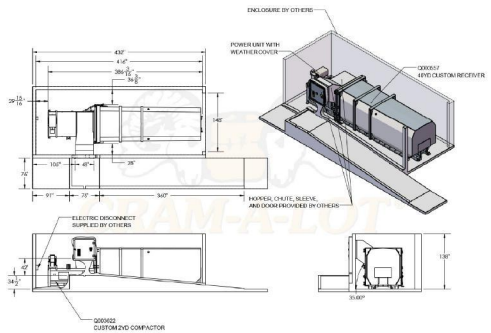


Zoning: TP - Mobile Home Park District (Martin County)
FLU: Mobile Home (Martin County)
Ex. Use: Mobile Home Park

Parking Space Detail



Garbage & Recycling Compactor Detail



Legend

Ex. Preserve Area

Proposed Native Vegetation Area

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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STUART - SPRINGTREE

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City of Stuart
RPUD Site Plan

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Job No.	19029
Drawn By	TT
Checked By	MH
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Submittal Dates	10-09-19
	12-02-19
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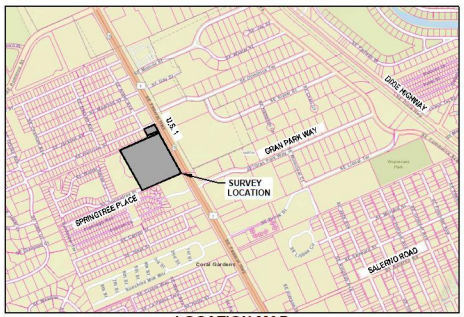
	2-11-20

SP-3

ALTA / NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
SPRINGTREE HOMES
A PORTION OF LOTS 18, 19, AND 20 OF THE HANSON GRANT
STUART, MARTIN COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

WAYPOINT RESIDENTIAL

PARCELS 1 AND 2

LEGAL DESCRIPTION: (PER TITLE COMMITMENT)

PARCEL 1:

LOTS 51, 52, 53, 54 AND 55, CORAL GARDENS, PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY #1, VIZ. : THE SOUTH 3/15 OF THE NORTH 9/15 OF THE SUBDIVISION OF LOTS 18, 19 AND 20 OF HANSON GRANT, ACCORDING TO PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901, IN BOOK "B", PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND REFILED IN PALM BEACH COUNTY, FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY REDIVISION OF COUNTIES.

LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO ENGLE HOMES/PALM BEACH, INC., A FLORIDA CORPORATION, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1360, PAGE 373, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO STUART 13 ACRES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2475, PAGE 1736, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TITLE COMMITMENT:

FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NUMBER: NCS-962854-ORL
COMMITMENT DATE: APRIL 30, 2019 @ 8:00 A.M.

SCHEDULE B-II EXCEPTIONS:

ITEMS 1 THROUGH 8 ARE STANDARD EXCEPTIONS - NO COMMENT

9. PLAT OF CORAL GARDENS PLAT 1 RECORDED IN PLAT BOOK 3, PAGE 21, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL 1)
AFFECTS PARCEL 1 AS SHOWN ON SURVEY

10. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 2761, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL 1)
AFFECTS PARCEL 1 AS SHOWN ON SURVEY

11. MAP OF THE SUBDIVISION OF MILES AND HANSON GRANT RECORDED IN PLAT BOOK B, PAGE 59 IN DADE COUNTY, FLORIDA AND PLAT BOOK 1, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 2)
AFFECTS PARCEL 2 AS SHOWN ON SURVEY

12. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 1040, RE-RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 2083, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL 2)
AFFECTS PARCEL 2 AS SHOWN ON SURVEY

13. LICENSE AGREEMENT BY AND BETWEEN TIERRA DEL LAGO, INC., A FLORIDA CORPORATION AND ENGLE HOMES/PALM BEACH, INC., A FLORIDA CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 1360, PAGE 395, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL 2)
AFFECTS PARCEL 2 - DOCUMENT IS ILLEGIBLE - NOT SHOWN ON SURVEY

14. ORDINANCE NO. 2352-2017 RECORDED IN OFFICIAL RECORDS BOOK 2930, PAGE 845, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCELS 1 AND 2)
AFFECTS PARCEL 1 AND 2 - BLANKET IN NATURE - NOT SHOWN ON SURVEY

15. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
NO COMMENT

PARCEL 3

LEGAL DESCRIPTION: (PER TITLE COMMITMENT)

THE SOUTH 434.35 FEET (MEASURING 436.50 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1) OF THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 THAT LIE WITHIN THE SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20 OF THE HANSON GRANT ACCORDING TO THE PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901 IN BOOK "B", PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-FILED IN PALM BEACH COUNTY FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY RE-DIVISION OF COUNTIES.

LESS THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, AND THE SOUTH LINE OF SAID NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE SOUTH 66 DEGREES, 17 MINUTES,10 SSECONDS WEST 727.96 FEET MEASURED (727.78 DESCRIPTION) ALONG SOUTH LINE OF SAID NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, AND 20 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 17 MINUTES 10 SECONDS WEST 1575.25 FEET ALONG SAID SOUTH LINE OF NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, 20; THENCE NORTH 23 DEGREES 47 MINUTES 05 SECONDS WEST 781.02 FEET TO THE NORTH LINE OF SAID SOUTH 3115THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19 AND 20; THENCE NORTH 66 DEGREES 21 MINUTES 10 SECONDS EAST 1498.84 FEET ALONG SAID NORTH LINE OF SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE SOUTH 29 DEGREES 23 MINUTES 47 SECONDS EAST 783.19 FEET MEASURED (782.47 DESCRIPTION) TO THE POINT OF BEGINNING.

TITLE COMMITMENT:

FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NUMBER: NCS-962845-ORL
COMMITMENT DATE: MAY 29, 2019 @ 8:00 A.M.

SCHEDULE B-II EXCEPTIONS:

ITEMS 1 THROUGH 8 ARE STANDARD EXCEPTIONS - NO COMMENT

9. PLAT OF THE HANSON GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "B", PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND RE-FILED IN IN PLAT BOOK 1, PAGE 11, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
AFFECTS SUBJECT PARCEL (PARCEL 3) AS SHOWN ON SURVEY

10. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED APRIL 5, 1994 IN OFFICIAL RECORDS BOOK 1064, PAGE 1040 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 2083, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
AFFECTS SUBJECT PARCEL (PARCEL 3) AS SHOWN ON SURVEY

11. ACCESS AND UTILITY EASEMENT AGREEMENT, RECORDED DECEMBER 30 , 1998 IN OFFICIAL RECORDS BOOK 1360, PAGE 387, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
AFFECTS SUBJECT PARCEL (PARCEL 3) AS SHOWN ON SURVEY

12. CITY ORDINANCE NO. 2352-2017, RELATED TO ANNEXATION, RECORDED JUNE 8, 2017 IN OFFICIAL RECORDS BOOK 2930, PAGE 845, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
AFFECTS SUBJECT PARCEL (PARCEL 3) - BLANKET IN NATURE - NOT SHOWN ON SURVEY

13. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
NO COMMENT

SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THE TOPOGRAPHIC INFORMATION IS BASED UPON A GROUND SURVEY PERFORMED IN JUNE 2019. THE CONTOUR INTERVAL IS ONE FOOT.
3. THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED UTILIZING THE DESCRIPTION AS SHOWN IN THE TITLE COMMITMENT AS PROVIDED BY THE CLIENT.
4. THE COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THIS REFERENCE WAS ESTABLISHED BY USING TOPCON GR5 RECEIVERS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE FOLLOWING PUBLISHED NATIONAL GEODETIC SURVEY CONTROL POINT:

   PID: AJ5257 - - FOUND FLANGE-ENCASED STAINLESS STEEL ROD STAMPED "GCY D15 2001",
   N: 1023556.75 E: 911406.77
5. THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED BEARING OF SOUTH 29°30'06" EAST FOR THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
6. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING MARTIN COUNTY BENCHMARKS:

   "GP-CG" - FOUND NAIL & DISK IN CONCRETE SIDEWALK STAMPED "GP-CG",
   ELEVATION = 16.27 FEET (NAVD 88)

   "IS-6" - FOUND 2" BRASS DISK IN CONCRETE OF A SIGN BASE STAMPED "IS-6",
   ELEVATION = 17.76 FEET (NAVD 88)
7. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. PROCEDURES AND LIDAR PROCEDURES WITH MULTIPLE MEASUREMENTS, AND HAS A STATISTICAL HORIZONTAL AND VERTICAL POSITIONAL PRECISION OF LESS THAN 0.10 FEET.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
9. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. TABLE "A" ITEM 3: THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBERS 12085C0163G AND 12085C0164G, DATED MARCH 16, 2015, WHICH ARE THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY THESE PARCELS ARE SITUATED IN.
12. TABLE "A" ITEM 4: THE GROSS LAND AREA OF THE SUBJECT PARCELS IS ±13.59 ACRES.
13. TABLE "A" ITEM 6: ZONING INFORMATION SHOWN ACCORDING TO SITE INVESTIGATION REPORT PREPARED BY BOWMAN CONSULTING GROUP.
14. TABLE "A" ITEM 7: THERE ARE NO BUILDINGS ON THE SITE.
15. TABLE "A" ITEM 8: THERE ARE NO PARKING SPACES ON THE SITE.
16. TABLE "A" ITEM 11: NO UNDERGROUND UTILITIES WERE LOCATED OTHER THAN SHOWN.
17. TABLE "A" ITEM 16: THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
18. TABLE "A" ITEM 17: THERE IS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
19. THE SURVEY DEPICTS THE SAME PROPERTY CONTAINED IN TITLE COMMITMENT FILE NUMBER: NCS-962854-ORL (PARCELS 1 AND 2) AND NCS-962845-ORL (PARCEL 3) PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
20. THE SUBJECT PARCEL IS CONTIGUOUS WITH NO GAPS OR GORES OR OVERLAPS.
21. THE TOPOGRAPHIC ELEVATION INFORMATION SHOWN IS BASED UPON DATA COLLECTED BY BOWMAN CONSULTING GROUP THROUGH THE USE OF AN UNMANNED AERIAL SYSTEM CARRYING A LIDAR SENSOR AND SUPPLEMENTED WITH ADDITIONAL GROUND SURVEY DATA. THE DATA WAS VERIFIED BY GROUND DATA COLLECTION ON THE VARIMUS GROUND CLASSIFICATIONS AND FOUND TO HAVE A VERTICAL ACCURACY OF +/- 0.12 FOOT. HARD SURFACE ELEVATIONS WERE COLLECTED USING STANDARD GROUND BASED SURVEY PROCEDURES.

INDEX OF SHEETS:

SHEET 1 OF 4 LEGAL DESCRIPTIONS; TITLE EXCEPTIONS; LOCATION MAP; SURVEYOR'S NOTES

SHEET 2 OF 4 BOUNDARY SURVEY

SHEET 3 OF 4 TOPOGRAPHIC SURVEY

SHEET 4 OF 4 TOPOGRAPHIC SURVEY

NOT VALID WITHOUT ALL SHEETS LISTED IN INDEX

SURVEYOR'S CERTIFICATION:

TO: **WAYPOINT RESIDENTIAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS**
FIRST AMERICAN TITLE INSURANCE COMPANY
GREENBURG TRAURIG, LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a)(b)(1), 8, 9, 11, 13, 16, 17, 20, AND 21 OF TABLE A THEREOF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS."

ALSO

I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JUNE 26, 2019
DATE OF LAST FIELDWORK FLORIDA

RICHARD E. BARNES, JR.
SURVEYOR AND MAPPER
REGISTRATION No. 5173

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

Bowman CONSULTING

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COVER SHEET
SPRINGTREE HOMES
STUART
FLORIDA
MARTIN COUNTY

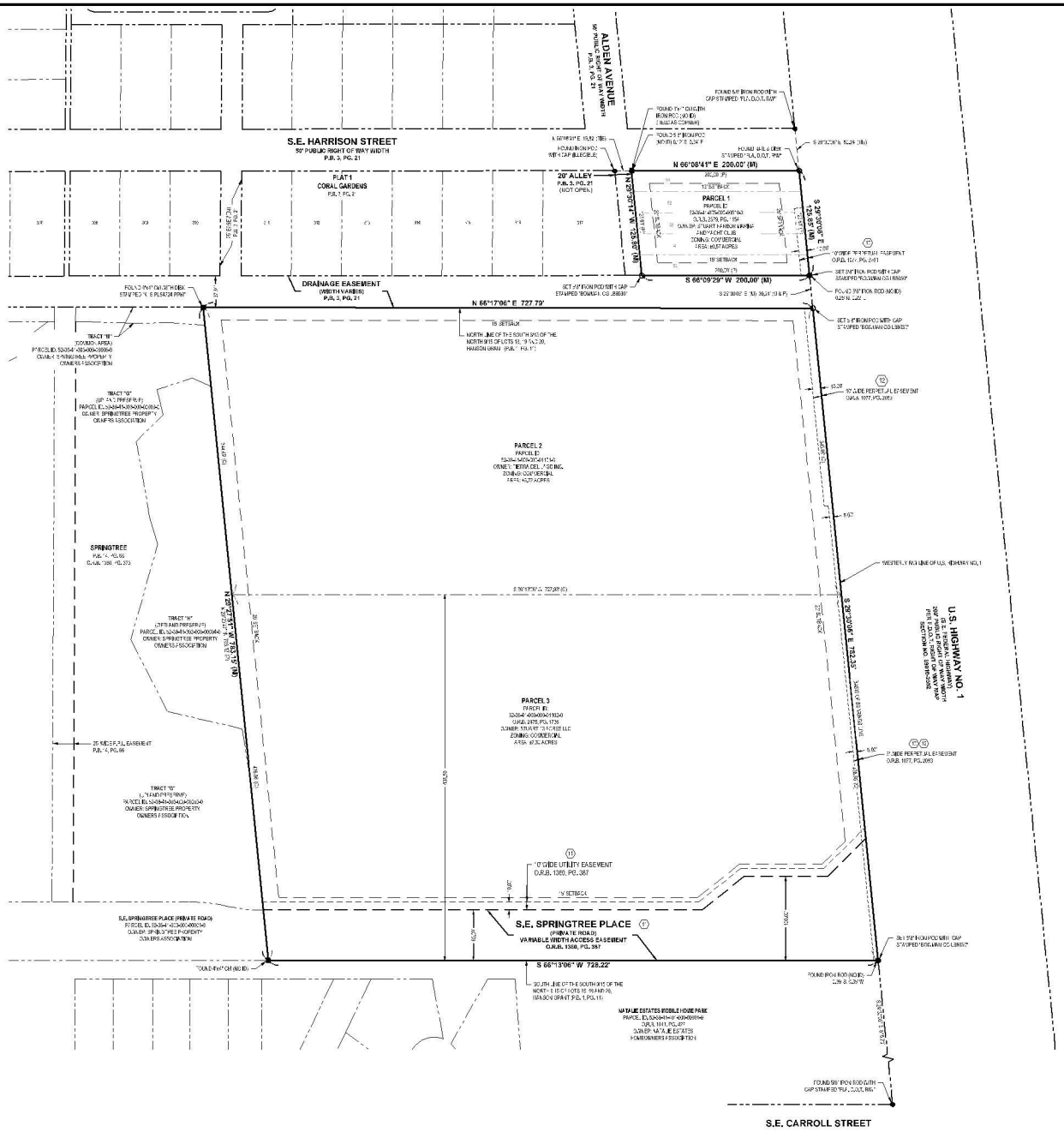
PROJECT NO.
30210-01-001

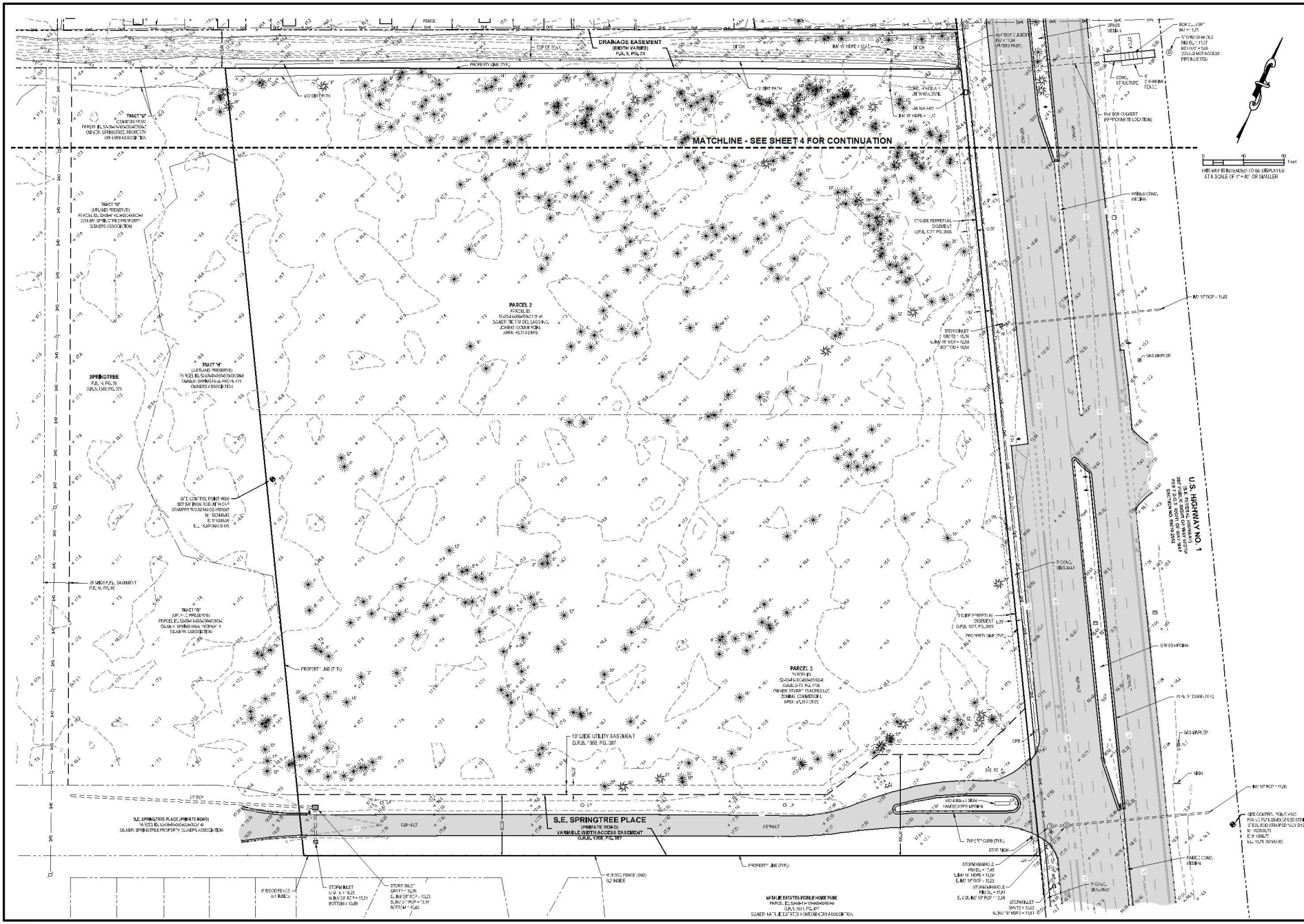
REVISIONS	
DATE	DESCRIPTION

10-180 JG FIELD	RT DRAWN	RB CHKD

SCALE: N/A
JOB No. 30210-01-001
DATE: 5/28/2019
FILE: 30210-D-BP-001

SHEET 1 OF 4


S.E. HARRISON STREET
50' PUBLIC RIGHT OF WAY WIDTH
P.B. 3, PG. 21
ALDEN AVENUE
50' PUBLIC RIGHT OF WAY WIDTH
P.B. 3, PG. 21
PLAT 1
CORAL GARDENS
P.B. 7, PG. 2
20' ALLEY
P.B. 3, PG. 21
(NOT OPEN)
N 66°08'41" E 200.00' (M)
PARCEL 1
PARCEL ID:
53-38-42-4576-000-00010
O.R.B. 2376, PG. 1791
OWNER: STUART HARBOUR MARINE AND YACHT CLUB
ZONING: COMMERCIAL
AREA: 0.57 ACRES
S 66°09'29" W 200.00' (M)
DRAINAGE EASEMENT
(WIDTH VARIES)
P.B. 3, PG. 21
N 66°17'06" E 727.79'
S 66°17'06" W 728.22'
S.E. SPRINGTREE PLACE
(PRIVATE ROAD)
VARIABLE WIDTH ACCESS EASEMENT
O.R.B. 1360, PG. 367
S.E. CARROLL STREET
U.S. HIGHWAY NO. 1
(S.E. FEDERAL HIGHWAY)
(PUBLIC RIGHT OF WAY WIDTH VARIES)
(STATE ROAD NO. 5)
SECTION NO. 89010-2502
SPRINGTREE
P.B. 7, PG. 66
O.R.B. 1360, PG. 373
PARCEL 2
PARCEL ID:
53-38-42-4576-000-00020
OWNER: TERRACE LANDING
ZONING: COMMERCIAL
AREA: 4.29 ACRES
PARCEL 3
PARCEL ID:
53-38-42-4576-000-00030
O.R.B. 2376, PG. 1726
OWNER: STUART 1.0 ACRES LLC
ZONING: COMMERCIAL
AREA: 4.72 ACRES
TRACT "A"
(LIFT AND PRESERVE)
PARCEL ID: 53-38-42-4576-000-00040
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
TRACT "B"
(LIFT AND PRESERVE)
PARCEL ID: 53-38-42-4576-000-00050
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
TRACT "C"
(LIFT AND PRESERVE)
PARCEL ID: 53-38-42-4576-000-00060
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
S.E. SPRINGTREE PLACE (PRIVATE ROAD)
PARCEL ID: 53-38-42-4576-000-00140
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
NATALIE ESTATES MOBILE HOME PARK
PARCEL ID: 53-38-41-4576-000-00180
O.R.B. 1411, PG. 277
OWNER: NATALIE ESTATES HOMEOWNERS ASSOCIATION
TRACT "B"
(LIFT AND PRESERVE)
PARCEL ID: 53-38-41-4576-000-00070
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
TRACT "A"
(LIFT AND PRESERVE)
PARCEL ID: 53-38-41-4576-000-00080
OWNER: SPRINGTREE PROPERTY OWNERS ASSOCIATION
N 23°30'11" W 725.80' (M)
S 66°13'06" W 728.22'
S 23°30'00" E 725.93'
S 23°30'00" E 725.93' (M)
15' SETBACK
10' WIDE UTILITY EASEMENT
O.R.B. 1360, PG. 367
25' WIDE F.P.L. EASEMENT
P.B. 7, PG. 66
8' WIDE PERPETUAL EASEMENT
O.R.B. 1077, PG. 2093
10' WIDE PERPETUAL EASEMENT
O.R.B. 1077, PG. 2093
10' WIDE PERPETUAL EASEMENT
O.R.B. 1077, PG. 2093
SET 5/8" IRON ROD WITH CAP STAMPED "BOWMAN CG LB6930"
FOUND 4"x4" CM (NO ID)
FOUND 5/8" IRON ROD WITH CAP STAMPED "PLA, D.O.T., RW"
FOUND 4" IRON ROD (NO ID)
0.29' S, 0.24' W
FOUND 5/8" IRON ROD WITH CAP STAMPED "PLA, D.O.T., RW"
FOUND 4" IRON ROD WITH CAP STAMPED "ILLEGIBLE"
FOUND 1/2" IRON ROD (NO ID)
0.70' S, 0.24' E
FOUND 4" IRON ROD WITH CAP STAMPED "ILLEGIBLE"
FOUND 4"x4" CM (NO ID)
0.25' W, 0.22' S
SET 5/8" IRON ROD WITH CAP STAMPED "BOWMAN CG LB6930"
FOUND 5/8" IRON ROD WITH CAP STAMPED "BOWMAN CG LB6930"
FOUND 5/8" IRON ROD WITH CAP STAMPED "PLA, D.O.T., RW"
SET 5/8" IRON ROD WITH CAP STAMPED "BOWMAN CG LB6930"
FOUND 5/8" IRON ROD WITH CAP STAMPED "PLA, D.O.T., RW"
FOUND



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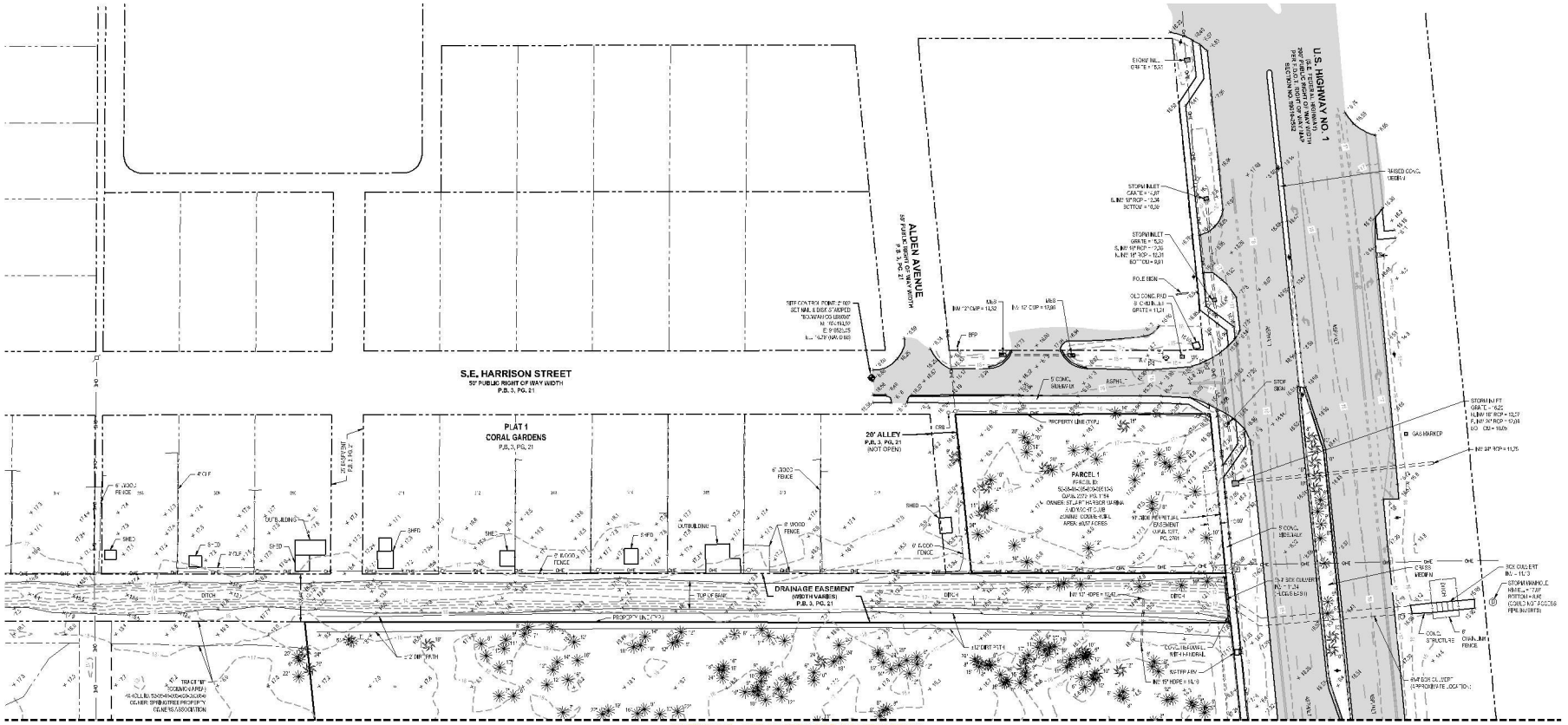
TOPOGRAPHIC SURVEY
SPRINGTREE HOMES
STUART
MARTIN COUNTY FLORIDA

PROJECT NO.
30210-01-001

REVISIONS		
DATE	DESCRIPTION	
10-18-19	JS	RT	RB
FIELD	DRAWN	CHKD

SCALE: 1" = 40'
JOB No. 30210-01-001
DATE: 5/28/2019
FILE: 30210-D-BP-001
SHEET 3 OF 4



THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER

0 40 80 Feet

Bowman CONSULTING

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TOPOGRAPHIC SURVEY
SPRINGTREE HOMES
STUART
MARTIN COUNTY FLORIDA

PROJECT NO.
30210-01-001

REVISIONS	

DATE	DESCRIPTION
10-18-19 JS	
FIELD	RT / RB
DRAWN	CHKD

SCALE: 1" = 40'
JOB No. 30210-01-001
DATE: 5/28/2019
FILE: 30210-D-BP-001

SHEET 4 OF 4



02240320 CC M

Existing Tree Chart

Tree No.	Species	Size DBH	Protected	Status
1	Slash Pine	20	Yes	Remove
2	Slash Pine	20	Yes	Remove
3	Slash Pine	14	Yes	Remove
4	Slash Pine	15	Yes	Remove
5	Slash Pine	8	No	Preserve
6	Slash Pine	7	No	Preserve
7	Slash Pine	8	No	Preserve
8	Slash Pine	14	Yes	Preserve
9	Slash Pine	7	No	Preserve
10	Slash Pine	10	Yes	Preserve
11	Slash Pine	8	No	Preserve
12	Slash Pine	8	No	Preserve
13	Slash Pine	8	No	Preserve
14	Slash Pine	8	No	Preserve
15	Slash Pine	8	No	Preserve
16	Slash Pine	6	No	Preserve
17	Slash Pine	12	Yes	Preserve
18	Slash Pine	8	No	Preserve
19	Slash Pine	10	Yes	Preserve
20	Slash Pine	12	Yes	Preserve
21	Slash Pine	16	Yes	Preserve
22	Slash Pine	16	Yes	Preserve
23	Slash Pine	24	Yes	Preserve
24	Slash Pine	8	No	Preserve
25	Slash Pine	8	No	Preserve
26	Slash Pine	10	Yes	Preserve
27	Sabal Palm	26	No	Preserve
28	Live Oak	5	Yes	Preserve
29	Live Oak	4	No	Preserve
30	Sabal Palm	18	No	Preserve
31	Slash Pine	8	No	Preserve
32	Slash Pine	11	Yes	Preserve
33	Slash Pine	10	Yes	Preserve
34	Slash Pine	11	Yes	Preserve
35	Slash Pine	8	No	Preserve
36	Slash Pine	7	No	Preserve
37	Slash Pine	8	No	Preserve
38	Slash Pine	12	Yes	Preserve
39	Slash Pine	14	Yes	Preserve
40	Slash Pine	13	Yes	Preserve
41	Slash Pine	12	Yes	Preserve
42	Slash Pine	16	Yes	Preserve
43	Slash Pine	16	Yes	Preserve
44	Slash Pine	10	Yes	Preserve
45	Slash Pine	12	Yes	Preserve
46	Slash Pine	18	Yes	Preserve
47	Slash Pine	14	Yes	Preserve
48	Slash Pine	12	Yes	Preserve
49	Slash Pine	8	Yes	Preserve
50	Slash Pine	12	Yes	Preserve
51	Slash Pine	13	Yes	Preserve
52	Slash Pine	24	Yes	Preserve
53	Slash Pine	16	Yes	Preserve
54	Slash Pine	16	Yes	Preserve
55	Live Oak	8	Yes	Preserve
56	Slash Pine	11	Yes	Preserve
57	Slash Pine	11	Yes	Preserve
58	Slash Pine	9	No	Preserve
59	Slash Pine	10	Yes	Remove
60	Slash Pine	10	Yes	Remove
61	Slash Pine	10	Yes	Remove
62	Slash Pine	8	No	Preserve
63	Slash Pine	8	No	Preserve
64	Slash Pine	10	Yes	Remove
65	Slash Pine	12	Yes	Remove
66	Slash Pine	8	No	Preserve
67	Slash Pine	6	No	Preserve
68	Slash Pine	6	No	Preserve
69	Slash Pine	10	Yes	Preserve
70	Sabal Palm	24	No	Preserve
71	Slash Pine	18	Yes	Preserve
72	Slash Pine	24	Yes	Preserve
73	Slash Pine	24	Yes	Preserve
74	Slash Pine	8	No	Preserve
75	Slash Pine	15	Yes	Preserve
76	Slash Pine	24	Yes	Preserve
77	Slash Pine	20	Yes	Preserve
78	Slash Pine	8	No	Preserve
79	Slash Pine	12	Yes	Preserve
80	Slash Pine	12	Yes	Preserve
81	Slash Pine	11	Yes	Preserve
82	Slash Pine	13	Yes	Preserve
83	Slash Pine	24	Yes	Preserve
84	Slash Pine	8	No	Preserve
85	Slash Pine	15	Yes	Preserve
86	Slash Pine	18	Yes	Preserve
87	Slash Pine	16	Yes	Preserve
88	Slash Pine	10	Yes	Preserve
89	Slash Pine	16	Yes	Preserve
90	Slash Pine	15	Yes	Preserve
91	Slash Pine	31	Yes	Preserve
92	Slash Pine	9	No	Preserve
93	Slash Pine	8	No	Preserve
94	Slash Pine	10	Yes	Remove
95	Slash Pine	14	Yes	Remove
96	Slash Pine	20	Yes	Remove
97	Slash Pine	14	Yes	Remove
98	Slash Pine	10	Yes	Remove
99	Slash Pine	12	Yes	Remove
100	Slash Pine	11	Yes	Remove
101	Slash Pine	10	Yes	Remove
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129	Slash Pine	12	Yes	Remove
130	Slash Pine	30	Yes	Remove
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132	Slash Pine	30	Yes	Remove
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134	Slash Pine	35	Yes	Remove
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136	Slash Pine	24	Yes	Remove
137	Slash Pine	10	Yes	Remove
138	Slash Pine	14	Yes	Remove
139	Slash Pine	10	Yes	Remove
140	Slash Pine	13	Yes	Remove
141	Slash Pine	10	Yes	Remove
142	Slash Pine	10	Yes	Remove
143	Slash Pine	10	Yes	Remove
144	Slash Pine	15	Yes	Remove
145	Slash Pine	12	Yes	Remove
146	Slash Pine	12	Yes	Remove
147	Slash Pine	12	Yes	Remove
148	Slash Pine	10	Yes	Remove
149	Slash Pine	13	Yes	Remove
150	Slash Pine	14	Yes	Remove
151	Slash Pine	12	Yes	Remove
152	Slash Pine	12	Yes	Remove
153	Slash Pine	12	Yes	Remove
154	Slash Pine	12	Yes	Remove
155	Slash Pine	12	Yes	Remove
156	Slash Pine	20	Yes	Remove
157	Slash Pine	16	Yes	Remove
158	Slash Pine	12	Yes	Remove
159	Slash Pine	10	Yes	Remove
160	Slash Pine	16	Yes	Remove
161	Slash Pine	14	Yes	Remove
162	Slash Pine	12	Yes	Remove
163	Slash Pine	14	Yes	Remove
164	Slash Pine	14	Yes	Remove
165	Slash Pine	20	Yes	Remove
166	Slash Pine	14	Yes	Remove
167	Slash Pine	20	Yes	Remove
168	Slash Pine	12	Yes	Remove
169	Slash Pine	14	Yes	Remove
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171	Slash Pine	10	Yes	Remove
172	Slash Pine	10	Yes	Remove
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181	Slash Pine	14	Yes	Remove
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183	Slash Pine	6	No	Remove
184	Slash Pine	12	Yes	Remove
185	Slash Pine	12	Yes	Remove
186	Slash Pine	10	Yes	Remove
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193	Slash Pine	12	Yes	Remove
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199	Slash Pine	11	Yes	Preserve
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203	Slash Pine	8	No	Preserve
204	Slash Pine	8	No	Preserve
205	Slash Pine	11	Yes	Preserve
206	Slash Pine	16	Yes	Preserve
207	Slash Pine	20	Yes	Preserve
208	Slash Pine	20	Yes	Preserve
209	Slash Pine	11	Yes	Preserve
210	Slash Pine	6	No	Remove
211	Slash Pine	18	Yes	Preserve
212	Slash Pine	15	Yes	Remove
213	Slash Pine	16	Yes	Remove
214	Slash Pine	20	Yes	Remove
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216	Slash Pine	11	Yes	Remove
217	Slash Pine	10	Yes	Remove
218	Slash Pine	11	Yes	Remove
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220	Slash Pine	19	Yes	Remove
221	Slash Pine	22	Yes	Remove
222	Slash Pine	18	Yes	Remove
223	Slash Pine	20	Yes	Remove
224	Slash Pine	20	Yes	Remove
225	Slash Pine	16	Yes	Remove
226	Slash Pine	14	Yes	Remove
227	Slash Pine	10	Yes	Remove
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229	Slash Pine	24	Yes	Remove
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231	Slash Pine	24	Yes	Remove
232	Slash Pine	14	Yes	Remove
233	Slash Pine	12	Yes	Remove
234	Slash Pine	18	Yes	Remove
235	Slash Pine	16	Yes	Remove
236	Slash Pine	14	Yes	Remove
237	Slash Pine	12	Yes	Remove
238	Slash Pine	12	Yes	Remove
239	Slash Pine	19	Yes	Remove
240	Slash Pine	18	Yes	Remove
241	Slash Pine	12	Yes	Remove

Legend

- Ex. Trees to be Preserved
- Ex. Trees to be Removed

Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)	
Total Inches (DBH) to be Removed	0 Inches
Total Inches (DBH) for Replacement	0 Inches
Protected Specimen Pines (Softwood)	
Total Inches (DBH) to be Removed	1,945 Inches
Total Inches (DBH) to be Replaced (1,945 x 1.5)	2,917.5 Inches

Notes

1. See Sheet LP-5 for applicable details and notes related to Tree Protection Barricades.
2. See Tree Mitigation data on Sheet LP-2 for proposed replacement inches.

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

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STUART - SPRINGTREE

Florida

City of Stuart

Existing Tree Survey / Removal Plan

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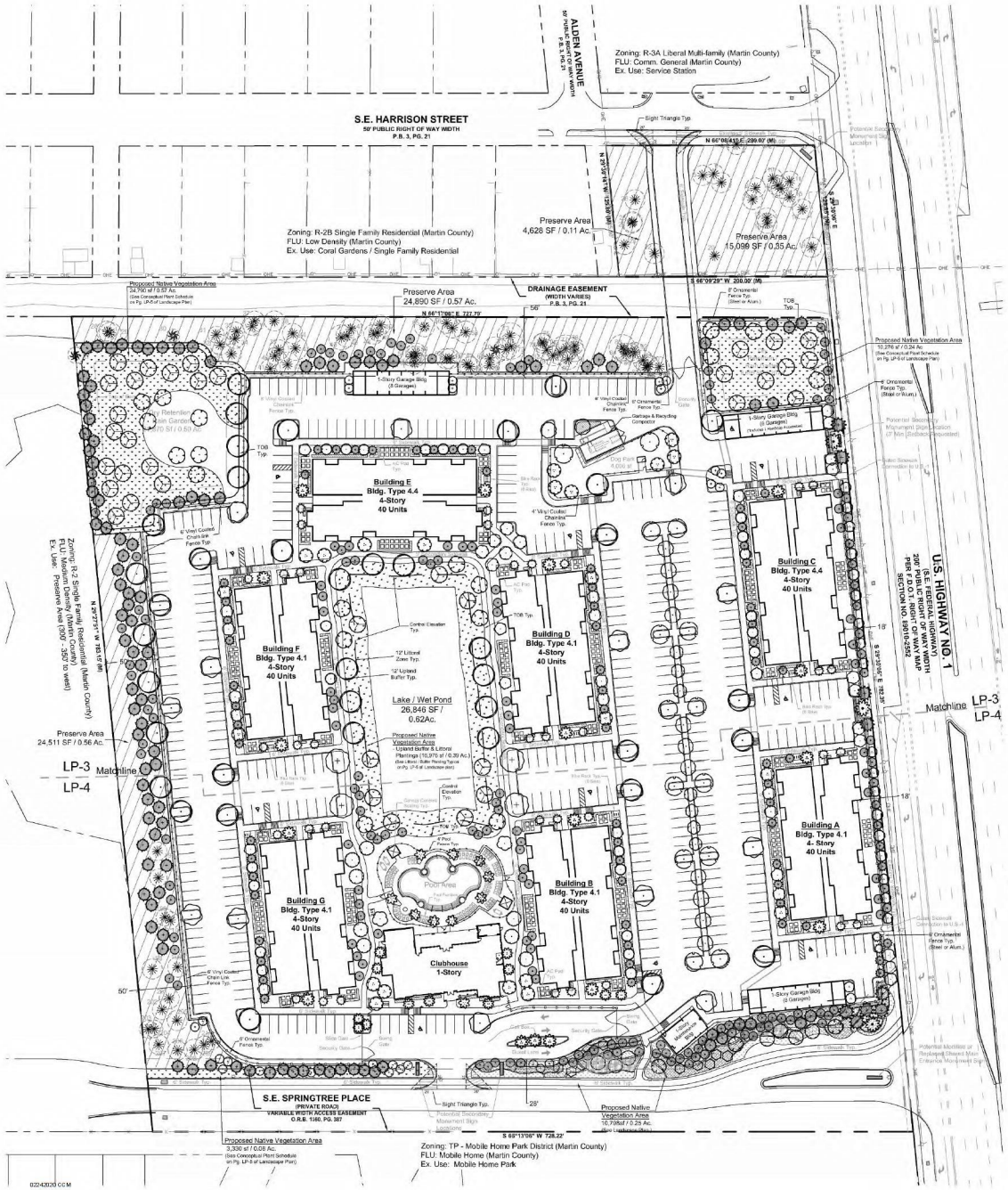
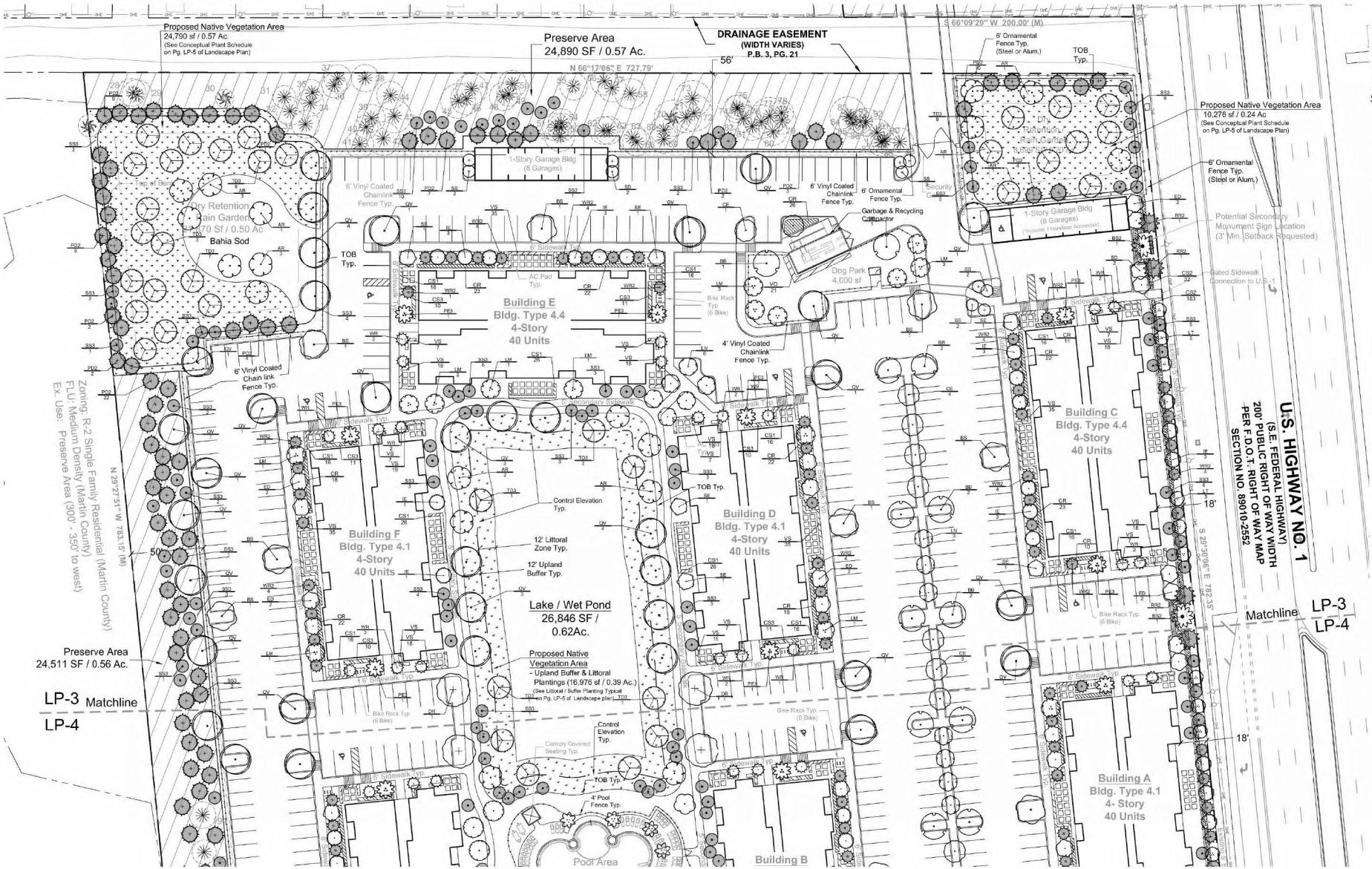
Job No. 19029
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 10-09-19
12-02-19 1-07-20
Revision Dates 2-11-20

LP-1


S.E. HARRISON STREET
50' PUBLIC RIGHT OF WAY WIDTH
P.B. 3, PG. 21
ALDEN AVENUE
50' PUBLIC RIGHT OF WAY WIDTH
P.B. 3, PG.21
Zoning: R-3A Liberal Multi-family (Martin County)
FLU: Comm. General (Martin County)
Ex. Use: Service Station
Zoning: R-2B Single Family Residential (Martin County)
FLU: Low Density (Martin County)
Ex. Use: Coral Gardens / Single Family Residential
Preserve Area
4,628 SF / 0.11 Ac.
Preserve Area
15,099 SF / 0.35 Ac.
Preserve Area
24,890 SF / 0.57 Ac.
DRAINAGE EASEMENT
(WIDTH VARIES)
P.B. 3, PG. 21
Proposed Native Vegetation Area
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Building E
Bldg. Type 4.4
4-Story
40 Units
Building C
Bldg. Type 4.4
4-Story
40 Units
Building F
Bldg. Type 4.1
4-Story
40 Units
Building D
Bldg. Type 4.1
4-Story
40 Units
Lake / Wet Pond
26,846 SF /
0.62Ac.
Building G
Bldg. Type 4.1
4-Story
40 Units
Building B
Bldg. Type 4.1
4-Story
40 Units
Building A
Bldg. Type 4.1
4- Story
40 Units
Clubhouse
1-Story
Pool Area
1-Story Garage Bldg
(8 Garages)
Dog Park
4,000 SF
Preserve Area
24,511 SF / 0.56 Ac.
U.S. HIGHWAY NO. 1
(S.E. FEDERAL HIGHWAY)
200' PUBLIC RIGHT OF WAY
PER F.D.O.T. RIGHT OF WAY MAP
SECTION NO. 89010-2502
Matchline
LP-3
LP-4
S.E. SPRINGTREE PLACE
(PRIVATE ROAD)
VARIABLE WIDTH ACCESS EASEMENT
O.R.B. 1160, PG. 387
Zoning: TP - Mobile Home Park District (Martin County)
FLU: Mobile Home (Martin County)
Ex. Use: Mobile Home Park
Zoning: R-2 Single Family Residential (Martin County)
FLU: Low Density (Martin County)
Ex. Use: Preserve Area (300' - 350' to west)
Proposed Native Vegetation Area
3,336 sf / 0.08 Ac.
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Proposed Native Vegetation Area
10,276 sf / 0.24 Ac
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Proposed Native Vegetation Area
16,708sf / 0.38 Ac.
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Lake Retention
(Coral Gardens)
6,970 SF / 0.50 Ac.
Sight Triangle Typ.
Potential Secondary Monument Sign Location
Potential Monument or Replaced Ground Mount Entrance Monument Sign
Potential Secondary Monument Sign Location (Subject to Approval)
Potential Secondary Monument Sign Location
Potential Monument or Replaced Ground Mount Entrance Monument Sign
Potential Secondary Monument Sign Location
Potential Monument or Replaced Ground Mount Entrance Monument Sign
Proposed Native Vegetation Area
10,276 sf / 0.24 Ac
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Proposed Native Vegetation Area
16,708sf / 0.38 Ac.
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
Proposed Native Vegetation Area
3,336 sf / 0.08 Ac.
(See Conceptual Plant Schedule on Pg. LP-5 of Landscape Plan)
N 66°08'43" E 299.07' (M)
S 66°09'29" W 200.00' (M)
N 66°13'08" E 727.75'
S 66°13'08" W 728.22'
S 23°25'0" E 282.3'
N 23°27'0" W 282.15' (M)
TOB Typ.
TOE Typ.
Garbage & Recycling Compactor
Control Elevation Typ.
Pool Fence Typ.
Pool Equipment
Pool Deck
Bike Rack Typ. (6 total)
Bench Typ. (6 total)
Trash Receptacle Typ. (6 total)
Bike Rack Typ. (4 total)
Bench Typ. (4 total)
Trash Receptacle Typ. (4 total)
Bike Rack Typ. (2 total)
Bench Typ. (2 total)
Trash Receptacle Typ. (2 total)
Bike Rack Typ. (3 total)
Bench Typ. (3 total)
Trash Receptacle Typ. (3 total)
Bike Rack Typ. (2 total)
Bench Typ. (2 total)
Trash Receptacle Typ. (2 total)
Bike Rack Typ. (4 total)
Bench Typ. (4 total)
Trash Receptacle Typ. (4 total)
Bike Rack Typ. (3 total)
Bench Typ. (3 total)
Trash Receptacle Typ. (3 total)
Bike Rack Typ. (2 total)
Bench Typ. (2 total)
Trash Receptacle Typ. (2 total)
Bike Rack Typ. (4 total)
Bench Typ. (4 total)
Trash Receptacle Typ. (4 total)
Bike Rack Typ. (2 total)
Bench Typ. (2 total)
Trash Receptacle Typ. (2



Legend

Existing Trees to be Preserved
(See Existing Tree Chart on Sheet LP-1 for more detailed info)

Ex. Preserve Area

Proposed Native Vegetation Area

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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STUART - SPRINGTREE

Florida

City of Stuart
Landscape Plan

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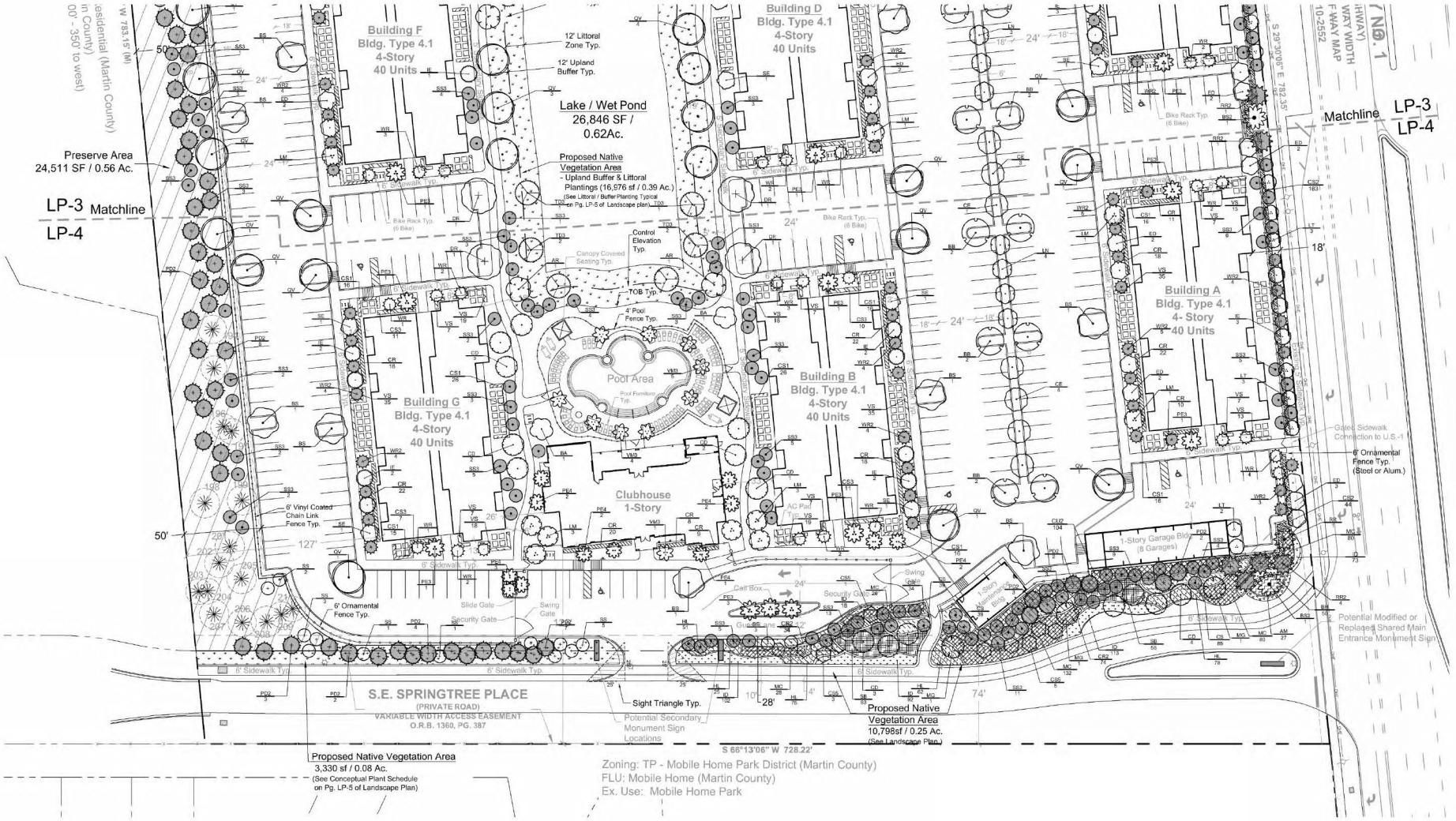
Job No. 19029
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 10-09-19
12-02-19 1-07-20
Revision Dates 2-11-20

LP-3

02240020 CC M



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STUART - SPRINGTREE

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Legend

- # Existing Trees to be Preserved (See Existing Tree Chart on Sheet LP-1 for more detailed info)
- Ex. Preserve Area
- Proposed Native Vegetation Area

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

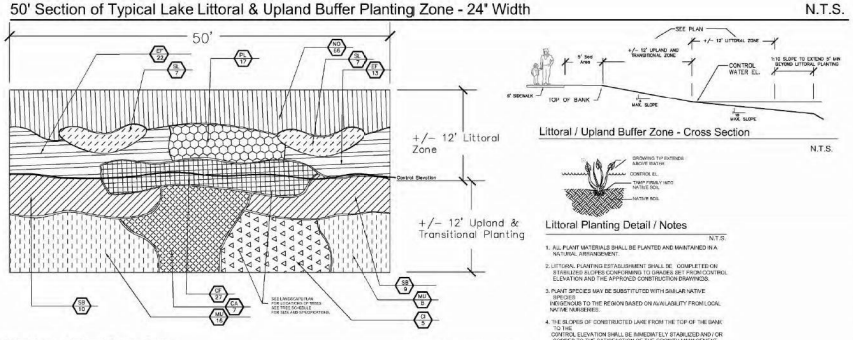
Job No.	19029
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	10-09-19, 12-02-19, 1-07-20
Revision Dates	2-11-20

LP-4

02242020 CC M

50' Section of Typical Lake Littoral & Upland Buffer Planting Zone - 24" Width

N.T.S.



Littoral / Upland Buffer Zone - Cross Section

N.T.S.

Littoral Planting Detail / Notes

N.T.S.

1. ALL PLANT MATERIALS SHALL BE PLANTED AND MAINTAINED IN A NATURAL ARRANGEMENT.
2. LITTORAL PLANTING ESTABLISHMENT SHALL BE COMPLETED ON STABILIZED SLOPES CONFORMING TO GRADES SET FROM CONTROL ELEVATION AND THE APPROVED CONSTRUCTION DRAWINGS.
3. PLANT SPECIES MAY BE SUBSTITUTED WITH SIMILAR NATIVE SPECIES INDIGENOUS TO THE REGION BASED ON AVAILABILITY FROM LOCAL NATIVE NURSERIES.
4. THE SLOPES OF CONSTRUCTED LAKE FROM THE TOP OF THE BANK TO THE CONTROL ELEVATION SHALL BE IMMEDIATELY STABILIZED AND / OR SODDED TO THE SATISFACTION OF THE GROWTH MANAGEMENT DEPARTMENT UPON COMPLETION OF THE LAKE CONSTRUCTION.

Plant List - Upland Buffer Zone

QTY (50' TYP)	QTY (TOTAL)	SYMBOL	SPECIES(BOTANICAL/COMMON)	SPECIFICATION
19	270	SB*	SPARTINA BAKERI / SMOOTH CORDGRASS	3' O.C., 1 GAL., FULL
7	100	CA*	CALLICARPA AMERICANA / BEAUTYBERRY	5' O.C., 3 GAL., FULL
24	341	MU*	MUHLENBERGIA CAPILLARIS / MUHLY GRASS	3' O.C., 1 GAL., FULL
5	71	CI*	CHRYSOBALANUS ICACO / COCOPLUM	5' O.C., 3 GAL., FULL

*=FLORIDA NATIVE

Plant List - Littoral Zone

QTY (50' TYP)	QTY (TOTAL)	SYMBOL	SPECIES(BOTANICAL/COMMON)	SPECIFICATION
14	199	SL*	SAGITTARIA LATIFOLIA / DUCK POTATO	2' O.C., BARE ROOT
66	937	NO*	NYMPHEA ODORATA / FRAGRANT WATER LILY	2' O.C., BARE ROOT
35	497	EF*	ELEOCHARIS FLAVESCENS / SPIKE RUSH	2' O.C., BARE ROOT
27	383	CI*	CANNA FLACCIDA / GOLDEN CANNA LILY	2' O.C., BARE ROOT
17	241	PL*	PONTEDERIA LANCEOLATA / PICKEREL WEED	2' O.C., BARE ROOT

*=FLORIDA NATIVE

* QUANTITIES ARE FOR A TYPICAL 50' SECTION. LINEAR FOOTAGE OF LITTORAL / UPLAND BUFFER SHOWN AROUND PERIMETER OF LAKE IS 712 LF. THEREFORE QUANTITIES SHOULD BE MULTIPLIED BY 14.2 (712 LF / 50) AS SHOWN ABOVE. SEE LANDSCAPE PLAN FOR LOCATION OF TREES. SEE TREE SCHEDULE FOR SIZE AND SPECIFICATIONS.

General Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
2. Tree locations may be adjusted for site/permit application based on final construction and / or utility plans. Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
3. For existing or proposed utilities no tree shall be planted where it could, at mature height, conflict with overhead power lines. Large trees (height at maturity of no more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20') and small trees (height at maturity of less than 20') require no offset. Palms should be planted at a distance equal to or greater than the average trend length plus two (2) feet from power lines.
4. No tree, shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Tree species shall be selected so to minimize conflicts with existing or proposed utilities.
5. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
6. Mulch shall be installed in all planting areas to a minimum depth of three inches. The use of cypress mulch is prohibited.
7. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, Index 546 regarding visibility triangles.
8. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
9. All above ground utilities shall be screened in accordance with City of Stuart requirements.
10. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
11. All prohibited, exotic, and invasive species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
12. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained as an undisturbed zone as provided in Chapter V, Resource Protection Related Development Standards.
13. To assure the health and survival of protected trees that are not to be removed, the contractor shall avoid the following kinds of tree injuries during all development activities: a. Mechanical injuries to roots, trunk, and branches; b. Injuries by chemical poisoning; c. Injuries by grade changes; d. Injuries by excavations, fill and; e. Injuries by paving.
14. Prior to any land preparation or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone.
15. No attachment, wires (other than supportive wires), signs or permits may be fastened to any protected tree.
16. No equipment, construction materials or debris of any kind shall be placed within the protective barrier.
17. Sod species, quantities and cultivars shall be provided on final landscape construction plans at the time of site permit.

General Irrigation Notes

1. All landscape & sod areas shall be irrigated by an automated system that provides 100% coverage and overlap.
2. Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation Water Source: To Be Determined
5. Irrigation system shall provide a moisture sensing controller other than rain switch to monitor rain levels and irrigation needs.

Proposed Native Vegetation Area - Conceptual Plant Schedule

SPECIES	QTY	SIZE	% / SPACING
Chrysobalanus icaco / Coco Plum	278	3 gal	20% @ 60" oc
Muhlenbergia capillaris / Pink Muhly	772	1 gal	20% @ 36" oc
Myrica cerifera / Wax Myrtle	139	3 gal	10% @ 60" oc
Serenoa repens / Saw Palmetto	386	1 gal	10% @ 36" oc
Spartina bakeri / Sand Cord Grass	1,543	1 gal	40% @ 36" oc

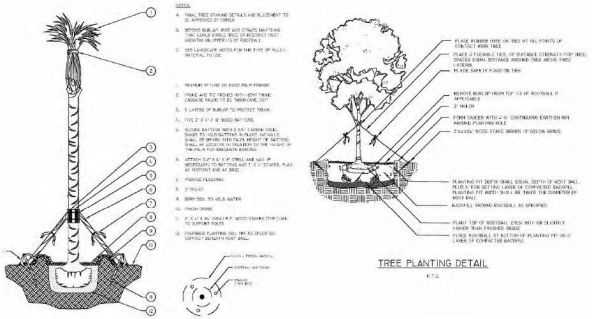
Xeriscape Landscape Requirement

To obtain a development permit, an applicant shall attain a minimum of 50 points from the following table of design options. As used in the table, "flat" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape

Design Options:		Points	Points Received
(1)	Utilization of moisture sensing controller other than rain switch	5	5
(2)	Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
(3)	Grasses / ground covers:		
	25 - 50 % of the grasses / ground covers are made up of drought tolerant grass species from the list	5	
	51 % or more of the grasses / ground covers are made up of drought tolerant grass species from the list	10	10
(4)	Shrubs:		
	25 - 50 % of the required shrubs are made up of drought tolerant species from the list	5	
	51 % or more of the required shrubs are made up of drought tolerant species from the list	10	10
(5)	Trees:		
	25 - 50 % of the required trees are made up of drought tolerant species from the list	5	
	51 % or more of the required trees are made up of drought tolerant species from the list	10	10
(6)	Extra shade trees in vehicular use areas:		
	25 % more than the required shade trees planted in the vehicular use areas.	5	5
	50 % more than the required shade trees planted in the vehicular use areas.	10	
(7)	Sod area less than 50 percent of provided landscape area.	10	
(8)	Utilization of compacted mulched planting beds at least three inches in depth in all planted areas except ground covers. (Use of Cypress Mulch prohibited)	10	10

Total Points Provided: 50 Points

Planting / Landscape Details

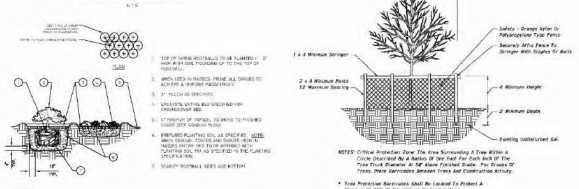


PALM TREE PLANTING

N.T.S.

TREE PLANTING DETAIL

N.T.S.



SHRUB/GROUNDCOVER PLANTING

N.T.S.

TREE PROTECTION BARRICADE

Shrub / Groundcover Schedule

SHRUB SCHEDULE						
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAILS	NATIVE	SPACING
** AM	27	Asparagus meyer / Foxtail Fern	3 gal	* Full pot	No	24" o.c.
* BH	50	Bougainvillea x `Helen Johnson` / Dwarf Bougainvillea	3 gal	*Full Pot	No	24" o.c.
* CR2	108	Chrysobalanus icaco / Green Cocoplum	3 gal	20 - 24" HT., FULL	Yes	36" o.c.
CR	429	Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum	3 gal	20 - 24" HT., FULL	Yes	30" o.c.
* CS3	102	Clusia guttifera / Small-Leaf Clusia	3 gal	24" Ht. Min.	Yes	30" o.c.
* CS2	259	Clusia guttifera / Small-Leaf Clusia	7 gal	36" Ht., Full	Yes	30" o.c.
* CU2	104	Coccoloba uvifera / Sea Grape	7 gal	36" Ht., Full	Yes	42" o.c.
* CS	163	Conocarpus erectus `sericeus` / Silver Buttonwood	3 gal	24" Ht., full	Yes	30" o.c.
* CS1	353	Conocarpus erectus `sericeus` / Silver Buttonwood	3 gal	24" Ht., full	Yes	24" o.c.
** HL	291	Hymenocallis latifolia / Spider Lily	1 gal	* Full pot	Yes	24" o.c.
* ID	398	Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly	3 gal		Yes	24" o.c.
** MC	266	Muhlenbergia capillaris / Pink Muhly	1 gal	Full	Yes	36" o.c.
** SB	148	Spartina bakeri / Sand Cord Grass	1 gal	Full	Yes	36" o.c.
VO	21	Viburnum odoratissimum / Sweet Viburnum	3 gal	24" Ht. Min.	No	36" o.c.
VS	589	Viburnum suspensum / Sandankwa Viburnum	3 gal	24" Ht. Min.	No	24" o.c.

*** Drought Tolerant Shrub Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Required / Code Shrubs	2,689 Shrubs
Drought Tolerant Shrubs Provided	1,641 Shrubs (61%)

**** Drought Tolerant Grasses / Ground Covers Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Required (Code) Grasses / GC	652 Grasses / GC
Drought Tolerant Grasses / GC Provided	652 Grasses / GC (100%)

Native Shrub Requirement (50% Minimum)

Total Required / Code Shrubs	2,689 Shrubs
Native Shrubs Provided	2,029 Shrubs (75%)

Native Grasses / Ground Cover Requirement (50% Minimum)

Total Required (Code) Grasses / GC	652 Grasses / GC
Native Grasses / Ground Covers Provided	579 Grasses / GC (88%)

TREE SCHEDULE						
CODE PALMS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
	VM3	10	Adonidia merrillii / Christmas Palm 1:1 Tree Ratio	10` ct. Min., Triple Specimen	No	
*	BS2	3	Bismarckia nobilis `Silver` / Silver Bismark Palm 2:1 Tree Ratio	10` CT Min.	No	
	PE4	12	Ptychosperma elegans / Alexander Palm 1:1 Tree Ratio	10` CT. Min, Double Specimen	No	
	PE3	17	Ptychosperma elegans / Alexander Palm 1:1 Tree Ratio	10` ct. Min., Triple Specimen	No	
*	RR	1	Roystonea regia / Royal Palm 2:1 Tree Ratio	18` ct.	Yes	
*	SS	26	Sabal palmetto / Cabbage Palmetto 2:1 Tree Ratio	13 @ 16` ct., 13 @ 20` ct.	Yes	
*	WR	38	Washingtonia robusta / Mexican Fan Palm 2:1 Tree Ratio	18 @ 16` ct., 20 @ 18` ct.	No	
CODE TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
	AR	18	Acer rubrum `Florida Flame` / Florida Flame Red Maple	12` HT. x 6` Spr. Min,	Yes	
*	BB	14	Bucida buceras `Shadr Lady` / Shady Lady Black Olive	12` HT. x 6` Spr. Min,	No	
*	BA	2	Bulnesia arborea / Verawood	12` HT. x 6` Spr. Min,	No	
*	BS	13	Bursera simaruba / Gumbo Limbo	12` HT. x 6` Spr. Min,	Yes	
*	CD	15	Coccoloba diversifolia / Pigeon Plum	12` HT. x 6` Spr. Min,	Yes	
*	CE	13	Conocarpus erectus / Green Buttonwood	12` HT. x 6` Spr. Min,	Yes	
*	CS5	9	Conocarpus erectus `Sericeus` / Silver Buttonwood	12` HT. x 6` Spr. Min,	Yes	
*	DR	4	Delonix regia / Royal Poinciana	12` HT. x 6` Spr. Min,	No	
*	ED	23	Elaeocarpus decipiens TM / Japanese Blueberry Tree	12` HT. x 6` Spr. Min,	No	
*	IE	28	Ilex x attenuata `Eagleston` / Eagleston Holly	12` HT. x 6` Spr. Min,	Yes	
*	LM	22	Lagerstroemia x `Muskogee` / Muskogee Crape Myrtle	12` Ht. x 6` Spr. Min., Multi-trunk	No	
*	LN	13	Lagerstroemia x `Natchez` / Natchez Crape Myrtle	12` HT. x 6` Spr. Min,	No	
*	LT	14	Lagerstroemia x `Tuscarora` / Crape Myrtle Coral Pink	12` Ht. x 6` Spr. Min., Multi-trunk	no	
	MG	3	Magnolia grandiflora `D.D. Blanchard` / Southern Magnolia	12` HT. x 6` Spr. Min,	Yes	
*	QV	39	Quercus virginiana / Southern Live Oak	12` HT. x 6` Spr. Min,	Yes	
*	SE	10	Senna surattensis / Glossy Shower	12` HT. x 6` Spr. Min,	No	
*	TD3	36	Taxodium distichum / Bald Cypress	12` HT. x 6` Spr. Min,	Yes	
TREES FOR MITIGATION (ADDITIONAL)	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
	PD2	107	Pinus elliotti / Slash Pine * Pine Mitigation (Softwoods)	2.5" DBH Min., 12' Ht. x 6' Spr. Min.	Yes	267.5 Inches
	RR2	8	Roystonea regia / Royal Palm * Pine Mitigation (Softwoods)	18` ct.	Yes	68 Inches
	SS3	170	Sabal palmetto / Cabbage Palmetto * Pine Mitigation (Softwoods)	40 @ 16` ct., 70 @18` ct., 60 @ 22` ct.	Yes	1,605 Inches
	WR2	73	Washingtonia robusta / Mexican Fan Palm * Pine Mitigation (Softwoods)	20 @ 18` ct., 53 @ 25` ct.	No	991.5 Inches

*** Drought Tolerant Tree Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Requirec / Code Trees	349 Trees
Drought Tolerant Trees Provided	291 Trees (83%)

Native Tree Requirement (50% Minimum)

Native Trees Required (349 Required Trees x 50%)	175 Trees (50%)
Native Trees Provided	185 Trees (53%)

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STUART - SPRINGTREE

Florida

City of Stuart

Landscape Specifications

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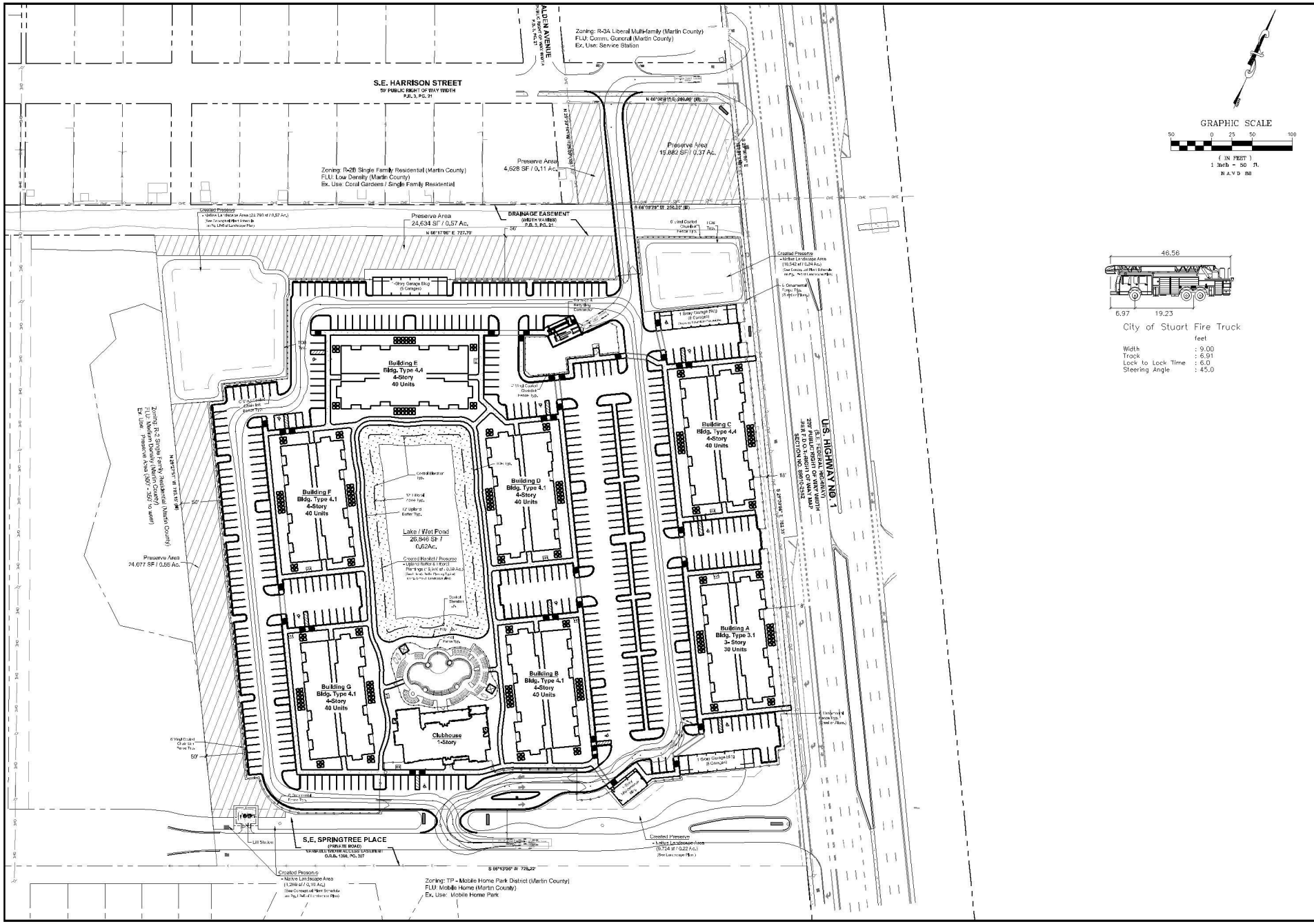
Job No. 19029
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 10-09-19, 12-02-19, 1-07-20
Revision Dates 2-11-20

LP-5



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@bowman Consulting Group, Ltd.

STUART - SPRINGTREE
FIRE TRUCK PLAN

FLORIDA

CITY OF STUART

PROJECT NO.
30210-01-002

REVISIONS

DATE	DESCRIPTION

JMB DRAWN | HE CHKD

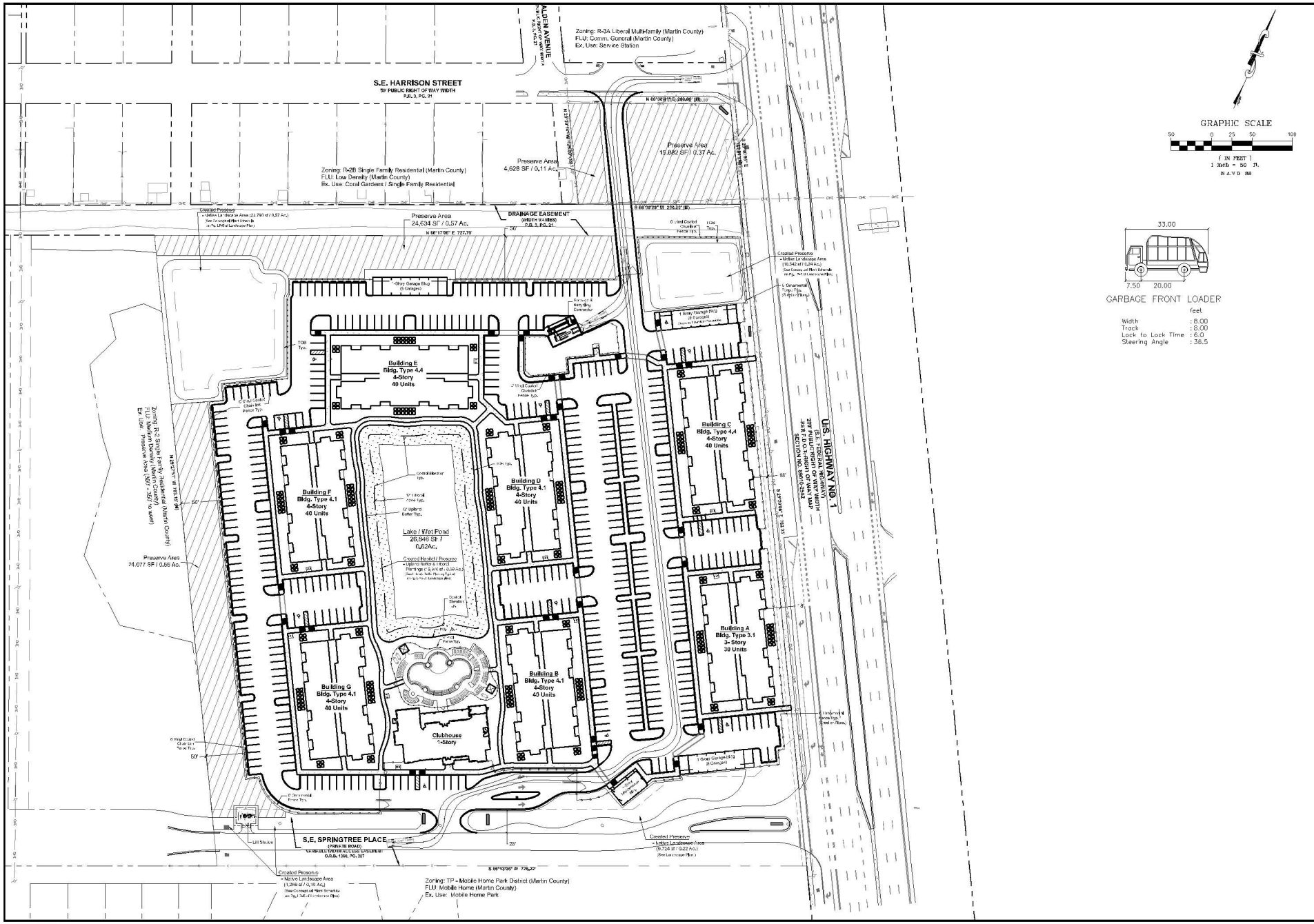
SCALE: 1" = 50'

JOB No. 30210-01-002

DATE: 9/24/2019

FILE:

SHEET 1 OF 1



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STUART - SPRINGTREE
GARBAGE TRUCK PLAN
CITY OF STUART FLORIDA

PROJECT NO.
30210-01-002

REVISIONS

DATE	DESCRIPTION

JMB	HE
DRAWN	CHKD

SCALE: 1" = 50'
JOB No. 30210-01-002
DATE: 9/24/2019
FILE:
SHEET 1 OF 1



LEFT SIDE ELEVATION



REAR ELEAVTION



RIGHT SIDE ELEVATION

PAINT COLORS - SHERWIN WILLIAMS

HIGH REFLECTIVE WHITE
SW 7757

GOSSAMER VEIL
SW 9165

RAINWASHED
SW 6211

JASPER STONE
SW 9133



TYPICAL MIX 4.1 UNIT BUILDING FRONT ELEVATION - MATERIAL AND COLOR ALLOCATION

Stuart - Multi Family - FL Waypoint Residential

architecture | interiors | planning

GROUP 4 DESIGN

MIX 4.1

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LEFT SIDE ELEVATION



REAR ELEAVTION



RIGHT SIDE ELEVATION

PAINT COLORS - SHERWIN WILLIAMS

HIGH REFLECTIVE WHITE
SW 7757

GOSSAMER VEIL
SW 9165

RAINWASHED
SW 6211

JASPER STONE
SW 9133



TYPICAL MIX 4.4 UNIT BUILDING FRONT ELEVATION - MATERIAL AND COLOR ALLOCATION

Stuart - Multi Family - FL Waypoint Residential

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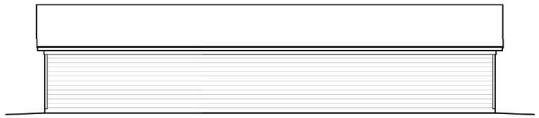


REAR ELEAVTION



TYPICAL SIDE ELEVATION

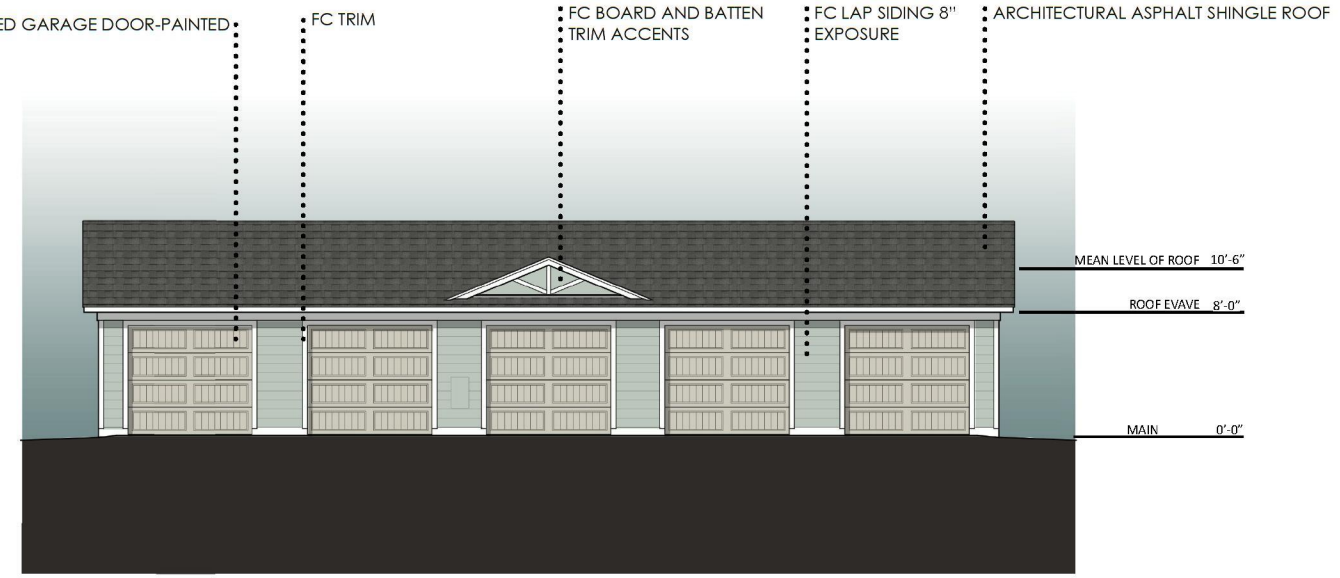
PAINT COLORS - SHERWIN WILLIAMS

HIGH REFLECTIVE WHITE
SW 7757

GOSSAMER VEIL
SW 9165

RAINWASHED
SW 6211

JASPER STONE
SW 9133



TYPICAL GARAGE BUILDING FRONT ELEVATION - MATERIAL AND COLOR ALLOCATION

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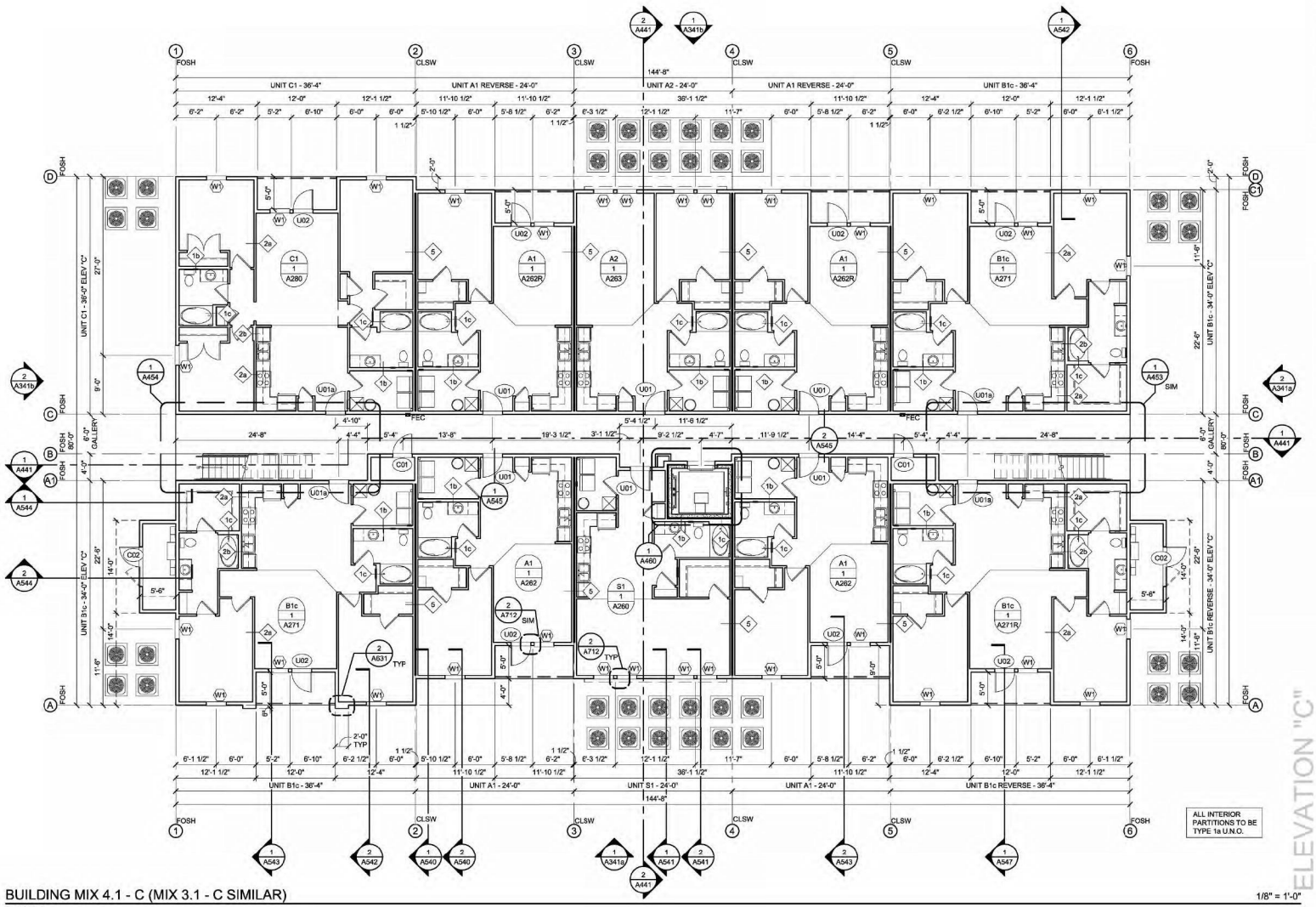

BUILDING MIX 4.1 - C (MIX 3.1 - C SIMILAR)

FLOOR 1

1/8" = 1'-0"

ELEVATION "C"

GROUP 4 DESIGN
Architectural Services LLC
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FL AR98408

Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
02			
03			
04			
05			
06			
07			
08			
09			

SUMMIT CONTRACTING GROUP, INC.

Project Number:

Drawn By: JAX

Checked By: JAX/KLK

Project Name:

MULTI-FAMILY

Drawing Name:

BUILDING MIX 4.1 - C

FLOOR 1

A241a

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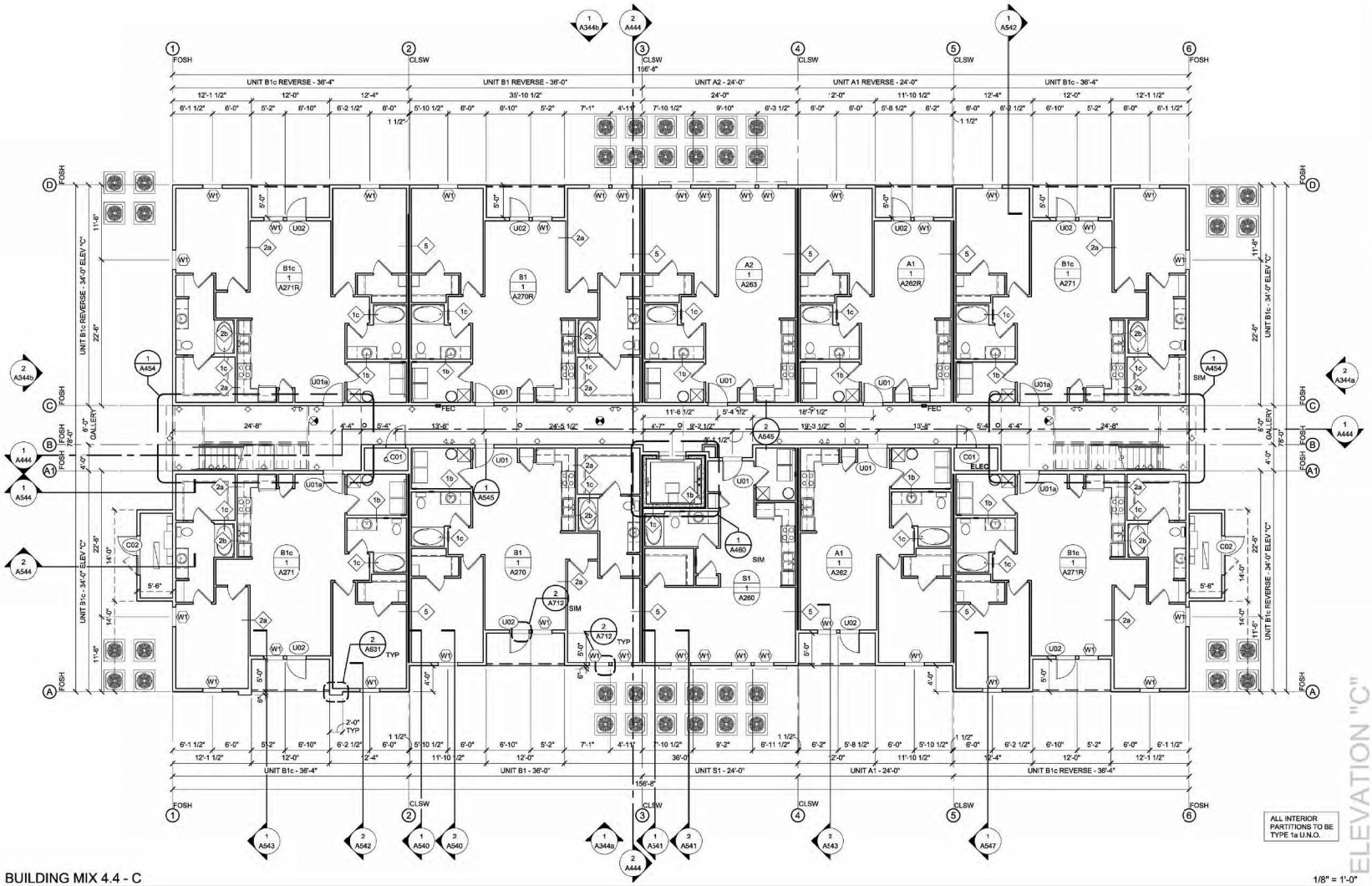
02242020 CCM



BUILDING MIX 4.4 - C

FLOOR 1

1/8" = 1'-0"

ELEVATION "C"

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01	PERMIT SET	01.06.20	JAX
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03			
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SUMMIT CONTRACTING GROUP, INC.

Project Number:

Drawn By: JAX

Checked By: JAX/KLK

Project Name:

MULTI-FAMILY

Drawing Name:

BUILDING MIX 4.4- C

FLOOR 1

A244a

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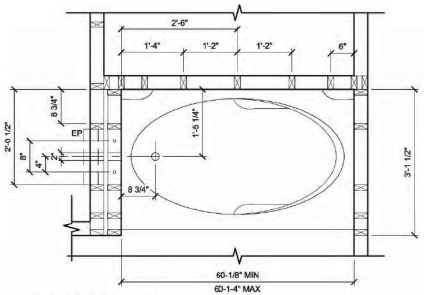
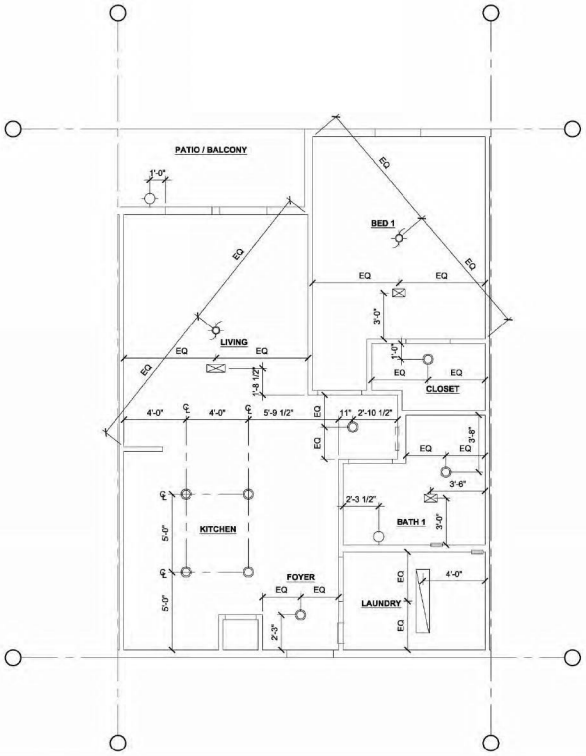
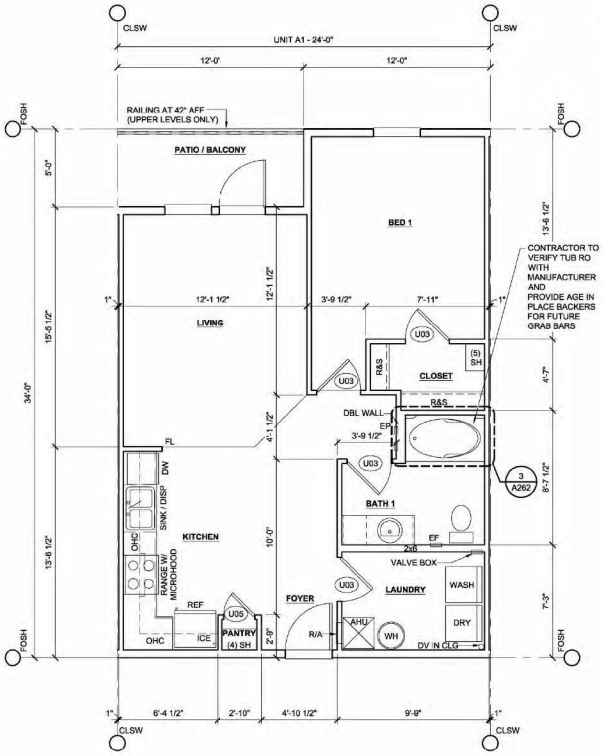


3 ENLARGED DETAIL 3/4" = 1'-0"



2 RCP - UNIT A1 1/4" = 1'-0"



1 FLOOR PLAN - UNIT A1 1/4" = 1'-0"
AREA: 756 SF A/C

UNIT GENERAL NOTES

1. REFER TO BUILDING MIX PLAN(S) FOR WINDOW & EXTERIOR DOOR TYPES AND LOCATIONS.
2. REFER TO ACCESSIBILITY DIAGRAMS ON SHEETS A04 THROUGH A04b FOR ADDITIONAL INFORMATION.
3. REFER TO UNIT INTERIOR REFERENCE PLANS ON CORRESPONDING INTERIOR DESIGN DRAWINGS FOR FLOORING EXTENTS AND TRANSITIONS, TOILET ACCESSORY LOCATIONS, & CLOSET SHELVING AND CABINETRY INFORMATION.

PARTITION NOTES

1. PARTITION TYPE '1' TYP AT ALL INTERIOR NONLOAD-BEARING WALLS, UNO.
2. SEE OVERALL FLOOR PLANS FOR LOAD BEARING PARTITION TYPE INFORMATION AND LOCATIONS

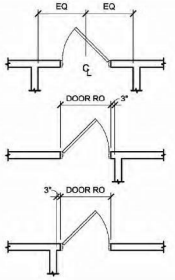
BALCONY TYPICAL NOTES

1. WALL SCONCE TO BE MOUNTED AT 6'-8" TO THE BOTTOM OF LIGHT FIXTURE

DRAFTSTOPPING NOTES

1. SEE GENERAL PROJECT NOTES AND CONDITIONS ON SHEET A01b FOR EFFECTIVE DRAFTSTOPPING MATERIALS.
2. FLOOR / CEILING ASSEMBLY DRAFTSTOPPING
   2.1 PROVIDE DRAFTSTOPPING IN FLOOR / CEILING ASSEMBLIES BETWEEN EACH DWELLING UNIT.
   2.2 DRAFTSTOPPING IN FLOOR / CEILING ASSEMBLIES SHALL BE LOCATED ABOVE AND IN LINE WITH EACH DWELLING UNIT SEPARATION.
3. ATTIC DRAFTSTOPPING
   3.1 DRAFTSTOPPING OF ATTIC SPACES SHALL BE PROVIDED AS SHOWN ON ROOF PLANS.

TYPICAL DOOR PLACEMENT



RCP NOTES

1. ALL CEILING HEIGHTS ARE 9'-0" AFF, UNO.
2. DIMENSIONS ARE TO CENTERLINE OF FIXTURE, UNO.
3. LIGHT FIXTURES TO BE CENTERED IN ROOM OR TRAY CEILING UNLESS NOTED / DIMENSIONED OTHERWISE.
4. WALL SCONCES IN BATH AND POWDER ROOMS SHALL BE CENTERED ABOVE THE VANITY, UNO.
5. CONTRACTOR TO VERIFY ALL CODE REQUIRED CLEARANCES ARE MAINTAINED AROUND LIGHTING IN CLOSETS. NOTIFY ARCHITECT IF ANY LIGHTS NEED TO BE RELOCATED.

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CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

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FL AR98408

Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
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03			
04			
05			
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09			

SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX
Checked By: JAX/KLK
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
A1

A262

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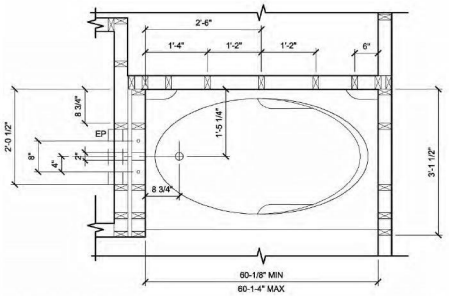
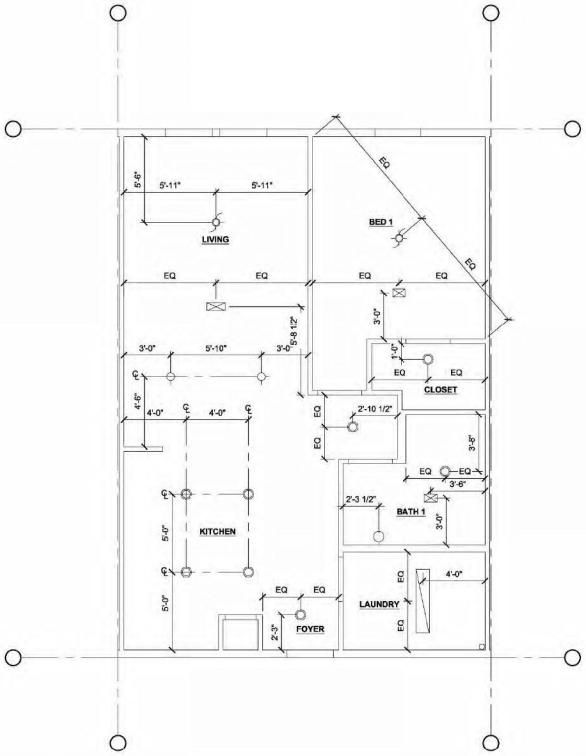


3 ENLARGED DETAIL 3/4" = 1'-0"



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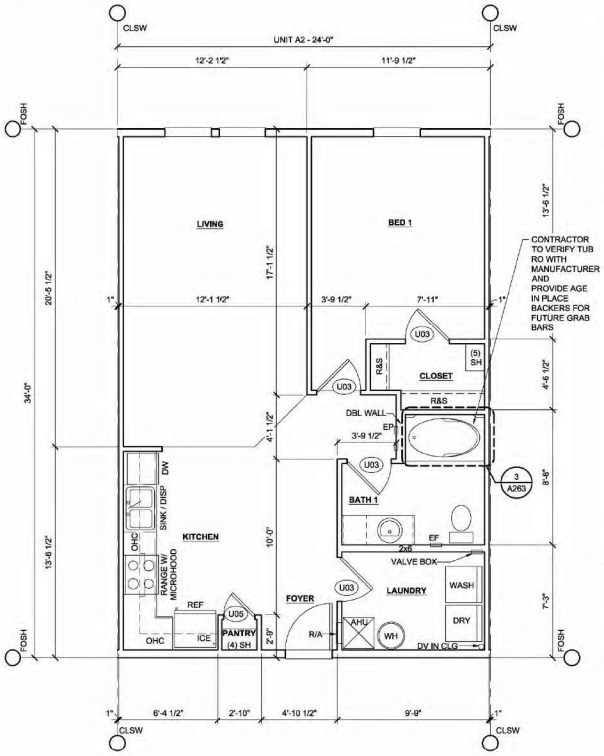

1 FLOOR PLAN - UNIT A2 1/4" = 1'-0"
AREA: 816 SF A/C

UNIT GENERAL NOTES

1. REFER TO BUILDING MIX PLAN(S) FOR WINDOW & EXTERIOR DOOR TYPES AND LOCATIONS.
2. REFER TO ACCESSIBILITY DIAGRAMS ON SHEETS A04 THROUGH A04b FOR ADDITIONAL INFORMATION.
3. REFER TO UNIT INTERIOR REFERENCE PLANS ON CORRESPONDING INTERIOR DESIGN DRAWINGS FOR FLOORING EXTENTS AND TRANSITIONS, TOILET ACCESSORY LOCATIONS, & CLOSET SHELVING AND CABINETRY INFORMATION.

PARTITION NOTES

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2. SEE OVERALL FLOOR PLANS FOR LOAD BEARING PARTITION TYPE INFORMATION AND LOCATIONS

BALCONY TYPICAL NOTES

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DRAFTSTOPPING NOTES

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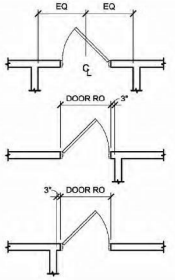
   3.1 DRAFTSTOPPING OF ATTIC SPACES SHALL BE PROVIDED AS SHOWN ON ROOF PLANS.

TYPICAL DOOR PLACEMENT



RCP NOTES

1. ALL CEILING HEIGHTS ARE 9'-0" AFF, UNO.
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5. CONTRACTOR TO VERIFY ALL CODE REQUIRED CLEARANCES ARE MAINTAINED AROUND LIGHTING IN CLOSETS. NOTIFY ARCHITECT IF ANY LIGHTS NEED TO BE RELOCATED.

GROUP 4 DESIGN
Architectural Services LLC
architecture | interiors | planning
1520 Prudential Drive
Jacksonville, Florida 32207
904.353.5900 (o) 904.353.5968 (f)
AA26003952

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Karie L. Kovacocy, AIA
FL AR98408

Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
02			
03			
04			
05			
06			
07			
08			
09			

SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX/AMT
Checked By: JAB
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
A2

A263

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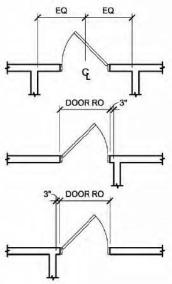
02242020 CCM

TYPICAL DOOR PLACEMENT



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UNIT GENERAL NOTES

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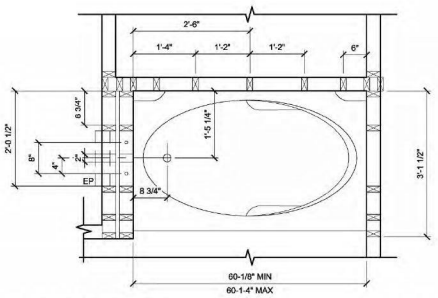

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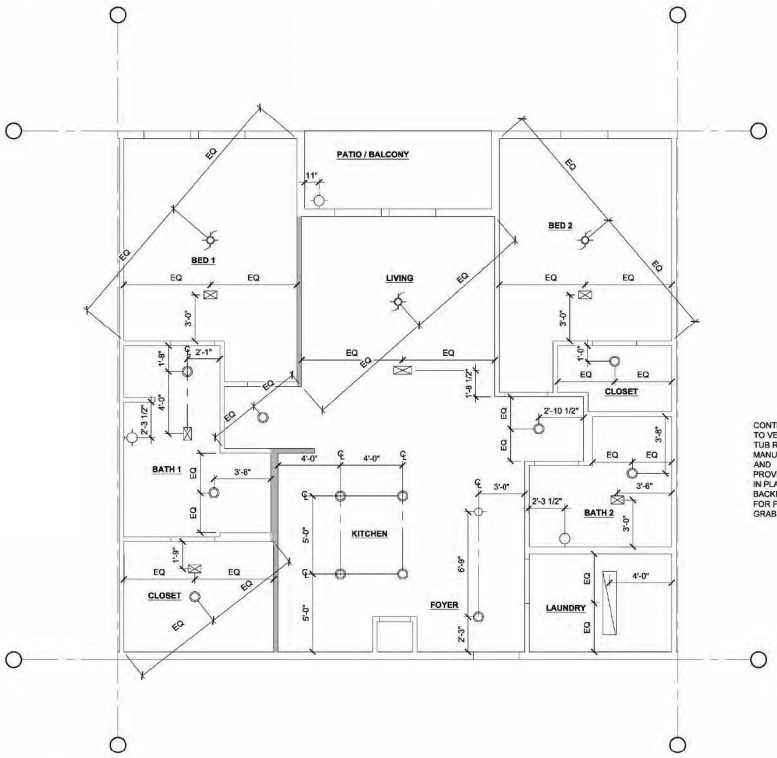
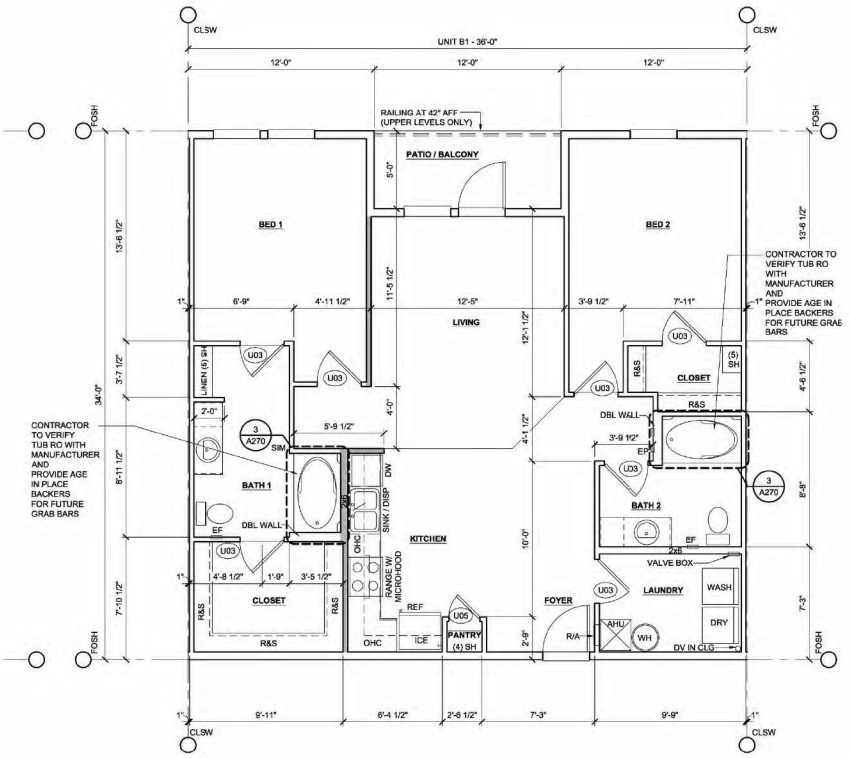


2 RCP - UNIT B1 1/4" = 1'-0"



1 FLOOR PLAN - UNIT B1 1/4" = 1'-0"
AREA: 1164 SF A/C

Karie L. Kovacocy, AIA
FL AR98408

Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
02			
03			
04			
05			
06			
07			
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09			

SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX
Checked By: JAX/KLK
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
B1

A270

GROUP 4 DESIGN
Architectural Services LLC
architecture | interiors | planning
1520 Prudential Drive
Jacksonville, Florida 32207
904.353.5900 (o) 904.353.5968 (f)
AA26003952

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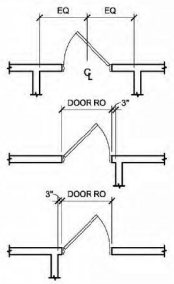
02242020 CCM

TYPICAL DOOR PLACEMENT



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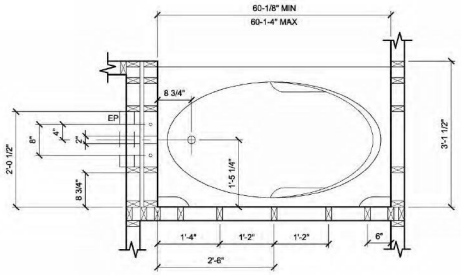
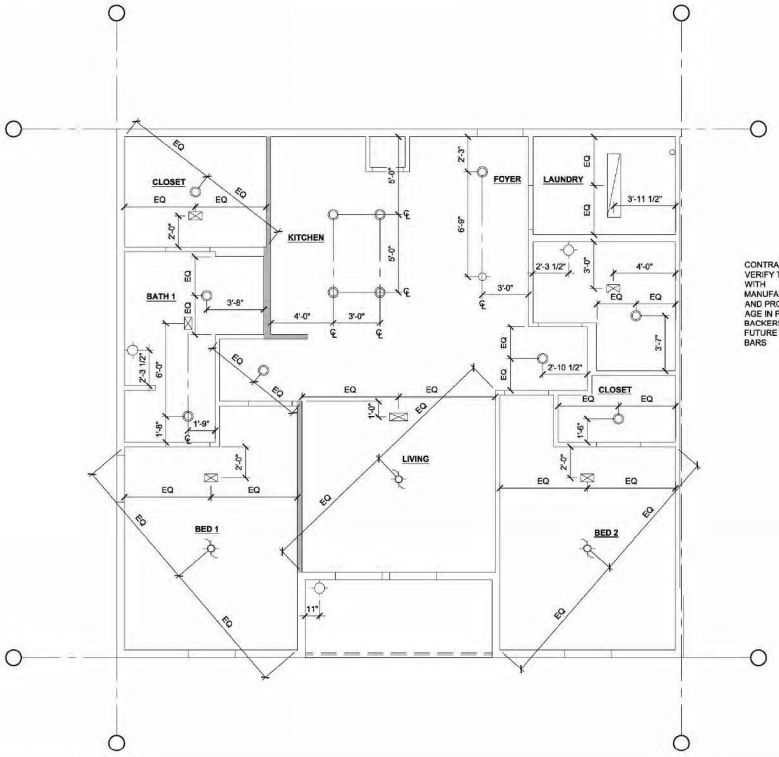
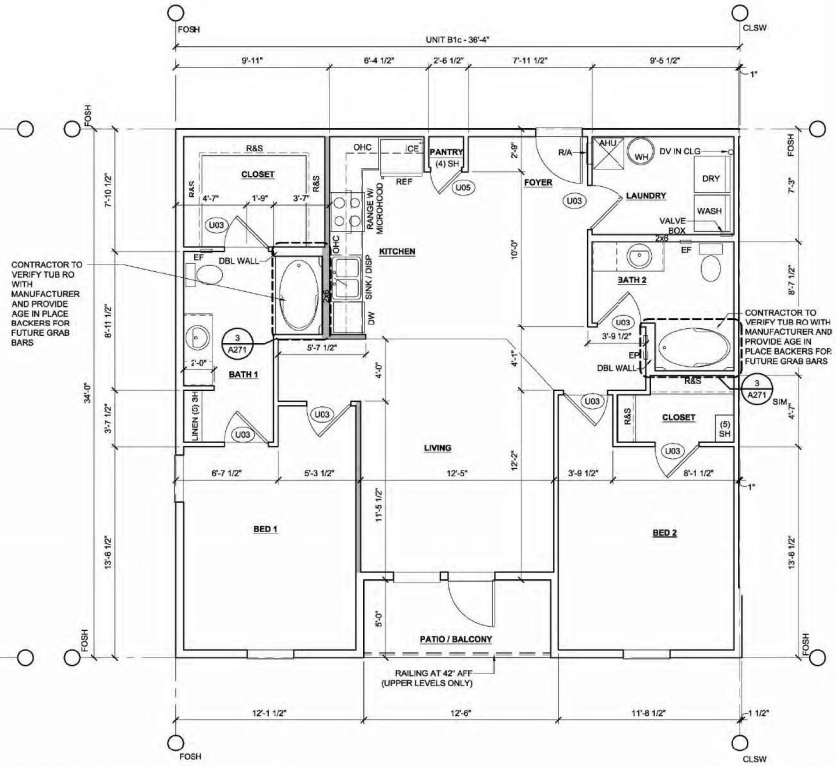


3 ENLARGED DETAIL 3/4" = 1'-0"



2 RCP - UNIT B1c 1/4" = 1'-0"



1 FLOOR PLAN - UNIT B1c 1/4" = 1'-0"
AREA: 1176 SF A/C

GROUP 4 DESIGN
Architectural Services LLC
architecture | interiors | planning
1520 Prudential Drive
Jacksonville, Florida 32207
904.353.5900 (o) 904.353.5968 (f)
AA26003952

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Karie L. Kovacocy, AIA
FL AR98408

Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
02			
03			
04			
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06			
07			
08			
09			

SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX/AMT
Checked By: JAX/KLK
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
B1c

A271

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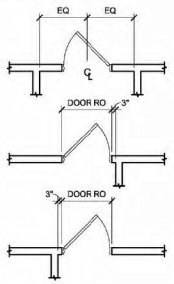
02242020 CCM

TYPICAL DOOR PLACEMENT



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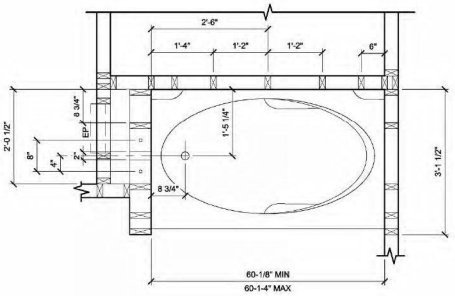
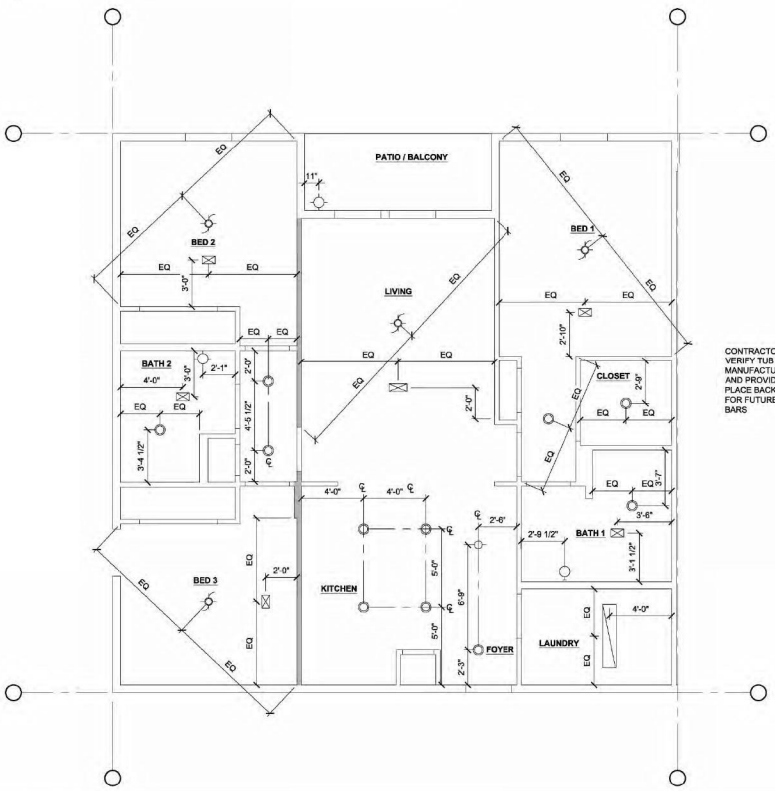
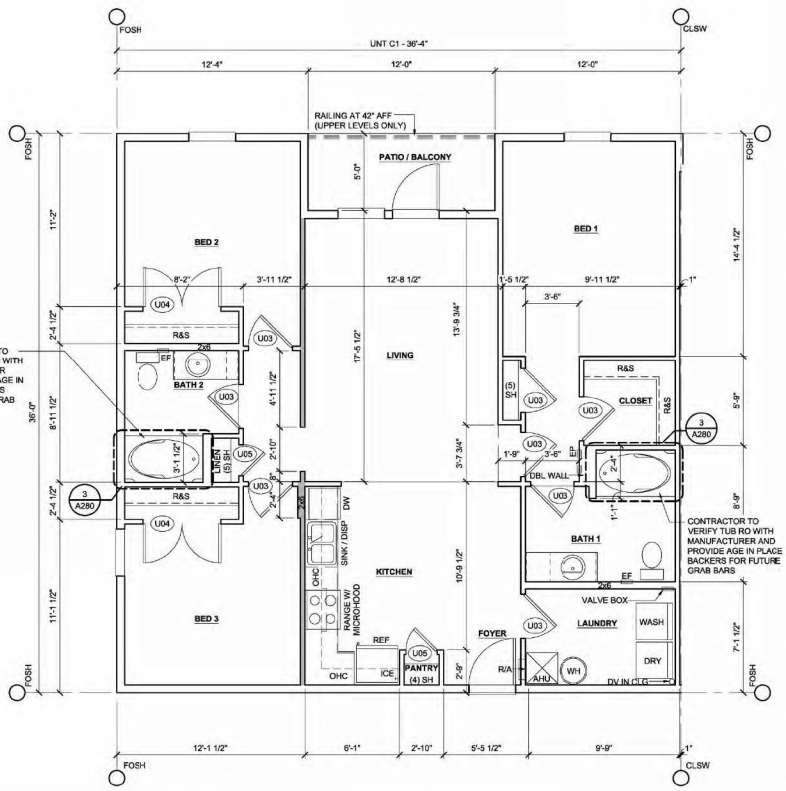


3 ENLARGED DETAIL 3/4" = 1'-0"



2 RCP - UNIT C1 1/4" = 1'-0"

CONTRACTOR TO VERIFY TUB RO WITH MANUFACTURER AND PROVIDE AGE IN PLACE BACKERS FOR FUTURE GRAB BARS



1 FLOOR PLAN - UNIT C1 1/4" = 1'-0"
AREA: 1248 SF A/C

GROUP 4 DESIGN
Architectural Services LLC
architecture | interiors | planning

1520 Prudential Drive
Jacksonville, Florida 32207
904.353.5900 (o) 904.353.5968 (f)
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Issues and Revisions

No.	Date	By	Description
01	01.06.20	JAX	PERMIT SET
02			
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SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX
Checked By: JAX/KLK
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
C1

A280

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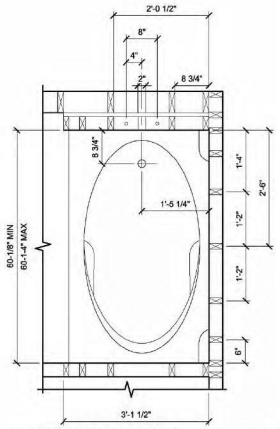
02242020 CCM



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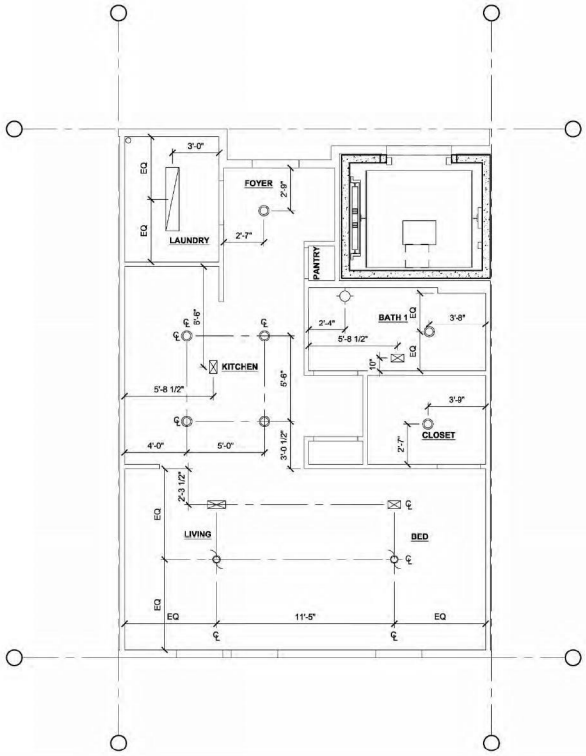
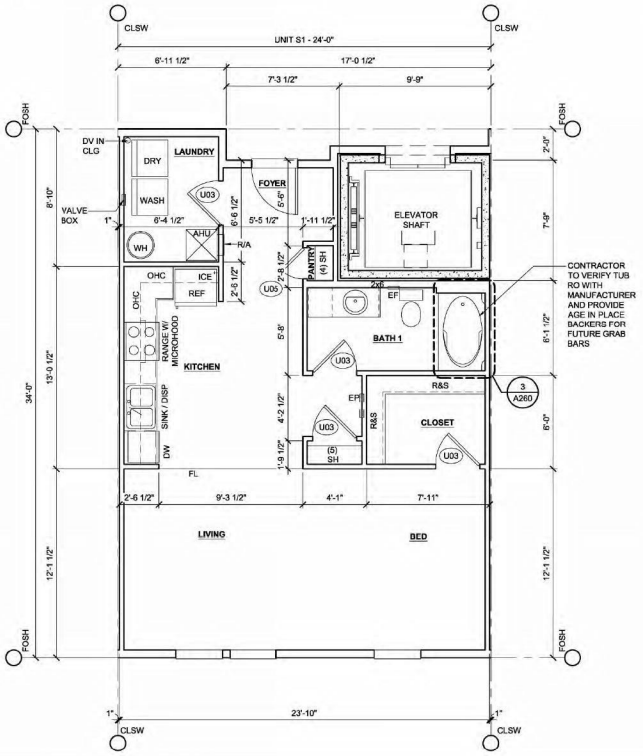


2 RCP - UNIT S1 1/4" = 1'-0"



1 FLOOR PLAN - UNIT S1 1/4" = 1'-0"
AREA: 707 SF A/C

UNIT GENERAL NOTES

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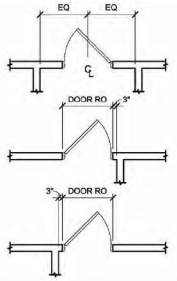

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SUMMIT CONTRACTING GROUP, INC.

Project Number:
Drawn By: JAX
Checked By: JAX/KLK
Project Name:
MULTI-FAMILY
Drawing Name:
UNIT PLAN
S1

A260

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02242020 CCM

CITY OF STUART
City Commission
February 24, 2020

Project Name: Stuart - Springtree RPUD	**Property Owner:** Stuart 13 Acres, LLC; Tierra Del Lago, Inc. and Stuart Harbor Marina & Yacht Club
Project No.: Z19100015	**Applicant/Petitioner:** Waypoint Residential Services, LLC
Ordinance No: 22427-2020	**Agent/Representative:** Michael Houston, HJA Design Studios
	Case Planner: Tom Reetz
Location: West of S.E. Federal Highway, south of S.E. Harrison Street and north of the Natalie Estates Mobile Home Park.	



1

PROJECT SUMMARY		
Property Size (area)		13.59 Acres
Present Use		Undeveloped
Subject Property Land Use		Unassigned – Martin County
Adjacent FLU	*North*	Martin County – Low Density Residential/Commercial
	South	Martin County - Mobile Home
	East	City of Stuart - Commercial
	West	Martin County – Medium Density Residential
Subject Property Zoning		
Adjacent Zoning	*North*	Martin County - R-3A Residential
	South	Martin County - Trailer Park
	East	City of Stuart - CPUD
	West	Martin County – R-2 Residential
Proposed Land Use Designation		Multi-family
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		280 Multi-Family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – See comments attached Public Works – See comments attached Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a large-scale future land use map (FLUM) amendment to the City's Comprehensive Plan Residential Planned Unit Development assigning a "Multi-Family Density Residential" land use, and a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 13.59 acres. The property is currently undeveloped. The intent of this project is to allow 280 attached multi-family apartment homes within 7 four story buildings to be developed on the site while upgrading the drainage and enhancing the upland preserve.
Staff Recommendation: Staff recommends approval for the Future Land Use designation to Multi-Family Density Residential and zoning district designation to RPUD (Residential Planned Unit Development).		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 12-31-2019

C. Mail Notice Postmark: 12-31-2019 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND ZONING MAP AMENDMENT ORDINANCE NO. 2427-2020

III. APPLICATION: Dated October 9, 2019

IV. HISTORY OF THE SITE

The vacant subject property is approximately 13.59 acres and consists of three parcels, located west of SE Federal Highway in an urban area on the south eastern edge of jurisdictional limits of the City of Stuart.

The City Commission unanimously approved the annexing of the three parcels into the City of Stuart on May 8, 2017 in accordance with Ordinance 2352/2017 recorded in Book 2930 Page 845. At the time the subject property received approval for annexation into the City of Stuart the City Commission determined that development of said lands shall be in accordance with the regulatory requirements of Martin County until such a time as amendments to the City's Comprehensive Land Use Plan and Official Zoning Map become effective.

Martin County future land use designations for the property are Commercial Limited with R-3A, Liberal Multiple Family and R-2, Residential zoning designations on the two larger parcels and Commercial General future land use and R-3A, Liberal Multiple Family and R-2, Residential on the smallest parcel.

V. ANALYSIS

A. Site and Area Characteristics

The subject property consists of three vacant parcels located west of SE Federal Highway with an established principle access off SE Springtree Place, an open road with a private residential street classification extending approximately 724.8 feet in length of the subject property. SE Springtree Place currently serves as access to the established Springtree residential subdivision.

Property immediately abutting to the north of the subject property is within Martin County jurisdiction and consists of Coral Gardens, an established residential single-family community with single family residences. The north eastern portion of the subject property abuts established commercial retail properties that front US1 and Harrison Street. Future land use designations on abutting properties to the north include Low Density Residential and Commercial General, with SE Harrison Street providing some separation between the subject property and the existing single-family residences abutting most of the northern property line. Properties to the north have an R-2B – Residential and R-3A, Liberal Multiple Family zoning district designation.

To the east of the subject property is SE Federal Highway (US1) with vacant lands included within the City of Stuart's jurisdiction further east of US1. Those vacant lands have a Commercial Future Land Use Designation and a B-1 Business Limited zoning district designation. Further south east of the subject property is the existing Gran Park at Port Salerno, an industrial development with Limited Industrial future land use and zoning district designations.

Property to the south of the proposal site is within Martin County jurisdiction and consists of the Natalie Estates Mobile Home/HOA "Co-op" with a Mobile Home Future land use and Trailer Park (TP) zoning district designation.

To the west is a preserve associated with the single-family portion of the previously developed Springtree community and managed by that association. This property has a Medium Density Residential Future Land Use and an R-2, Residential zoning district designation and is within Martin County's jurisdiction.

B. Project Description

The applicant is proposing to construct 280 multi-family garden-style residential units consisting of seven 4 story garden-style apartment buildings all with elevators. On-site amenities include a clubhouse which will include a fitness facility along with a cyber-café, game room, TV viewing and other entertainment opportunities. The contemporary clubhouse pool and pool deck have been carefully designed to allow a wide range of uses and users to enjoy this lake-side setting. A 5ft wide recreation walk has been planned around the community lake and will connect to all of the apartment buildings.

The applicant has estimated that more than 60% of residents will have pets. To accommodate this need, the project will offer on-site amenities including a dog washroom in its clubhouse along with a dedicated dog park.

The project will include a trash compactor onsite along with recycling receptacles. The project will offer valet trash to its residents to help control disposition of trash in order to keep a clean and orderly site.

Access to the community will be from the existing SE Springtree Place, located within the southern portion of the application site, together with an access point at SE Harrison Street to the north connecting to US1 via a traffic signal at SE Monroe St. The access on SE Springtree Place runs through the site to the Springtree community who use it as their only point of egress to US-1 via an easement over the application property.

The proposed floor plans consist of 28 studio, 124 one bed/one bath, 108 two bed/two bath and 20 three bed/two bath apartments equaling 280 total units. The four-story apartment buildings will measure 42 ft. 6 inches to the roof eave and 59 ft to the highest element of the roof.

The vegetative characteristics of the site are described generally in the submitted environmental report and are described as remnants of pine flatwoods that have been negatively impacted and by both human impact (off road trails, camping, etc.) and extensive invasive exotic vegetation. The northern portion of the site includes quality pine flatwoods with much less human and exotic impact. The project is proposing the preservation and creation of 3.11 acres of pineland upland habitat or just over 25% of the site with much of that being in that northern area. The north and west boundaries include upland preserves varying in width but generally 50' wide. These preserve areas as well as the area along Springtree Place will be supplemented with extensive native tree and shrub plantings where the existing habitat allows which will create high quality habitat connecting existing upland habitats on the north and south as well as dry retention areas. The area south of Harrison Street will be preserved entirely with the exception of the area needed for the access road.

The project includes the following:

- The preservation and creation of 3.11 acres of high- quality preserve areas along three sides of the parcel or 25% of the property.
- Removal of invasive exotic vegetation throughout the site prior to allow re- planting and re- vegetation of pine flatwood habitat.
- A multi- family community with a variety of on-site amenities.
- The creation of recreational lake walk that provide connectivity for pedestrians throughout the proposed project.
- Building setbacks from the north, south and western edges of the subject property to achieve a greater separation distance and accommodate buffers from existing single family and RV/ trailer park residences.
- Provision of 41 % open space or 5.62 acres where a minimum of 30% is required.

Traffic Study: A traffic Statement has been prepared by Bowman Consulting to assess trip distribution and assignment has incorporated the characteristics of the proposed development as well as the surrounding network configuration. The traffic analysis was performed in accordance with the City of Stuart Code, Section 4.00.00 Traffic Impact Analysis. The project meets the thresholds of Section 4.00.00. The results of the analysis show that the roadways are projected to operate acceptably with the addition of the proposed development and the project meets Stuart's concurrency requirements.

Parking Provisions: City of Stuart Land Development Code, Sec. 6.01.13. - Off-street parking schedule, requires 2 parking spaces per unit when 2 or more bedrooms are proposed and 1.5 spaces per unit when 1 bedroom is proposed. Parking within the subject property is proposed to include 462 spaces where 467 spaces are required. The reduction in provision of parking spaces will achieve adequate parking provision within the community and includes 10 accessible parking spaces and 24 detached garages. The subject property site plan has been designed to achieve an unobstructed access through the parking areas to ensure emergency service vehicles may navigate through the property safely and effectively.

Architectural Details: Architectural details are included on each of the four sides of the proposed apartment units with the entry to the development via US1 and SE Springfield Place offering a high standard of design and scale. Materials proposed for the apartment buildings include lap siding exposure divided into multiple color blocks; asphalt shingle roofs; composite shutters and full lower single hung vinyl windows.

Comprehensive Plan policy A5.6. requires the City of Stuart to maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The four-story apartment buildings extend to 42 ft. 6 inches to the eave and a maximum of 59 ft. to the highest element of the roof. The heights proposed are consistent with the Comprehensive Plan four story height limit requirement included in Policy A5.6.

Landscaping & Buffers: The landscape as proposed meets the requirements of the City's approved plant list and exceeds the 50% native requirements and 25% preservation of native vegetation on the property.

Landscape buffers have been provided on the northern and western sides of the subject property with 50' landscape buffers in the form of preserve areas. Along the property fronting US1 a 10' wide landscape buffer has been provided. The southern boundary includes S.E. Springtree Place as an existing right of way with no scope to provide any extensive buffer along this edge of the property. Throughout the subject property a series of dry retention areas are also intended to accommodate native plantings, adding an extensive visual and environmental amenity to the project. The landscape plan provides details of the proposed shade trees and other species included in the buffer areas.

Internal to the property the applicant has provided the necessary plantings according to the height of the respective buildings. Additional landscaping will be provided within the trail areas, around the dry detention areas and within the public open space areas. The site has been designed to preserve as much upland vegetation as possible. In addition, all utility boxes are intended to be landscaped to be fully screened.

Preservation Areas & Open Space: The proposed final site plan and landscape plan makes provision for the preservation of 3.11 acres or 25% on the subject property. Open space provision measures at 5.62 acres or 41% where a minimum of 30% is required on properties with an RPUD zoning district designation.

Signage: A signage program will be proposed as part of the site plan application. The signage will include a proposed monument sign intended to identify the Springtree Apartments development to the public. The sign will be located at the main vehicular entrance off from US1 and S.E. Springtree Place approximately 10 feet from the right of way. The sign will be less than ten feet tall by a fifteen feet wide base. The sign will include the project address and name of the residential community.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

Please also refer to Staff Comprehensive Plan review attached to this report. Staff also find that the proposed use is consistent with the proposed Multi-Family Future Land Designation:

> *This land-use category allows for two or more dwelling units per building. Includes single family detached, duplex/townhomes, apartments, condominiums, patio homes, garden homes, and adult living facilities, foster homes and zero-lot-line residences. Also, public facilities, churches day care centers, schools and electric distribution substations are allowed.*

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

1. *The existing land use pattern;*

   The existing land use pattern surrounding the project area consist of single-family residences, a mobile home community, industrial uses and vacant land. The majority of the vacant land near the project consists of the undeveloped site in which Slater Street was abandoned and recently developer interest has been for a mixed-use development whose commercial parcels could benefit from the proposed multi-family land uses.

2. *The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;*

   No, the proposed multifamily project will benefit the recent commercial development along US1.

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;*

   No. The multifamily land use and the proposed project will rely on Martin County Utilities for services which has sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and

concurrency will be reserved at the time of construction plan permitting for the Stuart-Springtree Apartments. The streets have adequate capacity to handle the proposed RPUD.

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

The property will not connect to the City's sewage collection, treatment and disposal facilities. The property is within the Martin County Utilities service district.

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

   All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

5. *The existing classification boundaries in relation to existing conditions on the subject property;*

   There are no issues in this regard.

6. *The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;*

   The county/city has shown a trend toward development of residential uses and the need for apartment housing to support the local workforce and young professionals.

7. *The impact of the proposed amendment upon living conditions in the adjacent neighborhood;*

   The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods. The site is buffered from abutting neighborhoods the north and west with preserve.

8. *The impact of the amendment upon the flow of light and air to adjacent areas;*

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

9. *The impact of the proposed amendment upon property values in the adjacent area;*

   The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area with the development of the site from its current vacant condition and also allowing for a local customer base for the surrounding commercial activities.

10. *The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.*

The goal of the proposed amendment is to allow for uses that are in demand. The subject location is ideal for multifamily units.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

E. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. See attachment to this agenda item. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

On January 30, 2020, the Local Planning Agency unanimously approved the project with the following conditions:

1. Address bus stops to make them safer
2. Extend ornamental fence on the west side of the road
3. Increase parking calculation to 484, but garages can be included in the calculation
4. Include exterior trash cans, grills, signage, exterior lighting in site plan
5. Implement a car wash station
6. Solution to mail delivery and mailboxes
7. Work to get permission to add sidewalk connection through "preserve" area
8. Indicate the correct unit count and submit the floor plans
9. Address charging stations
10. Include rules or deed restrictions regarding dogs
11. Submit a detailed construction activity plan

Since then, the applicant has responded to each of the eleven conditions including the addition of improved lighting, signage, landscape, a 6 foot wide sidewalk along Springtree Place and enhanced entry and has had conversations with the Department of Transportation agreeing to a temporary access off U.S.1 thus avoiding using Springtree Place during the construction phase.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed future land use amendment to Multi-Family Density Residential and rezoning to RPUD is consistent with the goals, objectives and

policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

SPRINGTREE RPUD. COMPREHENSIVE PLAN REVIEW

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

The proposed project is compact in form and counteracts the existing urban sprawl development within the locality by proposing a medium density development of approximately 22 dwelling units per acre.

Policy A5.2. Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

In order to consider the compatibility of a proposal we need to assess whether the existing residential and commercial development adjacent to the proposed development are able to exist together without problems or conflict. The proposed development proposes an entirely residential development as opposed to the previous Martin County Land use designations of Commercial and Multi-Family Residential, this factor providing a greater compatibility in relation to the existing homes. The proposal is separated from existing commercial uses to the north-east by a proposed preserve area. The existing buffers and preserve areas surrounding the site together with the proposed buffers and preserve areas within the site, provide sufficient distance and visual shielding to project the surrounding existing residential development. The 4-storey height of the proposed development is adequately shielded from view. In respect of traffic impacts and safety the applicants' traffic study and additional work to the Springtree Place access road and sidewalk provision address volume and safety impacts in that respect. Overall, this proposal is considered to be compatible with the adjacent uses.

Policy A5.3. Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

The proposed project is of higher density than adjacent residential uses. The existing and proposed open space and preserve areas provide substantial area to provide transition zones.

Policy A5.5. The City shall market itself as a community for families.

The development forms part of an inventory that widens housing options for existing and new residents of the City.

Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

The proposal complies with the height limitation and incorporates substantial landscaping fronting the streetscape. The proposed development (although not single-family) incorporates landscape buffers to the adjacent commercial uses to the north.

Objective B1. - Compact urban form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

The proposal is considered to be a good example of a compact urban form of residential infill.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

The proposal is considered to be a good use of vacant land and within the community characteristics of the City

Policy B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities

The proposed development, by reason of proposed use, density and buffers is considered to be compatible and complementary to surrounding activities (both commercial and residential) and would act as a buffer from US-1 Federal Highway to the existing residential development to the west.

Policy B3.6. The City shall protect traditional single-family residential areas by limiting commercial encroachment through zoning, comprehensive planning, traffic calming, and other land use techniques.

The existing residential areas are protected from commercial activity which would otherwise have been permissible under Martin County land development regulations.

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

HAND DELIEVERED

February 12, 2020

Kevin Freeman, Director
City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, Florida 34994

RE: Springtree – Stuart Residential Planned Unit Development
Response to LPA Comments & Draft PUD

On January 30, 2020 the City's Local Planning Agency voted unanimously to recommend approval for the project with the following conditions. Bowman Consulting is providing our written response to the comments:

1. **Comment:** Address the need for a bus stop and analyze the effect on Harrison or roads to south.

   Response: The applicant is in discussions with Martin County Public Transit service about the project and bus stop criteria as well as the role of the City of Stuart.

2. **Comment:** Extend ornamental fence to the west and north entrance.

   Response: Refer to revised site plan that extends ornamental fence west from the gate to end of island.

3. **Comment:** Adjust parking calculation to include garages and correct number of units.

   Response: Refer to the revised site plan and site data that includes parking provided and parking standards as determined by ITE national standards. This data is broken down by unit types with studio, 1-bed, 2-bed and 3-bed totals shown.

4. **Comment:** Show on site plan exterior trash cans, lights, grills, signs.

   Response: A note has been added to include listed items on the site plan including pet waste station.

5. **Comment:** Provide a car washing area.

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Response: A car wash is not proposed for the project.

6. **Comment:** Mail delivery – Determine if inside or outside and designated parking associated with.

Response: Mail delivery of all types will be provided inside the clubhouse. A note has been added to the revised site plan. 10-15 parking spaces are provided in front of the clubhouse to allow for convenient mail pick- up.

7. **Comment:** Work to get permission for continuous sidewalk across entire South property line including preserve area. (6' wide)?

Response: A sidewalk has been added to the revised site plan and is shown on the north side of Springtree Place to the project's west boundary line.

8. **Comment:** Indicate correct unit count and include floor plans.

Response: Unit table with quantity by unit type has been updated on the revised site plan. Floor plans are attached which reflect the following chart.

Studio	28	707 SF
1 br, 1 ba	96	756 SF
1 br, 1 ba	28	816 SF
2 br, 2 ba	16	1,164 SF
2 br, 2 ba	92	1,176 SF
3 br, 2 ba	20	1,248 SF
Total/Avg	**280**	**954 SF**

9. **Comment:** Adding or addressing charging stations.

Response: The following note has been added to the revised site plan. "Pull box and conduit to be provided for future vehicular electric charging station(s) to be located at clubhouse".

10. **Comment:** Disclose or include rules and regulations/deed restrictions. Include dog rules.

Response:

a. **At move- in the management team gets a picture, description of breed and detailed veterinary records.**
b. **Fee: $400 for one (1) pet; $500 total for two (2) plus $10/month in rent.**
c. **Support animals: both fees and rent are waived.**
d. **Maximum Weight Limit at Maturity is 80lbs. The maximum combined number of pets permitted in any apartment is two (2). Breed restrictions include but are not limited to: Rottweiler, Pit Bull Terrier, Doberman Pinscher, Akita, Chow and German Shepherd. If, in the Landlords' sole discretion, it is determined that the pet is one of these breeds or a mix thereof, Landlord may insist on the immediate removal and/or may request veterinarian identification. Additional prohibited pets are as**

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follows: reptiles (all forms, insects, spiders and Ferrets. Residents and/or guests are required to pick up after pet(s).

11. **Comment:** Construction activity plan (Submittal from applicant of construction schedule, activity, and access)

Response: Based on conversation with FDOT, the project will have a temporary access off U.S.1. with construction hours, per city requirements, the only exception being concrete pours for the seven (7) building foundations which may need to take place during cooler night time hours.

The project's main entrance off of Springtree Place will not include construction activity and is proposed to include improved lighting, signage, landscape, a 6' sidewalk to provide with an overall safer and enhanced entry that provides for a better sense of arrival into the existing and proposed neighborhoods.

STATEMENTS & ORDINANCE COMMENTS:

12. Ordinance page 12: fix "Six (7)" to "Seven (7)" in 2nd paragraph under Summary Explanation.

13. Ordinance Work Force Housing to be removed.

14. Ordinance revision: Proposed Open Space is now 38% with 25% shown as native vegetation area as depicted on the revised Site Plan by HJA Design Studio.

15. Ordinance revision: Change Item 18 under Development and Construction on page 29 of 185 to: "Project phasing shall be shown on the site and construction plans are subject to staff approval during plan review process. The first phase shall include work along Springtree Place, stormwater infrastructure and the clubhouse".

16. Ordinance revision: Add "at Springtree Place entrance" to the last sentence of paragraph 19 under Development and Construction on page 29 of 185: The entry gates *at Springtree Place entrance* shall be made operational prior to final CO.

17. Ordinance revision: Add "that can coexist together with power in a public utility easement" at the end of the first sentence of paragraph 20 under Development and Construction on page 29 of 185: Revised sentence: "The property owner shall provide easements for licensed television services *that can coexist together with power in a public utility easement*".

18. Ordinance revision: Change Item 28 under Development and Construction on page 29 of 185 to: "Stuart - Springtree will provide one (1) singular on-site trash compactor".

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19. Ordinance revision: Remove entire section on Work Force Housing.

20. Page 55- Architectural Details. Not all units will have balconies so please revise; Remove 3 story reference since all buildings will be 4 stories.

21. Ordinance revision item 3: Please remove 59% reference to impervious coverage. See revised Site Plan and site data. Maximum building height is 42'-6" to the roof evave and 59' to the highest point of the roof.

Please do not hesitate to contact me or Todd regarding these responses or any other matters pertaining to this application.

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Sincerely,

Michael Houston
HJA Design Studio

C.C. Jim Lott, Waypoint
Terry McCarthy, McCarthy Summers
Howard Ehrsam, Bowman consulting
Todd Troxell

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February 12, 2020

Springtree Project Narrative &
Landuse Amendment & Residential PUD Justification

The Request: On behalf of Waypoint Residential, as the Contract Purchaser, this is a request to amend the future land use map to include the subject property as a Multi-family residential land use and rezone the property to Residential Planned Unit Development (RPUD) to allow for the construction of a 280 unit apartment complex. The subject property is located off SE Federal Highway and SE Springtree Place in Stuart, Florida.

The Subject Property: The vacant subject property is approximately 13.59 acres and consists of three parcels, located west of SE Federal Highway in an urban area on the south eastern edge of jurisdictional limits of the City of Stuart. The property is included in the Hanson Grant subdivision dating back to part of an original 1901 plat later refiled in 1910 that consists of three legal parcels. The property owners are Tierra Del Lago, Inc. on the 5.743-acre parcel 52-38-41-000-000-01101-0; Stuart 13 Acres, LLC on 7.257-acre parcel 52-38-41-000-000-01102-0; and Stuart Harbor Marina & Yacht Club on 0.5739 -acre parcel 52-38-41-005-000-00510-3.

The City Commission unanimously approved the annexing of the three parcels into the City of Stuart on May 8, 2017 in accordance with Ordinance 2352/2017 recorded in Book 2930 Page 845. At the time the subject property received approval for annexation into the City of Stuart the City Commission determined that development of said lands shall be in accordance with the regulatory requirements of Martin County until such a time as amendments to the City's Comprehensive Land Use Plan and Official Zoning Map become effective.

Martin County future land use designation on the subject property had been Commercial Limited with R-3A, Liberal Multiple Family and R-2, Residential zoning designations on the two larger parcels and Commercial General future land use and R-3A, Liberal Multiple Family and R-2, Residential on the smallest parcel. Had the property remained within Martin County jurisdictional limits, a mandatory rezoning to Limited Commercial (LC) or Commercial Planned Unit Development (CPUD), would have been required on the two larger parcels and General Commercial (GC) on the smaller parcel ahead of the approval of any final site plan proposal on the subject property. Residential uses would have been limited to Apartment Hotels as a permitted use on property with a Commercial Limited and Commercial General FLU designation. Permitted uses for a property zoned LC and GC typically included commercial offices, banks, residential storage, limited retail sales and service, shooting ranges and medical facilities, including pain management clinics. The GC zoning district designation also includes more intensive uses as restaurants with drive -throughs and gas stations.

The applicant is requesting the proposed Future Land Use Map (FLUM) designation for the subject property is amended to Multifamily (MF) with a compatible zoning district designation of Residential Planned Unit Development (RPUD). This will achieve the

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necessary land use and zoning change and achieve consistency with the recent approval of the annexation of the property within the City of Stuart jurisdictional limits.

Surrounding Properties Land Use & Zoning: The subject property consists of three vacant parcels located west of SE Federal Highway with an established principle access off SE Springtree Place, an open road with a private residential street classification extending approximately 724.8 feet in length of the subject property. SE Springtree Place currently serves as access to the established Springtree residential subdivision.

Property immediately abutting to the north of the subject property is within Martin County jurisdiction and consists of Coral Gardens, an established residential single-family community with single family residences. The north eastern portion of the subject property abuts established commercial retail properties that front US1 and Harrison Street. Future land use designations on abutting properties to the north include Low Density Residential and Commercial General, with SE Harrison Street providing some separation between the subject property and the existing single-family residences abutting most of the northern property line. Properties to the north have an R-2B – Residential and R-3A, Liberal Multiple Family zoning district designation.

To the east of the subject property is SE Federal Highway (US1) with vacant lands included within the City of Stuart's jurisdiction further east of US1. Those vacant lands have a Commercial Future Land Use Designation and a B-1 Business Limited zoning district designation. Further south east of the subject property is the existing Gran Park at Port Salerno, an industrial development with Limited Industrial future land use and zoning district designations.

Property to the south of the proposal site is within Martin County jurisdiction and consists of the Natalie Estates Mobile Home/HOA "Co-op" with a Mobile Home Future land use and Trailer Park (TP) zoning district designation.

To the west is a preserve associated with the single family portion of the previously developed Springtree community and managed by that association. This property has a Medium Density Residential Future Land Use and an R-2, Residential zoning district designation and is within Martin County jurisdiction.

Proposed Development: The applicant is proposing to construct 280 multi-family garden-style (under 5 stories) residential units consisting of seven 4 story garden- style apartment buildings all with elevators. The location was chosen based on close proximity to retail/ shopping/ entertainment opportunities and the roadway network for commuting choices. On- site amenities include a expansive clubhouse which will include an oversized fitness facility along with a cyber café, game room, TV viewing and other entertainment opportunities. The contemporary clubhouse pool and pool deck have been carefully designed to allow a wide range of uses and users to enjoy this lake-side setting. A 5' wide recreation walk has been planned around the community lake and will connect to all of the apartment buildings.

Throughout the applicant's nationwide portfolio, the company estimates 60%+ of residents have pets. To accommodate this need the project will offer a fully amenitized dog wash room in its clubhouse along with a dedicated dog park onsite. The applicant has also found that there are always residents who want to park their car in a garage, so the project is proposing 24 garage units. The project will include a trash compactor

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onsite along with recycling receptacles. The project will offer valet trash to its residents to help control disposition of trash in order to keep a clean and orderly site.

The main access to the community will be from the existing SE Springtree Place on the south and a northern access point at SE Harrison Street connecting to US1. The scale and proposed use as a multi-family development is considered to be of a density and scale reflective of the property facing US1, and introduces a suitable transition from the established commercial areas further north with the existing single family and to the south with the Natalie Estates and Sunshine mobile home parks to the south.

The proposed floor plans consist of 27 studio, 125 one bed, 108 two bed and 20 three bed apartments. The four-story apartment buildings will measure 42 ft. 6 inches to the roof level or evave and 59ft to the highest element of the roof level.

The vegetative characteristics of the site are described generally in the submitted environmental report and are described as remnants of pine flatwoods that have been negatively impacted and by both human impact (off road trails, camping, etc.) and extensive invasive exotic vegetation. The northern portion of the site does include quality pine flatwoods with much less human and exotic impact. The project is proposing the preservation and creation of 3.11 acres of pineland upland habitat or just over 25% of the site with much of that being in that northern area. The north and west boundaries include upland preserves varying in width but generally 50' wide. These preserve areas as well as the area along Springtree Place will be supplemented with extensive native tree and shrub plantings where the existing habitat allows which will create high quality habitat connecting existing upland habitats on the north and south as well as a dry retention areas. The area off of Harrison Street will be preserved entirely with the exception of the area needed for the access road.

A rezone to RPUD is required to accommodate Section 2.03.09 Table 3.b. land development code provision that allows a density of up to 30 units per acre on properties with a zoning designation of RPUD. The project has been designed to meet all other provisions of the City land development code and comprehensive plan.

The public benefits offered as part of the development application and RPUD zoning agreement include the following:

- The preservation and creation of 3.11 acres of high- quality preserve areas along three sides of the parcel or 25% of the property.
- Removal of invasive exotic vegetation throughout the site prior to allow re-planting and re- vegetation of pine flatwood habitat.
- A much needed multi- family community with a variety of on-site amenities.
- The creation of recreational lake walk that provide connectivity for pedestrians throughout the proposed project.
- Significant building setbacks from the north, south and western edges of the subject property to achieve a greater separation distance and accommodate buffers from existing single family and RV/ trailer park residences.
- Provision of 38 % open space or 5.62 acres where a minimum of 30% is required as a minimum for properties zoned RPUD.

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The proposal is consistent with Comprehensive Plan Objective B1 – Compact Urban Form, in that the project discourages urban sprawl by facilitating urban redevelopment and infill development of properties. A multi-family apartment development in this part of the City of Stuart plans well for urban infill and redevelopment of lands and achieves a compact urban form of development. The project is also consistent with Comprehensive Plan Objective B3. Desirable pattern of land uses. Introducing a residential project on the vacant property creates stronger compatibility with a Multi-family land use and RPUD zoning district than the County's General and Limited Commercial land use designations. The proposal will enhance the pattern of development in a way that is compatible and convenient to City residents, businesses and visitors and avoids inappropriate or wasteful use of land.

Traffic Study: A traffic Statement has been prepared by Mackenzie engineering and Planning to assess trip distribution and assignment has incorporated the characteristics of the proposed development as well as the surrounding network configuration. The traffic analysis was performed in accordance with the City of Stuart Code, Section 4.00.00 Traffic Impact Analysis. The project meets the thresholds of Section 4.00.00. The results of the analysis show that the roadways are projected to operate acceptably with the addition of the proposed development and the project meets Stuart's concurrency requirements.

Parking Provisions: City of Stuart Land Development Code, Sec. 6.01.13. - Off-street parking schedule, requires 2 parking spaces per unit when 2 or more bedrooms are proposed and 1.5 spaces per unit when 1 bedroom is proposed. Parking within the subject property is proposed to include 462 spaces where 484 spaces are required. The reduction in provision of parking spaces will achieve adequate parking provision within the community and includes 10 accessible parking spaces and 24 detached garages. The subject property site plan has been designed to achieve an unobstructed access through the parking areas to ensure emergency service vehicles may navigate through the property safely and effectively.

Architectural Details: Architectural details are included on each of the four sides of the proposed apartment units with the entry to the development via US1 and SE Springfield Place offering a high standard of design and scale. Many apartments will include private balconies. Materials proposed for the apartment buildings include lap siding exposure divided into multiple color blocks; asphalt shingle roofs; composite shutters and full lower single hung vinyl windows.

Comprehensive Plan policy A5.6. requires the City of Stuart to maintain a height limitation of the greater of 45 feet (to roof evave) or four stories of occupiable space with a 15 foot maximum slope to highest point / top of roof (60 foot maximum overall height) for all buildings. Proposed heights of the Springtree apartment buildings are four-story which extend to 42 ft. 6 inches to the roof evave and 59 ft. to the highest element of the roof. The heights proposed are therefore consistent with the Comprehensive Plan four story height limit requirement included in Policy A5.6.

Landscaping & Buffers: The landscape as proposed meets the requirements of the City's approved plant list and exceeds the 50% native requirements and 25% preservation of native vegetation on the property.

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Landscape buffers have been provided on the northern and western sides of the subject property with 50' landscape buffers in the form of preserve areas. Along the property fronting US1 a 10' minimum wide landscape buffer has been provided. The southern boundary includes S.E. Springtree Place as an existing access easement with no scope to provide any extensive buffer along this edge of the south property. But a 10 minimum landscape buffer has been provided between the north side of S.E. Springtree Place and internal drive / parking areas. Throughout the subject property a series of dry retention areas are also intended to accommodate native plantings, adding an extensive visual and environmental amenity to the project. The landscape plan provides details of the proposed shade trees and other species included in the buffer areas.

Internal to the property the applicant has provided the necessary / required plantings around the perimeter of the buildings which will accent the height of the respective buildings. Also, a minimum of one tree per parking lot island has been provided with 87% being shade trees. Additional landscaping will be provided within the littoral areas of lake, around the dry detention areas and internal sidewalks, within buffers as well as within the other public open space areas. The site has been designed to preserve as much upland vegetation as possible. In addition, all utility boxes are intended to be landscaped to be fully screened.

Preservation Areas & Open Space: The proposed final site plan and landscape plan makes provision for the preservation of 3.11 acres or 25% on the subject property. Open space provision measures at 5.62 acres or 41% where a minimum of 30% is required on properties with an RPUD zoning district designation.

Signage: A signage program will be proposed as part of the site plan application. The signage will include a proposed monument sign intended to identify the Springtree Apartments development to the public. The sign will be located at the main vehicular entrance off of US1 and S.E. Springtree Place approximately10 feet from the right of way. The sign will be less than ten feet tall by a fifteen feet wide base. The sign will include the project address and name of the residential community.

RPUD Major Site Plan Approval:

Demonstrate that the proposed 280-unit apartment development 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.

The proposed future land use on the subject property is requested to be Multifamily (MF). Per Section 2.01.03 Table 1, the zoning of the subject property is a compatible Residential Planned Unit Development (RPUD). Multi-family apartment use is a permitted use in the RPUD zoning district per code Section 2.02.02 Table 2.

The proposed Multi-family future land use designation and proposed RPUD zoning district designation affords the property the opportunity to accommodate the 280 residential units on the subject property and a maximum density of 30 dwelling units per acre. Based on the 13.59-acre site, and a maximum density of 30 dwelling units per acre, code provisions would allow for 407 maximum units. The applicant proposes to construct a 280-unit apartment development and achieve a proposed density of 20.60 dwelling units per acre. The proposal is consistent with density requirements of Section

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2.03.03 regarding density provisions and intensity is of the will not to exceed LDC Sec. 2.03.10. - Table 4 requirements.

The use is compatible with both existing uses, zoning and FLU. The proposed use is compatible with the surrounding established communities.

LOS Transportation - The proposed development is located on US1 and access is via SE Springtree Place. It is anticipated that the proposed development will have no adverse impact on the level of service applicable to US1 or SE Springtree Place and this part of the community. The Traffic Impact Study provides details to support this statement.

The following Level of Service standards are adopted in the Comprehensive Plan Infrastructure element to be used as the basis for determining the availability of facility capacity.

- **Sanitary sewer facilities**
- **Solid waste facilities**
- **Drainage facilities**
- **Finished Potable water**

The site is within the service area whereby such levels of service are available and adequate to accommodate a 280-unit apartment development.

With the exception of those applicable code provisions detailed above as applicable for review against the merits of the request to rezone the property to RPUD, the project complies with the relevant development standards of the City of Stuart Land Development Code.

Large Scale Comprehensive Plan Amendment & Rezoning Applications:

Amendments to the Future Land Use – The proposal to introduce a City of Stuart Future Land Use designation on the property is consistent with Policy A7.1. Land Use Categories with the provisions of Subsection A7.1.B Multi-Family Residential having been met with regards to the proposed apartment use.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern.

The proposed project will provide a much needed compact multi- family housing option for current and future residents in the south part of the City where little land is available.

Policy A5.2. Development on all vacant, unplatted areas designated as residential should be compatible with any surrounding existing homes.

The three parcels that make up the proposed project and land use application had a previous land use designation and zoning in Martin County of Limited Commercial and General Commercial respectively which would have allowed a wide range of uses. To the west of the site is an expansive preserve area and FPL Easement approved as part of the Springtree single family residential project that acts as a natural buffer to the

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subject site. The proposed RPUD project also provides a native vegetative preserve area along the north boundary of the site creating a dense buffer.

Policy A5.5. The City shall market itself as a community for families.

This proposed multi- family project will provide a much needed alternative to single family housing for families as well as young professionals, empty- nesters and others who would prefer or cannot addord single family housing choices.

Policy A7.5 includes a Comp Plan provision that properties that are annexed into the City shall be given a City land use designation as soon as possible after the annexation is finalized. The property annexation was approved May 8, 2017 with the land use and zoning remaining that of County designations until a subsequent land use and zoning change application are submitted to the City of Stuart for review and approval. This request is therefore consistent with Policy A7.5.

Objective B1. - Compact urban form.
Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

The placement of additional residential units in the form of apartment buildings in this most south eastern edge of the City limits on these vacant urban lot meets Objective B1 in achieving a compact urban form of development.

Objective B3. - Desirable pattern of land uses.
Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

A land use amendment to Multi-family residential will accommodate much needed housing stock in the City limits while not negatively impacting the established residential communities. Location on US1 provides the opportunity for easy access to commercial, educational, workplace and community provisions in this part of the City.

Policy B2.2. No approval for new development or redevelopment shall cause facilities or services to fall below adopted local level-of-service standards as contained in the Capital Improvements Element of this Comprehensive Plan except for temporary reductions allowed by capital improvements policies. Public facilities and services necessary to serve the proposed development or redevelopment must be available, at the adopted local levels-of-service, concurrent with the impacts of development or must meet the requirements specified in Capital Improvements Element policies.

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Submittal materials include information applicable to demonstrating that the proposed multi-family development may be accommodated utilizing the City's adopted level of service standards.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities.

The proposed land use amendment to accommodate a Multi-Family Residential category is considered compatible and complimentary to the existing established residential communities to the north, south and western adjacent properties. Development of the long-term vacant property will also reduce the blighted areas within the City through the development of the site.

Policy B3.1. Existing land uses which are inconsistent with the Future Land Use Plan of the City shall be eliminated upon redevelopment and Policy B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

The existing land use and zoning designation on the subject property is that of Martin County Comprehensive Plan and Land Development Regulations. Such designations are not applicable or consistent with those options included within the City of Stuart Comp Plan and Land Development Codes. An amendment of the land use and zoning on the subject property is required as the next step following the approval of the annexation of the property into the City limits May 8, 2017. The requested land use category is considered consistent with the patterns of development and offers a transition in scale and use from the established residential communities to the more intense and extensively developed commercial and industrial developments along US1 to the east and north of the subject property.

Rezoning and Land Development Code Consistency Review: Section 11.01.02.7 (Zoning Map Changes) 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.

Comprehensive Plan Policy A7.1. includes apartments as a permitted use for properties with Multi-Family Residential land use designation. As the property has a Multi-Family Land Use designation, an apartment use is therefore permitted.

The existing land use pattern: The land use pattern will not be adversely impacted by the inclusion on apartment buildings with a Multi-family Residential Land Use in this south eastern edge of the City of Stuart's jurisdictional area. Patterns of development are predominantly residential to the northern and western edges of the subject property with Springtree single family subdivision to the west and Coral Gardens single family subdivision to the north. A small portion of property further north is commercial and has a Commercial General future land use and is an existing commercial plaza. Further to the north are numerous commercial shopping centers and strip commercial centers. To the south is the Natalie Estates Mobile Home Park property with a Mobile Home Future

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Land Use. To the east is US1 and then vacant commercial property with a commercial future land use designation. The proposed multi-family future land use would provide an appropriate transition from the existing established residential single family and mobile home uses to the north, west and south of the subject property rather than introducing a potentially more intense commercial development as would have been permitted under the Commercial Limited and Commercial General Martin County land use designations. The multi-family residential land use proposed is consistent with the future land use provisions and consistent with the City Land Development Code provisions regarding use as per Section 2.01.03.

The possible creation of an isolated district unrelated to adjacent and nearby districts: Rezoning the property to the RPUD will not detract from the overriding Multi-family future land use designation policy protection measures associated with the property. The majority of the properties surrounding the site Low Density single family zoning district designations or trailer park designations with separation from the subject property being in the form of existing right of ways, preserve areas and wetland area buffers and drainage area easements. The site plan includes additional buffers, preserve areas and extensive building setbacks to further reduce impact of the proposed apartment buildings on the surrounding established communities. The RPUD zoning agreement affords the project the opportunity to attached conditions specific to expectations for development on the site, will ensure standards are in place to compliment existing patterns of development.

The population density pattern of the area and possible increase or overtaxing of the land on public facilities such as schools, utilities and streets: The proposal site is located on the edge of the urban fringe of the City of Stuart's jurisdiction where infrastructure is readily available and access to stores and businesses lie close to the property. As an urban infill site, the property is located within a well-established residential community with schools, utilities and existing streets to be utilized to accommodate the project all readily available. Utilizing the subject property offers an opportunity to add multi- family housing to the existing City population, strengthening support of the existing schools, commercial and community infrastructure within the city limits and achieves a sustainable and complimentary form of development.

***The possible overloading of the City's utility system*:** As per the Engineer's report and analysis provided in support of the project, existing water and sewer provisions are readily available and impact fees will be paid to contribute towards the introduction and maintenance of the project. Adding residential provisions to this part of the City will also provide a growth in tax revenues to add to the overall maintenance and provision of public service provisions within the City of Stuart and Martin County.

The existing district boundaries in relation to existing conditions on the subject property: Addressed above.

***The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate*:** Rezoning the property to RPUD is an acceptable zoning district designation for properties with a Multi-family land use designation. A zoning change is required on the property to RPUD to accommodate the opportunity for an increased density on the subject property. The higher density of development in this part of Stuart will introduce much needed housing provision within the city limits to support existing and future commercial viability of the city.

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The impact of the proposed rezoning upon living conditions in the adjacent neighborhood: The development of a vacant infill lot in an urban area of the City of Stuart will provide additional residential units in this area of the City. The adjacent neighborhood will benefit from seeing residential use on the subject property rather than higher intensity of uses associated with the Commercial Limited and Commercial General Martin County Land Use designations. The proposed buffer provisions, landscape improvements and the introduction of an apartment development is of a scale, use and layout complimentary to the long-established residential communities to the north, west and south of the property.

The impact of the rezoning upon the flow of light and air to adjacent areas: The proposed 4-story heights will not detract from established residential units given the extensive building setbacks, extensive preserve areas and overall site layout in relation to the existing adjacent development patterns.

The impact of the proposed rezoning upon property values in the adjacent area: Developing the property with the assurances and development parameters clearly established in the PUD will increase property values and add to the tax bases in both the City and County.

The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations: The proposed rezone to RPUD provides additional assurances in the form of a PUD zoning agreement in addition to the parameters of development afforded to a property with Multi-family land use designation.

***The existence of other adequate sites in the City for the proposed use in districts already permitting such use*:** An objective of the City of Stuart is to plan for a city with diverse and sustainable supply of a mixed housing provision. This project will increase those provisions available within the City of Stuart.

Application to amend the Future Land Use and Rezone Real Property Components (as per application form requirements).

Item#	Typical Plan Components	Response
1	Schedule a pre-application	Pre-application meeting completed in 2019
2	Plans 24" x 36" – 2 sets	Attached are 2 sets of the final site plan in State Plan Coordinates
3	Folded drawings	All documents are folded as per requirements
4	Graphic scale displayed	Completed
5	Title Block	Completed with north arrow, street address, date prepared and the company who produced the document
6	Site data summary	Provided a final site plan with site data to offer assurances on the scale, layout and intensity of development of the subject property. The site plan indicates density, the number of proposed apartment units, open space provision and upland preserve areas.

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		Parameters for development of the site in accordance with the proposed Multi-Family Residential Future Land Use.
7	Legal Description and parcel boundary survey	Boundary survey prepared by a licensed surveyor in the State of Florida
8	Vicinity Map	Attached
9	Zoning Map, Future Land Use Map and Aerial Map	Attached & labelled
10	CD in pdf downloadable file	Completed and file combined to provide bookmarks of each document submitted downloadable file on disc.
11	Signed and sealed pdf downloadable file on disc	Scanned versions of the documents requiring signature have been attached to be read in conjunction with the original paper sets
12	Revised plans to be clouded and accompanied by a cover letter	Not applicable
13	Access and traffic flow plans	A Traffic Impact Study is attached.
14	Any traffic lights installed will require traffic pre-emption device	N/A
15	Fire Department Access, Water Supply, etc.	The utilization of an existing access road is detailed on the site plan. Adequate access has been provided to accommodate Emergency Service Vehicles and maintain effective links with the existing roadway layouts connected with the established residential communities.
16	Existing buildings and structures on the project and within 50 feet of the project's property lines	The site plan depicts links with existing infrastructure and proximity to existing structures and buildings within 50 feet of the subject property. An aerial map has also been provided showing the surrounding properties.
17	Existing uses and zoning on all adjacent property	The site plan, a series of map exhibits and the justification letter/narrative depict the existing uses, zoning and land use on adjacent properties.
18	Locations of the nearest available public water supply and wastewater disposal system and the proposed tie-in points	Such details will be included on the site plan and civil plans and demonstrate water and wastewater systems are in place to accommodate the subject property proposal.
19	Proposed development to show location, size, allowable use, height, total gross floor area, and distance to property lines and between buildings.	Details as applicable are included on the site plan and architectural elevations with more specific parameters for development included within the draft RPUD.

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	Number of buildings, density per gross acre, height and type of fences, walls, etc. Architectural elevations, off street parking, etc.	
20	Building setback distances from property lines, abutting right of way centerlines, and all adjacent buildings and structures.	Details are included on the site plan and the Draft RPUD zoning agreement.
21	Minimum floor elevations of buildings and finished floor elevations of subject property and adjacent property.	Provided on the site plan details in accordance with Florida Statutes and Building Code provisions.
22	Pedestrian Circulation System and Points of Ingress and egress	Provided on the final site plan with efforts to maintain and improve pedestrian and vehicular access within the subject property and with the established adjacent communities.
23	Concurrency review. Traffic Study or Statement. School Concurrency.	A Traffic Impact Study has been provided demonstrating compliance. A school concurrency form has been completed and attached to the application packet demonstrating compliance with school concurrency requirements.
24	Phasing plan/details.	The project will be completed in a single phase as per the site plan details.
25	Dumpsters.	Not applicable.
26	Various plans included. Site lighting plan. Signage plan, landscape plan	Provided in accordance with LDR requirements.
27	Location, names and widths of proposed streets. etc.	Location of streets provided, private access drives within the property. Naming of access drives will need to be completed as the project progresses.
28	Utility lines and structures such as water, sewer, gas, electric, telephone, hydrants, main size, etc.	Utility lines and structures are depicted in the civil drawings/documentation as provided by the Engineer of Record.
29	Cross sections and specifications of all proposed pavements	Provided as part of the civil drawings/documentation provided by the Engineer of Record.
30	Location of proposed retention/detention areas	Provided on the site plan details and supporting civil documents
31	Typical and special roadway and drainage sections	Provided by the Engineer of Record
32	Locations of all land to be abandoned, dedicated or reserved for all public and private uses including rights-of way, easements, special	Not applicable.

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	reservations	
33	Location of onsite well and any wells within 1500 feet.	An irrigation well will be requested.
34	Pre-application meetings – potential environmental impacts to be discussed.	A pre-application meeting was completed ahead of the submittal of the development application. Discussions included ensuring environmental elements of the existing site and established residential communities are respected.
34A	Avoidance or minimization of wetland or other environmental impacts.	No wetlands that meet minimum preservation requirements exist on the property and those adjacent to the subject property to the west have been factored into the building placement and provision of upland preserve and additional buffers. Environmental impacts have been minimized while achieving the effective utilization of an infill property within an urban part of the City.
34B	On site minimization.	As per the site plan details.
34C	All waterbodies, watercourses, wetlands and associated buffers on site and immediately adjacent to the site	The existing wetlands to the west have been respected when the site plan layout, building setbacks, buffers and upland preserves have been designed.
34D	Existing vegetation on site	Existing vegetation on the property has been depicted on the survey/tree survey and environmental report.
34E	Wetlands – wetland delineation map and opinion from professional regarding wetland environmental value	Not applicable as no wetlands that meet minimum preservation requirements exist on the subject property.
34F	Wildlife observed	As per the environmental report.
34G	Preserve area and upland buffer evaluation	Achieved preserve area requirements on the subject property and provided buffers to minimize impacts on the surrounding established residential communities as applicable.
34H	Native vegetation Preserve Area Onsite/Offsite	Achieved on site as per the details depicted on the site plan and landscape plan.
34I	Use of drought-tolerant native vegetation in landscaping	Refer to landscape plan for details.
34J	Exotic and invasive vegetation to be removed	Refer to environmental study.
35	Frontage type(s).	Three and four story apartment structures have been located with principle elevations of Buildings A and C fronting US1. Refer to architectural elevations for details regarding architectural styles, scale and massing of the building(s).
36	Minimum percentage of	Not applicable.

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	façade	
37	Location of transition line if applicable.	Not applicable.
38	Minimum percentage of glass	Not applicable.
39	Slope of pitched roof.	As per architectural elevations and details.
40	Height of parapet wall, if any	Not applicable.
41	List of exterior materials, colors and finishes.	As per architectural elevations and details.
42	Architectural details.	As per architectural elevations and details.
43	Curb cut, if any	Utilizing existing access arrangements in place off of US1 onto SE Springtree Place.
44	Outbuildings, if any	Not applicable.
45	Height, length, depth, projection of balcony rails.	As per architectural elevations and details.
46	Traffic Drive aisle width.	As per site plan details and civil plans
47	Material of roofs and gutters	As per architectural elevations and details.
48	Specification of arcades and porches if any	Not applicable.
49	Materials, configuration, and operations of windows and doors	As per architectural elevations and details.
50	Garden wall, if any	Not applicable

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TRAFFIC IMPACT ANALYSIS

Springtree
Martin County, FL

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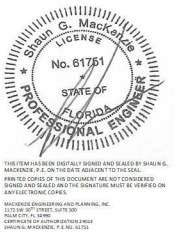

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PE Number 61751

027011
February 2020
Revised November 2019
Revised September 2019
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CA 29013

EXECUTIVE SUMMARY

MacKenzie Engineering & Planning, Inc. was retained to prepare an analysis of the traffic impacts from Springtree. The site is located at the northwest corner of Springtree Place and Federal Highway, Stuart, Florida, Parcel ID 52-38-41-000-000-01101-0 and 52-38-41-000-000-01102-0.

The applicant proposes 280 mid-rise multi-family dwelling units. The development is planned for completion by the end of 2024. The analysis was performed for the 2024 roadway conditions.

The traffic analysis was performed in accordance with the City of Stuart Code, Section 4.00.00 Traffic Impact Analysis. The project meets the thresholds of Section 4.00.00. The results of the analysis show that the roadways are projected to operate acceptably with the addition of the proposed development and the project meets Stuart's concurrency requirements.

The proposed project is expected to generate the following net external and driveway trips:

- 1,524 daily, 94 AM peak hour (24 in/70 out), and 119 PM peak hour (73 in/46 out)

All roadway segments are projected to operate acceptably in 2024 with the proposed development.

Based on project traffic volumes, the driveways are projected to operate acceptably. Turn lanes are not recommended.

TABLE OF CONTENTS

EXECUTIVE SUMMARY i
TABLE OF CONTENTS ii
LIST OF TABLES iii
LIST OF FIGURES iii
LIST OF EXHIBITS iii
INTRODUCTION 1
INVENTORY AND PLANNING DATA 2
PROJECT TRAFFIC 2
Traffic Generation 2
Proposed Uses 2
Internal Capture 2
Pass-by Capture 2
TRAFFIC ASSIGNMENT 4
SIGNIFICANCE 5
Significant Impact 5
Study Area 5
Intersection Analysis 6
US 1 & Jackson Street - PM 6
US 1 & Harrison Street - AM 7
US 1 & Springtree Place - AM 7
US 1 & SE Gran Park Way - AM 8
Roadway Analysis 8
ACCESS 9
Driveways 11
Harrison Street & Project Entrance - PM 11
Springtree Place & Project Entrance - PM 11
CONCLUSION 12
EXHIBITS 13
APPENDICES 14

LIST OF TABLES

Table 1. Trip Generation 3
Table 2. Project Impacts 1-Way Peak Hour (Significance) 5
Table 3. US 1 & Jackson Street PM Post 2024 Storage Analysis 6
Table 4. US 1 & Harrison Street AM Post 2024 Storage Analysis 7
Table 5. US 1 & Springtree Place AM Post 2024 Storage Analysis 7
Table 6. US 1 & SE Gran Park Way AM Post 2024 Storage Analysis 8
Table 7. Roadway Analysis PM Peak Hour Direction 8
Table 8. Harrison St & Project Entrance PM Post 2024 Storage Analysis 11
Table 9. Springtree Place & Project Entrance PM Post 2024 Storage Analysis 11

LIST OF FIGURES

Figure 1. Site Location Map 1
Figure 2. Traffic Assignment 4
Figure 3a. Driveway In-Trips 9
Figure 3b. Driveway Out-Trips 10

LIST OF EXHIBITS

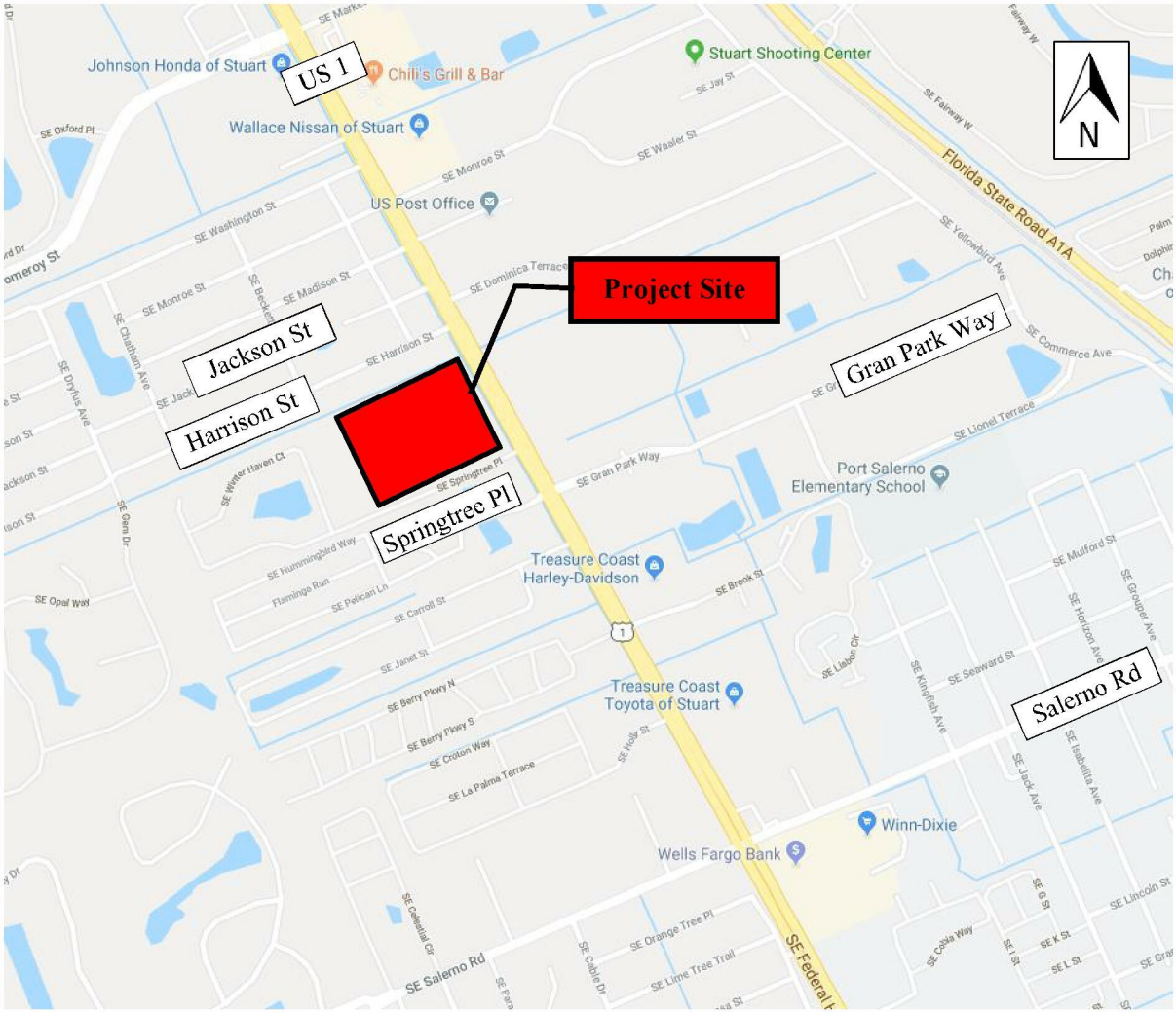
Exhibit 1. Trip Generation

INTRODUCTION

MacKenzie Engineering & Planning, Inc. was retained to prepare an analysis of the traffic impacts from Springtree. The site is located at the northwest corner of Springtree Place and Federal Highway, Stuart, Florida, Parcel ID 52-38-41-000-000-01101-0 and 52-38-41-000-000-01102-0.

The applicant proposes 280 mid-rise multi-family dwelling units. The development is planned for completion by the end of 2024. The analysis was performed for the 2024 roadway conditions. A site location map is shown below in Figure 1.

Figure 1. Site Location Map



INVENTORY AND PLANNING DATA

The traffic data used in this analysis were obtained from Martin County, MacKenzie Engineering and Planning, Inc. (MEP), and FDOT. The data included:

- FDOT's Q/LOS Manual
- *Trip Generation, 10th Edition* (ITE report)
- Martin County's 2018 Roadway Level of Service Inventory Report
- Martin County Impact Fee Study Technical Report, 12/2012, Walter H. Keller, Inc.

Bowman Consulting Group, Ltd., Inc. provided project development information.

PROJECT TRAFFIC

Traffic Generation

The daily and peak hour traffic generation for the development used the trip generation rates published by the Institute of Transportation Engineers (ITE)'s report, *Traffic Generation (10th Edition)* for Land Use 221, Multi-Family Housing (Mid-Rise). The proposed development plan consists of the following:

Proposed Uses

- 280 Mid-Rise Multi-Family Dwelling Units (ITE Land Use 221)

The proposed project is expected to generate the following net external and driveway trips:

- 1,524 daily, 94 AM peak hour (24 in/70 out), and 119 PM peak hour (73 in/46 out)

Internal Capture

In order to provide a conservative analysis, internal capture is not utilized.

Pass-by Capture

The site contains no pass-by capture.

Table 1. Trip Generation

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Trips	Total	In	Out	Total	In	Out
Proposed Site Traffic								
Multifamily Housing(Mid-Rise)	280 DU	1,524	94	24	70	119	73	46
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)		**1,524**	**94**	**24**	**70**	**119**	**73**	**46**
NET CHANGE IN DRIVEWAY VOLUMES		**1,524**	**94**	**24**	**70**	**119**	**73**	**46**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Multifamily Housing(Mid-Rise)	221	DU	T = 5.45 (X) + -1.75	0%	26/74	Ln(T) = 0.98 Ln(X) + -0.98	61/39	Ln(T) = 0.96 Ln(X) + -0.63

s:\jobs - share drive\027 - bowman\011 - springtree\traffic analysis\1-22-2020 280 units\[trip generation springtree.xlsx]tgen-prop

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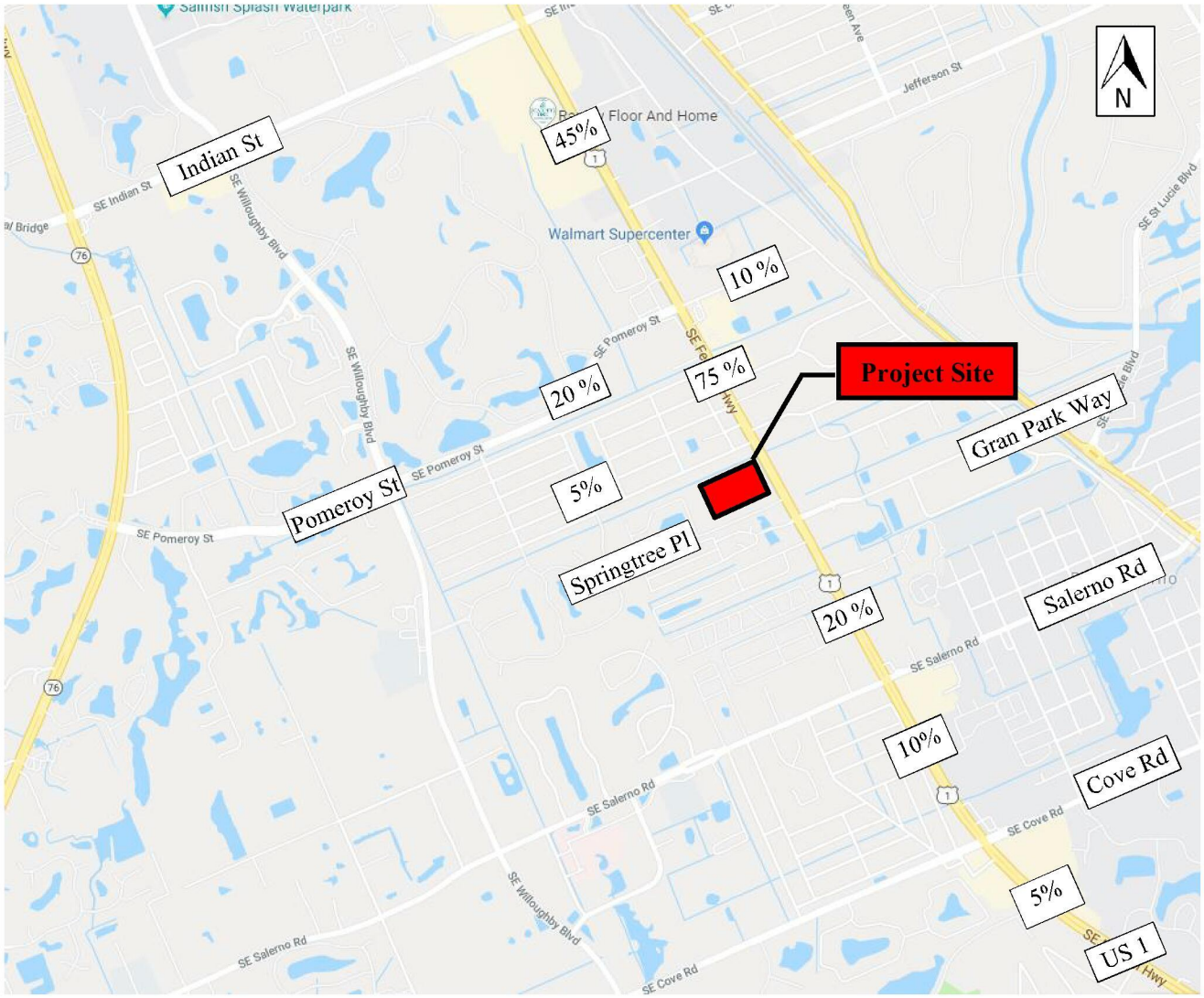
TRAFFIC ASSIGNMENT

The traffic assignment was developed based upon existing and proposed developments, generators, destinations, and knowledge of the local area. These factors were applied using traffic engineering rationale similar to the gravity model.

- North – 75%
- South – 20%
- West – 5%

Figure 2. Traffic Assignment



SIGNIFICANCE

Significant Impact

A project significantly impacts a facility if its peak hour trips use more than five percent (5%) of a roadway's capacity (City of Stuart Code, 4.05.02 Traffic Impact Analysis). The project's traffic assignment and net external trips were utilized to determine the number of project trips on each road segment. Road capacities from Martin County's Roadway Inventory report were utilized in the study. In order to determine the project significance, the project's trips were divided by the roadway segment capacity. Based on the City's significance methodology, the proposed project does not significantly impact US 1. However, the study area will include the intersection at US 1 & Jackson Street and US 1 & SE Gran Park Way. The roadway capacities and the project significance are shown in Table 2.

Study Area

Based on Section 4.05.02 of the Code, the study area for transportation concurrency is all links and aggregated segments or parts thereof, on the major road network on which the project traffic has an impact of at least 5 percent and the first directly accessed roadway link (segment).

Table 2. Project Impacts 1-Way Peak Hour (Significance)

Roadway	From	To	Lanes	Generalized Service Capacity	Assign	Project Traffic	Significance	Significant Impact (Y/N)
SR-5 (US-1)	Cove Rd	Salerno Rd	6	3,020	15%	11	0.36%	no
	Salerno Rd	Pomeroy St	6	3,020	75%	55	1.82%	no
	Pomeroy St	Indian St	6	3,020	45%	33	1.09%	no
Pomeroy St	Willoughby Blvd	SR-5	2	790	20%	15	1.90%	no

As shown in Table 2, there are no roadways that are significantly impacted by the project.

Intersection Analysis

The study analyzed the following intersections, because this is the peak period of impact for each intersection:

- US Highway No. 1 & Jackson Street – PM
- US Highway No. 1 & Harrison Street – AM
- US Highway No. 1 & Springtree Place - AM
- US Highway No. 1 & SE Gran Park Way - AM

The intersection traffic volumes were grown to the buildout year of 2024. The traffic volumes at the US 1 & Jackson Street and US 1 & SE Gran Park Way intersections utilized the project's full driveway trips in order to provide a conservative analysis. Based on this analysis, the intersection is projected to operate acceptably.

US 1 & Jackson Street - PM

Intersection analysis at US 1 & Jackson Street was performed during the PM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0) during the PM peak hour. All of the turn-lanes used by vehicles destined to or from Springtree are projected to be adequate.

Table 3. US 1 & Jackson Street PM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Eastbound	Right	1	-	Yes
Northbound	Left	5	10	Yes

US 1 & Harrison Street - AM

Intersection analysis at US 1 & Harrison Street was performed during the AM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0) during the AM peak hour. Harrison Street 95th percentile queue is 25 feet at US 1 during the busiest time of the day (AM Peak Hour) on eastbound Harrison Street. Queues from US 1 intersection will not affect project driveway.

Table 4. US 1 & Harrison Street AM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Eastbound	Right	1	-	Yes

US 1 & Springtree Place - AM

Intersection analysis at US 1 & Springtree Place was performed during the AM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0) during the AM peak hour. Springtree Place 95th percentile queue is 50 feet at US 1 during the busiest time of the day (AM Peak Hour) on eastbound Springtree Place. Queues from US 1 intersection will not affect project driveway.

Table 5. US 1 & Springtree Place AM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Eastbound	Right	1	-	Yes

US 1 & SE Gran Park Way - AM

Intersection analysis at US 1 & SE Gran Park Way was performed during the AM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, all movements operate under capacity (v/c ratio less than 1.0) during the AM peak hour. All of the turn-lanes used by vehicles destined to or from Springtree are projected to be adequate.

Table 6. US 1 & SE Gran Park Way AM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Eastbound	Right	0	-	Yes
Westbound	Right	2	-	Yes
Northbound	Left	1	10	Yes
Southbound	Left	7	11	Yes

Roadway Analysis

A PM peak hour peak direction roadway analysis was undertaken for SR-5 (US-1) from Salerno Road to Pomeroy Street, considering its total one-way peak hour traffic volume and the roadway laneage to be in place at 2024. Traffic volumes were obtained from the Martin County 2018 Roadway Level of Service Inventory Report. As shown in Table 7, all roadways are projected to operate acceptably with the project.

Table 7. Roadway Analysis PM Peak Hour Direction

Roadway	From	To	Lanes	Service Capacity	Peak Hour Existing Traffic	Count Year	Growth Rate	2024 Traffic Growth	2024 Background Traffic	Project Traffic	2024 Total Traffic	Meets Service Volume
SR-5 (US-1)	Salerno Rd	Project Site	6	3,020	1,775	2018	0.9%	98	1,873	55	1,928	YES
	Project Site	Pomeroy St	6	3,020	1,775	2018	0.9%	98	1,873	55	1,928	YES

ACCESS

The project proposes two points of access as follows:

- Harrison Street – Full Access
- Springtree Place – Full Access

Figure 3a. Driveway In-Trips

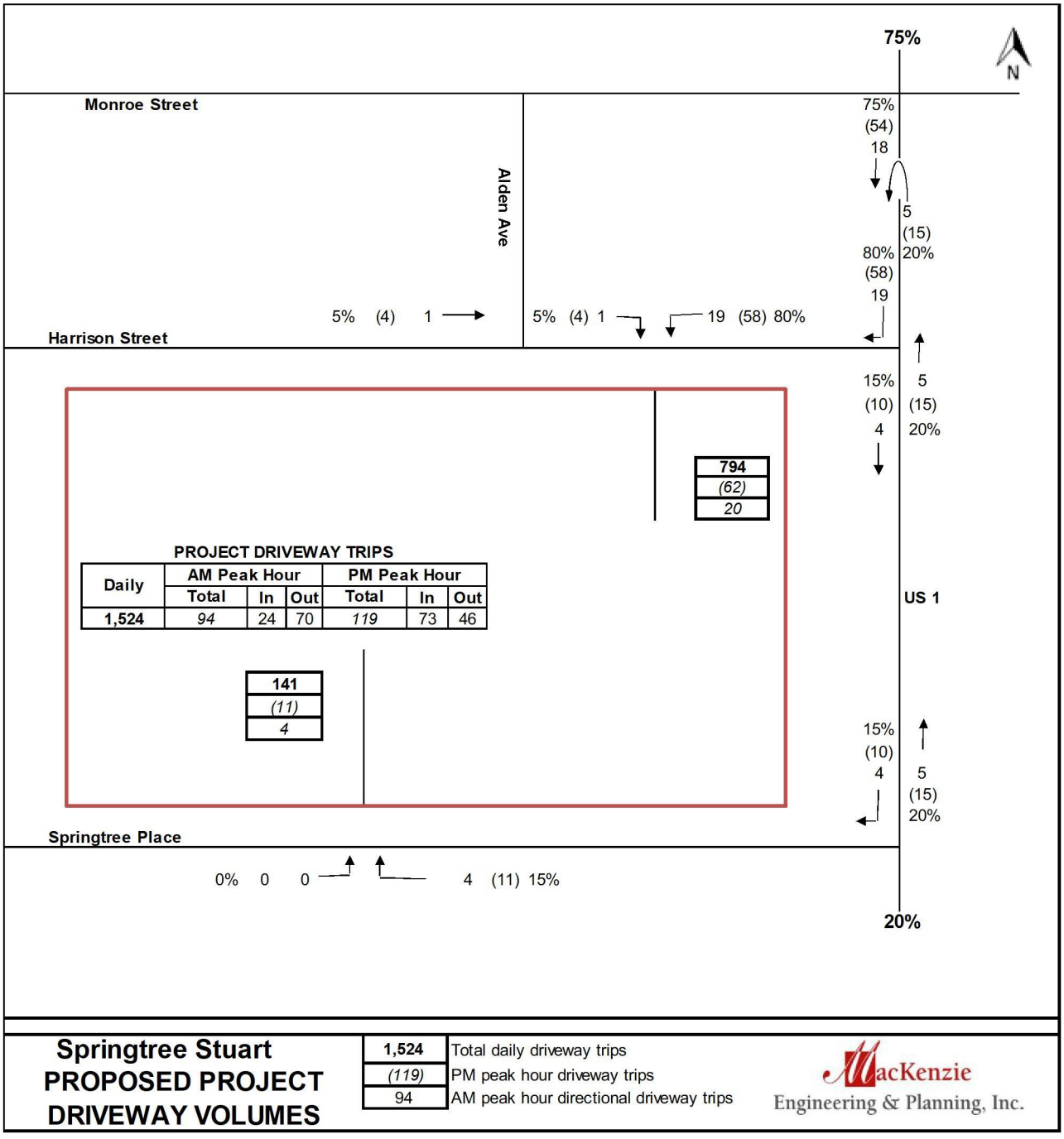
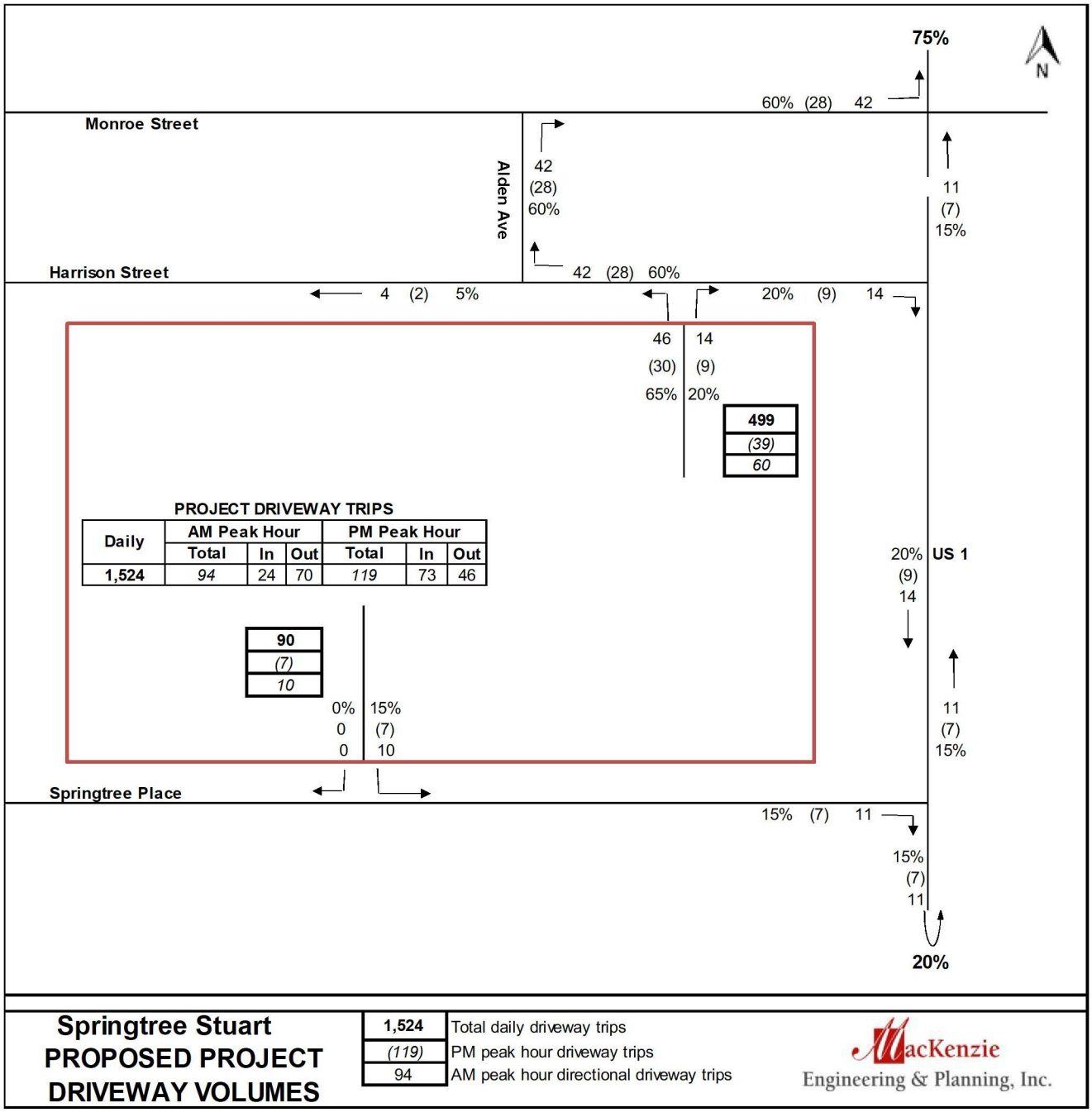


Figure 3b. Driveway Out-Trips



Driveways

Harrison Street & Project Entrance - PM

Intersection analysis at Harrison Street & Project Entrance was performed during the PM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, all movements operate under capacity (v/c ratio less than 1.0) during PM peak hour. Operation is acceptable during busiest inbound time period (PM Peak hour). Therefore, AM peak hour analysis is not needed. No turn lanes needed.

Table 8. Harrison St & Project Entrance PM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Westbound	Left	1	-	Yes

Springtree Place & Project Entrance - PM

Intersection analysis at Springtree Place & Project Entrance was performed during the PM Peak Hour using HCS 7. The queueing analysis can be found in the Appendix. With project traffic, all movements operate under capacity (v/c ratio less than 1.0) during the PM peak hour. Operation is acceptable during busiest inbound time period (PM Peak hour). Therefore, AM peak hour analysis is not needed. No turn lanes needed.

Table 9. Springtree Place & Project Entrance PM Post 2024 Storage Analysis

Direction	Turn-Lane	PM Peak 95th % Queue (veh)	Existing Storage (veh)	Adequate
Eastbound	Left	0	-	Yes

CONCLUSION

MacKenzie Engineering & Planning, Inc. was retained to prepare an analysis of the traffic impacts from Springtree. The site is located at the northwest corner of Springtree Place and Federal Highway, Stuart, Florida, Parcel ID 52-38-41-000-000-01101-0 and 52-38-41-000-000-01102-0.

The applicant proposes 280 mid-rise multi-family dwelling units. The development is planned for completion by the end of 2024. The analysis was performed for the 2024 roadway conditions.

The traffic analysis was performed in accordance with the City of Stuart Code, Section 4.00.00 Traffic Impact Analysis. The project meets the thresholds of Section 4.00.00. The results of the analysis show that the roadways are projected to operate acceptably with the addition of the proposed development and the project meets Stuart's concurrency requirements.

The proposed project is expected to generate the following net external and driveway trips:

- 1,524 daily, 94 AM peak hour (24 in/70 out), and 119 PM peak hour (73 in/46 out)

All roadway segments are projected to operate acceptably in 2024 with the proposed development.

Based on project traffic volumes, the driveways are projected to operate acceptably. Turn lanes are not recommended.

EXHIBITS

Exhibit 1. Trip Generation

APPENDICES

Intersection Volume Development

Post-Development Intersection Analysis

Institute of Traffic Engineers' (ITE) Report, Trip Generation (10th Edition)

Site Plan

EXHIBIT 1
Springtree Stuart
Trip Generation

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Trips	Total	In	Out	Total	In	Out
Proposed Site Traffic								
Multifamily Housing(Mid-Rise)	280 DU	1,524	94	24	70	119	73	46
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)		**1,524**	**94**	**24**	**70**	**119**	**73**	**46**
NET CHANGE IN DRIVEWAY VOLUMES		**1,524**	**94**	**24**	**70**	**119**	**73**	**46**

Note: Trip generation was calculated using the following data:

				Pass-by	AM Peak Hour		PM Peak Hour	
Land Use	ITE Code	Unit	Daily Rate	Rate	in/out	Rate	in/out	Equation
Multifamily Housing(Mid-Rise)	221	DU	T = 5.45 (X) + -1.75	0%	26/74	Ln(T) = 0.98 Ln(X) + -0.98	61/39	Ln(T) = 0.96 Ln(X) + -0.63

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Springtree

PM PEAK HOUR TURNING MOVEMENTS

US 1 & Jackson Street

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	0	0	2	0	0	0	0	8	4	362	0	0	0	368	7	751
4:15 PM	4:30 PM	0	0	0	1	0	0	0	0	15	7	353	0	0	0	384	4	764
4:30 PM	4:45 PM	0	0	0	1	0	0	0	0	25	9	380	0	0	0	357	3	775
4:45 PM	5:00 PM	0	0	0	2	0	0	0	0	8	6	420	0	0	0	435	7	878
5:00 PM	5:15 PM	0	0	0	1	0	0	0	0	20	8	329	0	0	0	401	4	763
5:15 PM	5:30 PM	0	0	0	2	0	0	0	0	16	6	307	0	0	0	360	4	695
5:30 PM	5:45 PM	0	0	0	0	0	0	0	0	10	11	307	0	0	0	322	1	651
5:45 PM	6:00 PM	0	0	0	0	0	0	0	0	9	1	265	0	0	0	274	0	549
Peak Hour Traffic Volume																		
4:15 PM	5:15 PM	0	0	0	5	0	0	0	0	68	30	1482	0	0	0	1577	18	3180

Count Taken:	1/23/2018	9/17/2019	PHF	0.91	
Buildout year:	2024				
Growth Rate:	0.9%				
Seasonal Factor:	1.02	1.09			

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt *	nbr	sbu	sbl	sbt *	sbr
1/23/2018	0	0	0	5	0	0	0	0	68	30	1482	0	0	0	1577	18
PSCF	0	0	0	0	0	0	0	0	6	3	30	0	0	0	32	2
Adjusted Volumes		0	0	5		0	0	0	74	33	1512	0		0	1609	20
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%		0.9%	0.9%	0.9%
Growth		0	0	0		0	0	0	3	2	84	0		0	89	1
2024 Volumes		0	0	5		0	0	0	77	35	1596	0		0	1698	21
Pre-Development		0	0	5		0	0	0	77	35	1596	0		0	1698	21
Project	0	0	0	0	0	0	0	0	15	0	7	0	0	0	55	0
Post	0	0	0	5	0	0	0	0	92	35	1603	0	0	0	1753	21

Project Traffic									In		Out				In		
Assignment	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%	15%	0%	0%	0%	75%	0%	

* NBT and SBT Volumes obtained from the FDOT Count Station 89 5038, 1/23/2018

Springtree

AM PEAK HOUR TURNING MOVEMENTS

US 1 & Harrison

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM											268				276		544
7:15 AM	7:30 AM											293				271		564
7:30 AM	7:45 AM											330				292		622
7:45 AM	8:00 AM											283				236		519
8:00 AM	8:15 AM											274				273		547
8:15 AM	8:30 AM											305				264		569
8:30 AM	8:45 AM											290				262		552
8:45 AM	9:00 AM											286				280		566
Peak Hour Traffic Volume																		
7:30 AM	8:30 AM	0	0	0	0	0	0	0	0	0	0	1192	0	0	0	1065	0	2257

Count Taken:	1/23/2018	9/24/2019		PHF	0.91
Buildout year:	2024				
Growth Rate:	0.9%				
Seasonal Factor:	1.02	1.08			

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt *	nbr	sbu	sbl	sbt *	sbr
1/23/2018	0	0	0	47	0	0	0	0	0	0	1192	0	0	0	1065	47
PSCF	0	0	0	4	0	0	0	0	0	0	24	0	0	0	21	4
Adjusted Volumes		0	0	51		0	0	0	0	0	1216	0	0	0	1086	51
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%
Growth		0	0	3		0	0	0	0	0	67	0	0	0	60	2
2024 Volumes		0	0	54		0	0	0	0	0	1283	0	0	0	1146	53
Pre-Development		0	0	54		0	0	0	0	0	1283	0	0	0	1146	53
Project	0	0	0	14	0	0	0	0	0	0	16	0	0	0	4	18
Post	0	0	0	68	0	0	0	0	0	0	1299	0	0	0	1150	71

					Out							In				In	In
Project Traffic Assignment	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	20%	0%	0%	0%	15%	75%
											Out					
											15%					

* NBT and SBT Volumes obtained from the FDOT Count Station 89 5038, 1/23/2018

Springtree

AM PEAK HOUR TURNING MOVEMENTS

US 1 & Springtree Place

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM											268				276		544
7:15 AM	7:30 AM											293				271		564
7:30 AM	7:45 AM											330				292		622
7:45 AM	8:00 AM											283				236		519
8:00 AM	8:15 AM											274				273		547
8:15 AM	8:30 AM											305				264		569
8:30 AM	8:45 AM											290				262		552
8:45 AM	9:00 AM											286				280		566
Peak Hour Traffic Volume																		
7:30 AM	8:30 AM	0	0	0	0	0	0	0	0	0	0	1192	0	0	0	1065	0	2257

Count Taken:	1/23/2018	9/24/2019	PHF	0.91	
Buildout year:	2024				
Growth Rate:	0.9%				
Seasonal Factor:	1.02	1.08			

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt *	nbr	sbu	sbl	sbt *	sbr
1/23/2018	0	0	0	47	0	0	0	0	0	0	1192	0	0	0	1065	47
PSCF	0	0	0	4	0	0	0	0	0	0	24	0	0	0	21	4
Adjusted Volumes		0	0	51		0	0	0	0	0	1216	0	0	0	1086	51
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%
Growth		0	0	3		0	0	0	0	0	67	0	0	0	60	2
2024 Volumes		0	0	54		0	0	0	0	0	1283	0	0	0	1146	53
Pre-Development		0	0	54		0	0	0	0	0	1283	0	0	0	1146	53
Project	0	0	0	11	0	0	0	0	0	0	16	0	0	0	14	4
Post	0	0	0	65	0	0	0	0	0	0	1299	0	0	0	1160	57

					Out							In				Out	In
Project Traffic Assignment	0%	0%	0%	15%	0%	0%	0%	0%	0%	0%	20%	0%	0%	0%	20%	15%
											Out					
											15%					

* NBT and SBT Volumes obtained from the FDOT Count Station 89 5038, 1/23/2018

Springtree

AM PEAK HOUR TURNING MOVEMENTS

US 1 & Gran Park Way

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	NB Total	sbu	sbl	sbt	sbr	SB Total	totals
7:00 AM	7:15 AM	0	0	0	0	0	0	0	22	8	0	252	8	268	0	46	230	0	276	566
7:15 AM	7:30 AM	0	0	0	1	0	0	0	38	8	**3**	221	61	293	2	52	210	7	271	603
7:30 AM	7:45 AM	0	0	0	0	0	0	0	16	10	**1**	285	34	330	4	42	246	0	292	638
7:45 AM	8:00 AM	0	0	0	2	0	0	0	10	5	**1**	260	17	283	2	26	207	1	236	531
8:00 AM	8:15 AM	0	0	0	0	0	0	0	9	4	**1**	251	18	274	1	27	244	1	273	556
8:15 AM	8:30 AM	0	0	0	0	0	0	0	16	3	1	288	13	305	11	28	223	2	264	585
8:30 AM	8:45 AM	0	0	0	1	0	0	0	6	4	3	268	15	290	2	6	253	1	262	559
8:45 AM	9:00 AM	0	0	0	2	0	0	0	11	9	3	268	6	286	0	14	266	0	280	579
Peak Hour Traffic Volume																				
7:00 AM	8:00 AM	0	0	0	3	0	0	0	86	31	5	1018	120		8	166	893	8		2338

Count Taken: 1/23/2018 9/24/2019 PHF 0.92

Buildout year: 2024

Growth Rate: 0.9%

Seasonal Factor: 1.02 1.08

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt *	nbr	sbu	sbl	sbt *	sbr
1/23/2018	0	0	0	3	0	0	0	86	31	5	1018	120	8	166	893	8
PSCF	0	0	0	0	0	0	0	7	2	0	20	10	1	13	18	1
Adjusted Volumes		0	0	3		0	0	93	33	5	1038	130	9	179	911	9
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%
Growth		0	0	0		0	0	4	2	0	57	6	0	8	50	0
2022 Volumes		0	0	3		0	0	97	35	5	1095	136	9	187	961	9
Pre-Development		0	0	3		0	0	97	35	5	1095	136	9	187	961	9
Project	0	0	0	0	0	0	0	0	0	0	5	0	11	0	14	0
Post	0	0	0	3	0	0	0	97	35	5	1100	136	20	187	975	9

Project Traffic											In		Out		Out		
Assignment	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%	15%	0%	20%	0%	

* NBT and SBT Volumes obtained from the FDOT Count Station 89 5038, 1/23/2018

Springtree

PM PEAK HOUR TURNING MOVEMENTS

Harrison & Project Entrance

Count Taken: 9/17/2019
Buildout year: 2024
Growth Rate: 0.9%
Seasonal Factor: 1.09

Use PHF of 0.90 to be conservative

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
9/17/2019			47				47									
PSCF	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0
Adjusted Volumes		0	51	0		0	51	0	0	0	0	0		0	0	0
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%		0.9%	0.9%	0.9%
Growth		0	2	0		0	2	0	0	0	0	0		0	0	0
2024 Volumes		0	53	0		0	53	0	0	0	0	0		0	0	0
Pre-Development		0	53	0		0	53	0	0	0	0	0		0	0	0
Project	0	0	0	4	0	58	0	0	0	30	0	9	0	0	0	0
Post	0	0	53	4	0	58	53	0	0	30	0	9	0	0	0	0
Project Traffic				In		In				Out		Out				
Assignment	0%	0%	0%	5%	0%	80%	0%	0%	0%	65%	0%	20%	0%	0%	0%	0%

*** Traffic volumes based on highest inbound or outbound volume from US 1 & Jackson Street intersection turning movement count in order to provide conservative analysis of driveway**

Springtree

PM PEAK HOUR TURNING MOVEMENTS

Springtree & Project Entrance

Count Taken: 9/17/2019
Buildout year: 2024
Growth Rate: 0.9%
Seasonal Factor: 1.09

Use PHF of 0.90 to be conservative

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
9/17/2019			47				47									
PSCF	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0
Adjusted Volumes		0	51	0		0	51	0	0	0	0	0		0	0	0
Growth Rate		0.9%	0.9%	0.9%		0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%		0.9%	0.9%	0.9%
Growth		0	2	0		0	2	0	0	0	0	0		0	0	0
2024 Volumes		0	53	0		0	53	0	0	0	0	0		0	0	0
Pre-Development		0	53	0		0	53	0	0	0	0	0		0	0	0
Project	0	0	0	0	0	0	0	11	0	0	0	0	0	7	0	0
Post	0	0	53	0	0	0	53	11	0	0	0	0	0	7	0	0

Project Traffic								In						Out		
Assignment	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	0%	0%	0%	15%	0%	0%

*** Traffic volumes based on highest inbound or outbound volume from US 1 & Jackson Street intersection turning movement count in order to provide conservative analysis of driveway**

HCS7 Two-Way Stop-Control Report

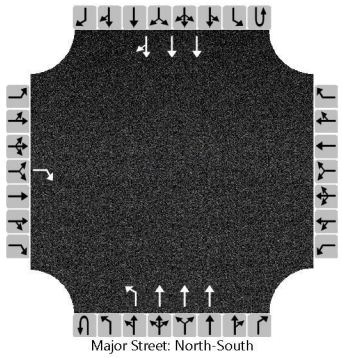
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/2020
Analysis Year	2024
Time Analyzed	
Intersection Orientation	North-South
Project Description	Springtree 2024 Post PM

Site Information

Intersection	US 1 & Jackson Street
Jurisdiction	
East/West Street	Jackson St
North/South Street	US 1
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	1	3	0	0	0	3	0
Configuration				R						L	T				T	TR
Volume (veh/h)				5					92	35	1603				1753	21
Percent Heavy Vehicles (%)				2					2	2						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)				7.1					5.6	5.3						
Critical Headway (sec)				7.14					5.64	5.34						
Base Follow-Up Headway (sec)				3.9					2.3	3.1						
Follow-Up Headway (sec)				3.92					2.32	3.12						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				6						141						
Capacity, c (veh/h)				212						196						
v/c Ratio				0.03						0.72						
95% Queue Length, Q_{95} (veh)				0.1						4.6						
Control Delay (s/veh)				22.4						60.1						
Level of Service (LOS)				C						F						
Approach Delay (s/veh)	22.4								4.4							
Approach LOS	C															

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HCS7 Two-Way Stop-Control Report

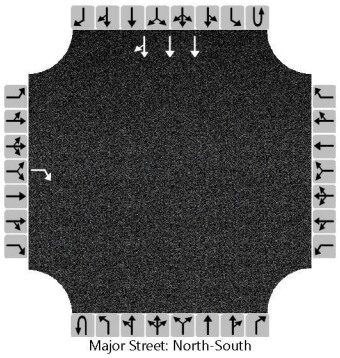
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/2020
Analysis Year	2024
Time Analyzed	
Intersection Orientation	North-South
Project Description	Springtree Post-Development AM

Site Information

Intersection	US 1 & Harrison St
Jurisdiction	
East/West Street	Harrison St
North/South Street	US 1
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	0	0	0	0	3	0
Configuration				R											T	TR
Volume (veh/h)				68											1150	71
Percent Heavy Vehicles (%)				2												
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)				7.1												
Critical Headway (sec)				7.14												
Base Follow-Up Headway (sec)				3.9												
Follow-Up Headway (sec)				3.92												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				75												
Capacity, c (veh/h)				342												
v/c Ratio				0.22												
95% Queue Length, Q_{95} (veh)				0.8												
Control Delay (s/veh)				18.4												
Level of Service (LOS)				C												
Approach Delay (s/veh)	18.4															
Approach LOS	C															

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HCS7 Two-Way Stop-Control Report

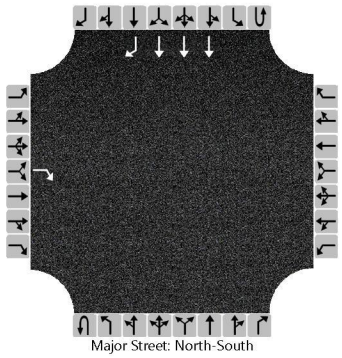
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/2020
Analysis Year	2024
Time Analyzed	
Intersection Orientation	North-South
Project Description	Springtree Post-Development AM

Site Information

Intersection	US1 & Springtree Place
Jurisdiction	
East/West Street	US 1
North/South Street	Springtree Place
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	0	0	0	0	3	1
Configuration				R											T	R
Volume (veh/h)				65											1160	57
Percent Heavy Vehicles (%)				2												
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)				7.1												
Critical Headway (sec)				7.14												
Base Follow-Up Headway (sec)				3.9												
Follow-Up Headway (sec)				3.92												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				71												
Capacity, c (veh/h)				360												
v/c Ratio				0.20												
95% Queue Length, Q_{95} (veh)				0.7												
Control Delay (s/veh)				17.5												
Level of Service (LOS)				C												
Approach Delay (s/veh)		17.5														
Approach LOS		C														

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HCS7 Two-Way Stop-Control Report

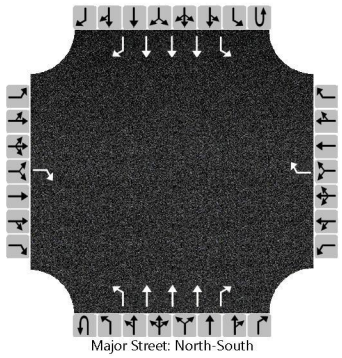
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/20
Analysis Year	2024
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Springtree 2024 Post AM

Site Information

Intersection	US 1 & Gran Park Way
Jurisdiction	
East/West Street	Gran Park Way
North/South Street	US 1
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	1	0	1	3	1	0	1	3	1
Configuration				R				R		L	T	R		L	T	R
Volume (veh/h)				3				97	35	5	1100	136	20	187	975	9
Percent Heavy Vehicles (%)				2				2	2	2			2	2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No				No				No				No			
Median Type | Storage	Left Only								2							

Critical and Follow-up Headways

Base Critical Headway (sec)				7.1				7.1	5.6	5.3			5.6	5.3		
Critical Headway (sec)				7.14				7.14	5.64	5.34			5.64	5.34		
Base Follow-Up Headway (sec)				3.9				3.9	2.3	3.1			2.3	3.1		
Follow-Up Headway (sec)				3.92				3.92	2.32	3.12			2.32	3.12		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				3				105		43				225		
Capacity, c (veh/h)				423				382		541				274		
v/c Ratio				0.01				0.28		0.08				0.82		
95% Queue Length, Q_{95} (veh)				0.0				1.1		0.3				6.6		
Control Delay (s/veh)				13.6				18.0		12.2				58.5		
Level of Service (LOS)				B				C		B				F		
Approach Delay (s/veh)	13.6				18.0				0.4				10.2			
Approach LOS	B				C											

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HCS7 Two-Way Stop-Control Report

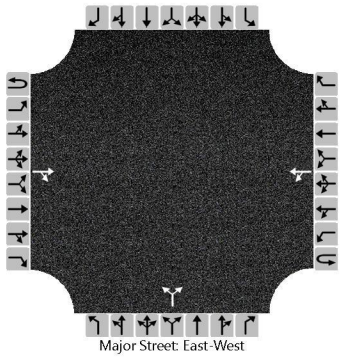
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/2020
Analysis Year	2024
Time Analyzed	
Intersection Orientation	East-West
Project Description	Springtree Post-Development PM

Site Information

Intersection	Harrison St & Entrance
Jurisdiction	
East/West Street	Harrison St
North/South Street	Entrance
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			53	4		58	53			30		9				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						64					43					
Capacity, c (veh/h)						1539					759					
v/c Ratio						0.04					0.06					
95% Queue Length, Q_{95} (veh)						0.1					0.2					
Control Delay (s/veh)						7.4					10.0					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)					4.0				10.0							
Approach LOS									B							

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HCS7 Two-Way Stop-Control Report

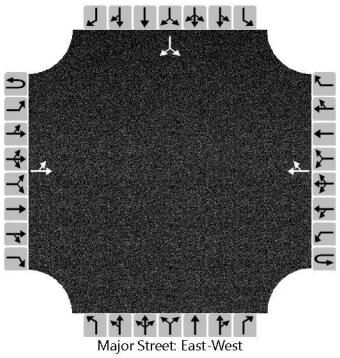
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	1/27/2020
Analysis Year	2024
Time Analyzed	
Intersection Orientation	East-West
Project Description	Springtree Post-Development PM

Site Information

Intersection	Springtree & Entrance
Jurisdiction	
East/West Street	Springtree
North/South Street	Project Entrance
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		0	53				53	11						7		0
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		0													8	
Capacity, c (veh/h)		1529													871	
v/c Ratio		0.00													0.01	
95% Queue Length, Q_{95} (veh)		0.0													0.0	
Control Delay (s/veh)		7.4													9.2	
Level of Service (LOS)		A													A	
Approach Delay (s/veh)	0.0												9.2			
Approach LOS													A			

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COUNTY: 89
STATION: 5038
DESCRIPTION: SR 5/US 1 - N OF SALERNO RD (COUNTY LINK: 110)
START DATE: 01/23/2018
START TIME: 2345

	DIRECTION: N					DIRECTION: S					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	11	7	8	12	38	16	13	15	14	58	96
0100	10	9	7	21	47	16	5	10	10	41	88
0200	7	11	10	5	33	8	4	5	7	24	57
0300	7	13	8	5	33	10	13	9	10	42	75
0400	11	20	23	34	88	15	24	37	36	112	200
0500	43	55	68	75	241	45	68	73	99	285	526
0600	107	145	157	221	630	139	178	183	213	713	1343
0700	268	293	330	283	1174	276	271	292	236	1075	2249
0800	274	305	290	286	1155	273	264	262	280	1079	2234
0900	301	301	298	285	1185	263	267	262	238	1030	2215
1000	300	297	352	350	1299	282	272	288	314	1156	2455
1100	270	335	317	326	1248	288	303	325	326	1242	2490
1200	365	318	410	335	1428	307	293	374	324	1298	2726
1300	334	365	343	364	1406	357	392	323	370	1442	2848
1400	378	348	375	342	1443	376	359	357	351	1443	2886
1500	344	357	373	339	1413	336	350	366	361	1413	2826
1600	362	353	380	420	1515	368	384	357	435	1544	3059
1700	329	307	307	265	1208	401	360	322	274	1357	2565
1800	294	261	255	202	1012	273	243	243	205	964	1976
1900	190	146	120	100	556	183	174	169	179	705	1261
2000	89	96	89	96	370	142	123	124	119	508	878
2100	68	73	83	71	295	120	93	77	61	351	646
2200	55	40	30	25	150	71	53	34	36	194	344
2300	27	27	17	16	87	36	24	22	13	95	182
24-HOUR TOTALS:					18054					18171	36225

PEAK VOLUME INFORMATION

	DIRECTION: N		DIRECTION: S		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	730	1192	800	1079	845	2258
P.M.	1600	1515	1615	1577	1600	3059
DAILY	1600	1515	1615	1577	1600	3059

GENERATED BY SPS 5.0.53P

Land Use: 221
Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.46 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 95.7 percent of the total dwelling units were occupied.

Time-of-day distribution data for this land use are presented in Appendix A. For the eight general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 4:45 and 5:45 p.m., respectively.

For the four dense multi-use urban sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:15 and 5:15 p.m., respectively. For the three center city core sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:45 and 7:45 a.m. and 5:00 and 6:00 p.m., respectively.

For the six sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.46 residents per occupied dwelling unit.

For the five sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 95.7 percent of the units were occupied.

The average numbers of person trips per vehicle trip at the five center city core sites at which both person trip and vehicle trip data were collected were as follows:

- 1.84 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.94 during Weekday, AM Peak Hour of Generator
- 2.07 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.59 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 32 dense multi-use urban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.90 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.90 during Weekday, AM Peak Hour of Generator
- 2.00 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.08 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 13 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.56 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.88 during Weekday, AM Peak Hour of Generator
- 1.70 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.07 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, Ontario, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia, and Wisconsin.

Source Numbers

168, 188, 204, 305, 306, 321, 357, 390, 436, 525, 530, 579, 638, 818, 857, 866, 901, 904, 910, 912, 918, 934, 936, 939, 944, 947, 948, 949, 959, 963, 964, 966, 967, 969, 970

Multifamily Housing (Mid-Rise)
(221)

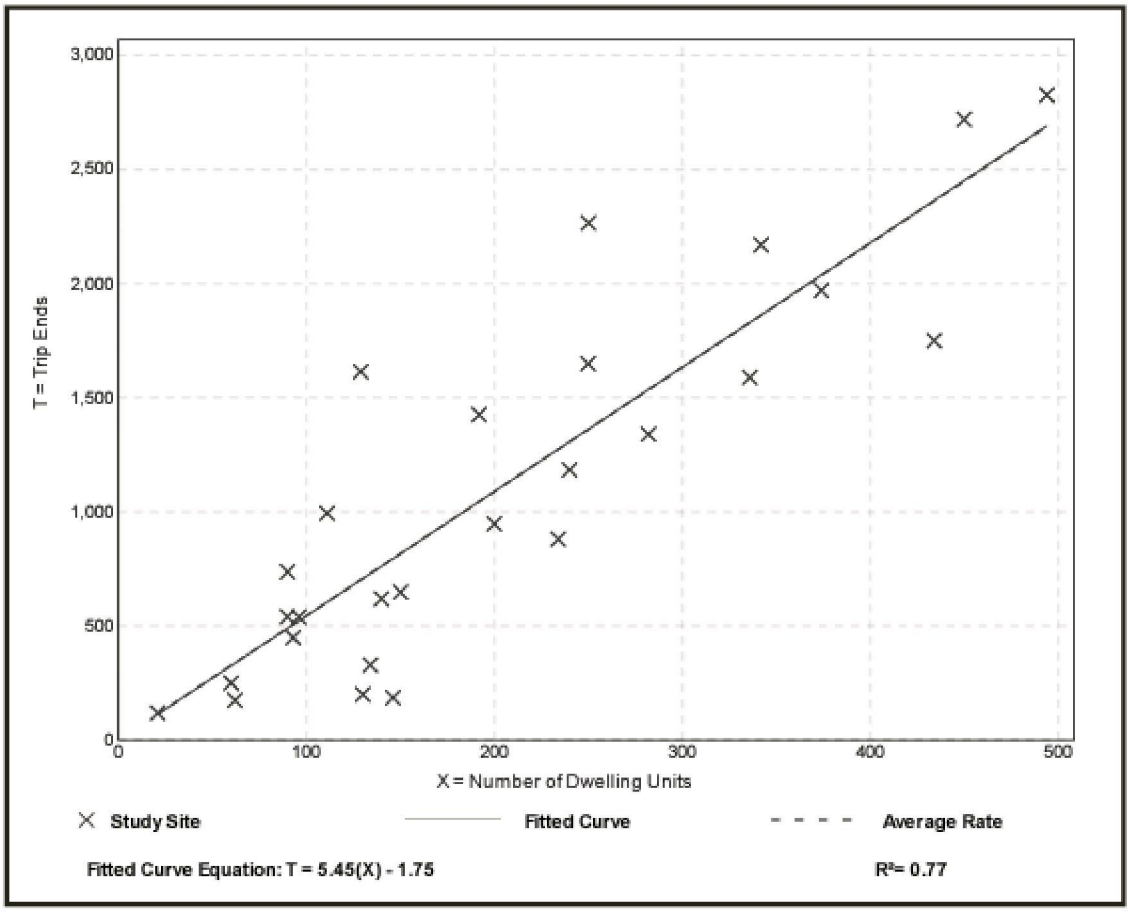
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



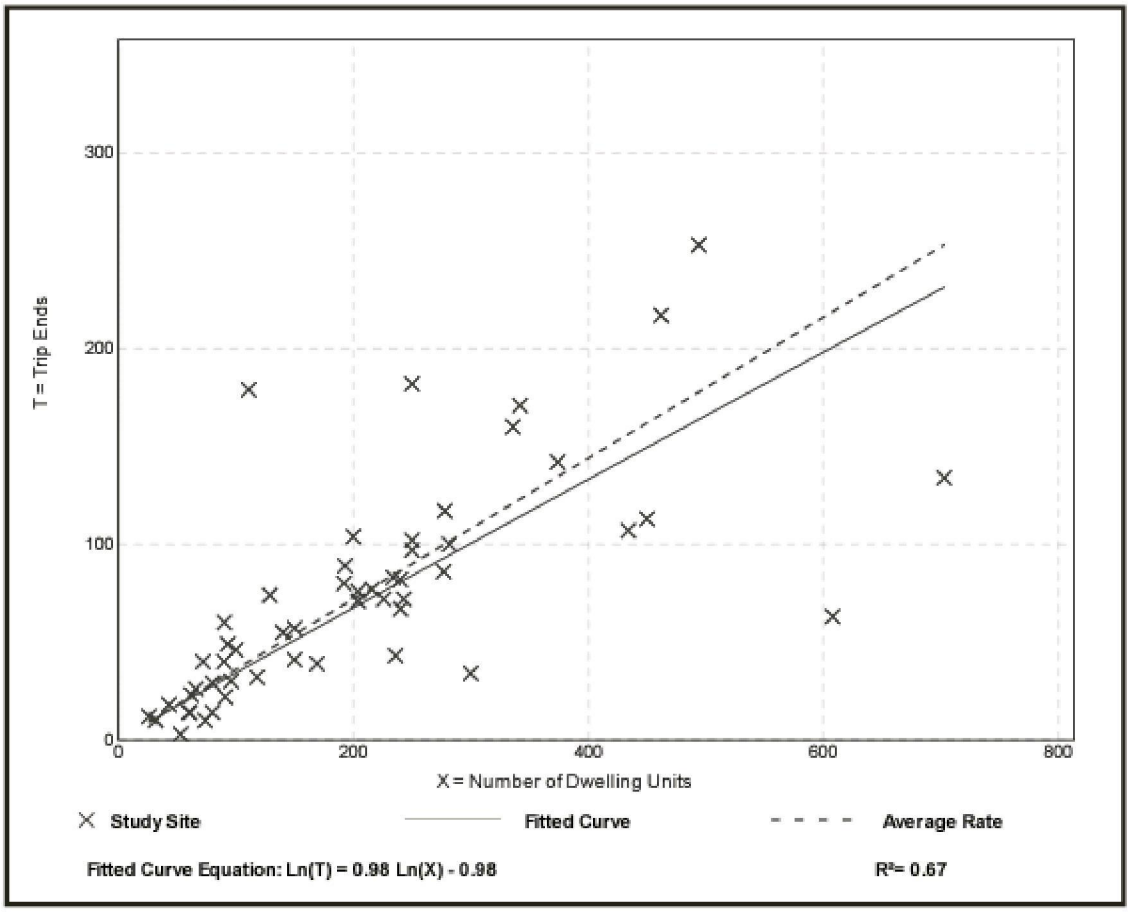
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 53
Avg. Num. of Dwelling Units: 207
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



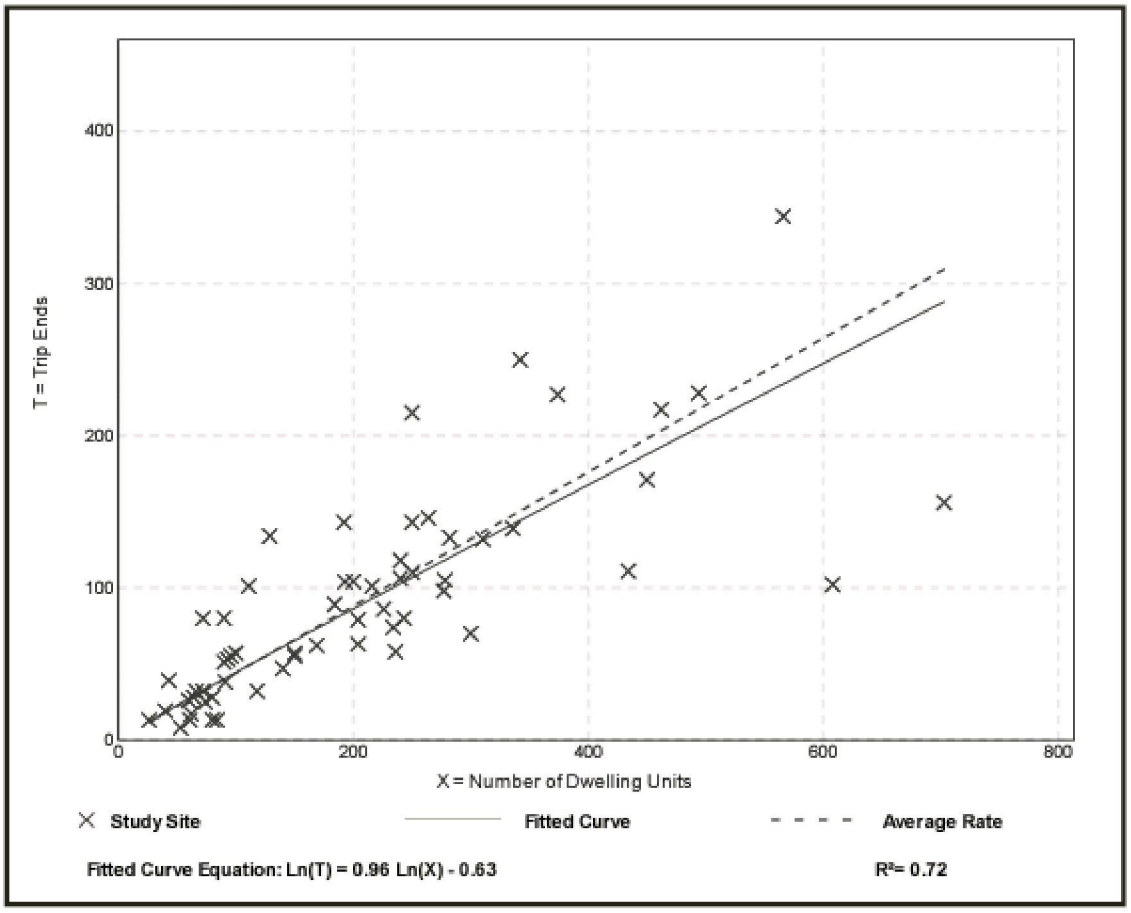
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 60
Avg. Num. of Dwelling Units: 208
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



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

generated on 9/17/2019 11:44:58 AM EDT

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
52-38-41-000-000-01102-0	1107101	SE FEDERAL HIGHWAY, STUART	$758,680	9/14/2019

Owner Information

Owner(Current)	STUART 13 ACRES LLC
Owner/Mail Address	2055 S KANNER HWY STUART FL 34994
Sale Date	9/10/2010
Document Book/Page	2475 1736
Document No.	2232235
Sale Price	1116700

Location/Description

Account #	1107101
Tax District	3100
Parcel Address	SE FEDERAL HIGHWAY, STUART
Acres	7.2570
Map Page No.	HG-47
Legal Description	HANSON GRANT S/D OF LOTS 18 19 20 S 1/3 OF N 9/15 W OF US 1 HWY DESC AS THE S 434.35' OF THE FOLLOWING: BEG W R/W US 1 & S/LN N 9/15THS, NLY ALG HWY 781.49 TO N/LN OF S 3/15 OF S 9/15, W 727.88', SLY PARALLEL US 1 782.47' & E 727.78' TO POB

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	1000 Vacant Commercial
Neighborhood	50700 Federal_Indian to Cove

Assessment Information

Market Land Value	$758,680
Market Improvement Value	
Market Total Value	$758,680

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

generated on 9/17/2019 11:45:44 AM EDT

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
52-38-41-000-000-01101-0	128526	SE FEDERAL HIGHWAY, STUART	$800,530	9/14/2019

Owner Information

Owner(Current)	TIERRA DEL LAGO INC
Owner/Mail Address	PO BOX 3306 PALM BEACH FL 33480
Sale Date	8/4/1986
Document Book/Page	0995 1479
Document No.	
Sale Price	0

Location/Description

Account #	128526
Tax District	3100
Parcel Address	SE FEDERAL HIGHWAY, STUART
Acres	5.7430
Map Page No.	HG-47
Legal Description	HANSON GRANT S/D OF LOTS 18 19 20 S 1/3 OF N 9/15 W OF US 1 HWY DESC AS: BEG W R/W US 1 & S/LN N 9/15THS, NLY ALG HWY 781.49 TO N/LN OF S 3/15 OF S 9/15, W 727.88', SLY PARALLEL US 1 782.47' & E 727.78' TO POB (LESS THE S 434.35' AS DESC IN OR 2475/1736)

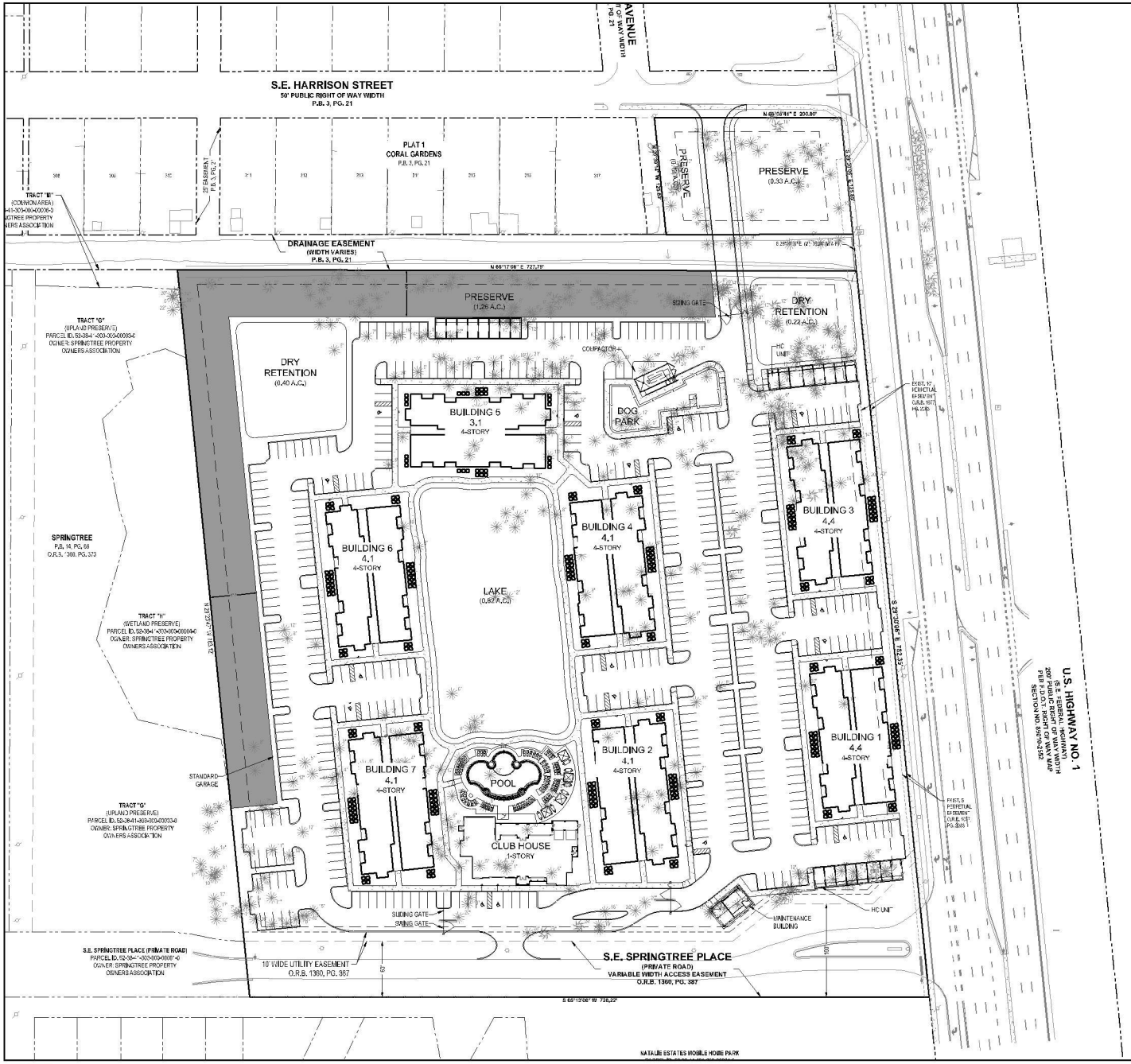
NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

Parcel Type

Use Code	1000 Vacant Commercial
Neighborhood	50700 Federal_Indian to Cove

Assessment Information

Market Land Value	$800,530
Market Improvement Value	
Market Total Value	$800,530



TREE LEGEND:

- OAK Hdn With 11 Stems
- PALM TREE WITH SIZE
- PINE TREE WITH SIZE
- UNKNOWN TREE WITH SIZE

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.
N.A.V.D. 88

LEGEND:

ARV	AIR RELEASE VALVE	INV	INVERT
BFP	BACKFLOW PREVENTER	LP	LIGHT POLE
(C)	CALCULATED DATA	(M)	MEASURED DATA
CLF	CHAINLINK FENCE	N	NORTHING
CM	CONCRETE MONUMENT	NAVD	NORTH AMERICAN VERTICAL DATUM
CMP	CORRUGATED METAL PIPE	O.R.B.	OFFICIAL RECORDS BOOK
CRB	COMMUNICATIONS RISER BOX	(P)	PLAT DATA
CONC.	CONCRETE	P.B.	PLAT BOOK
(A)	DEED DATA	PG.	PAGE
E	EASTING	PVC	POLYVINYLCHLORIDE PIPE
EL.	ELEVATION	R/W	RIGHT OF WAY
FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
F.P.L.	FLORIDA POWER AND LIGHT COMPANY	R.T.K.	REAL TIME KINEMATIC
F.A.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION	SV	SEWER VALVE
G.P.S.	GLOBAL POSITIONING SYSTEM	TYP.	TYPICAL
HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE
ID.	IDENTIFICATION		

- TRAFFIC SIGNAL HANDHOLE
- IRRIGATION CONTROL VALVE
- FOUND CONCRETE MONUMENT WITH IDENTIFICATION
- FIBER OPTIC HANDHOLE
- NAIL & DISK WITH IDENTIFICATION
- FIBER OPTIC MARKER
- FOUND IRON ROD OR PIPE WITH IDENTIFICATION
- SIGN
- SET 5/8" IRON ROD WITH CAP STAMPED "BOWMAN CG LB8000"
- GUY ANCHOR
- CONCRETE POWER POLE
- DENOTES TITLE COMMITMENT EXCEPTION NUMBER
- WOOD POWER POLE
- CONTOUR LINE
- SEWER MANHOLE
- FENCE LINE
- OHE OVERHEAD ELECTRICAL
- STORM MANHOLE
- SPOT ELEVATION
- STORM INLET
- ASPHALT PAVEMENT
- TELEPHONE MANHOLE
- CONCRETE

Site Data

Total Site Area	592,416 Sf / 13.6 Ac.	
Density	270 Units	19.85 UNITS / Ac.

Upland Preserve / Nature Area

Proposed Upland Preservation:	76,665 sf	1.76 Ac.	25%

Open Space

Open Space Provided:	161,608 sf	3.71 Ac.	28%

Impervious Area

Building Coverage	87,556 sf	2.01 Ac.
Vehicular / Sidewalks / Pads	196,456 sf	4.51 Ac.
Lake	31,363 sf	0.72 Ac.

Pervious Area

Dry Detention Area	20,909 sf	0.48 Ac.
Upland Preserve Area	76,665 sf	1.76 Ac.
Open Space	161,608 sf	3.71 Ac.
Total:		6.01 Ac.

Parking (9' x 18')

Stalls/Spaces	467 each	1.73 space/ Unit

Bowman CONSULTING

Bowman Consulting Group, Ltd.
301 SE Ocean Blvd, Suite 301
Stuart, FL 34994
Phone: (772) 463-1113
Fax: (772) 220-7881
www.bowmanconsulting.com
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STUART - SPRINGTREE

FLORIDA

CITY OF STUART

PROJECT NO.
30210-01-002

REVISIONS

DATE	DESCRIPTION

JMB DRAWN | HE CHKD

SCALE: 1" = 50'
JOB No. 30210-01-002
DATE: 7/19/2019
FILE:

SHEET 1 OF 1

February 12, 2020

Tom Reetz
Senior Planner
City of Stuart Development Department
121 SW Flagler Ave.
Stuart, FL 34994

Re: Springtree Multifamily Parking Generation Analysis

Bowman Consulting Group prepared a parking capacity analysis utilizing the ITE's Parking Generation Manual, 5th Edition. We are providing the information below for you use and information.

The Springtree Multifamily Development is expected to consist of 280 units. The Land Use Code of 221 from ITE fits the description for the proposed Development.

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Based on the trip parking generation for dwelling units (See page 91 from Manual), the development is expected to generate approximately 367 parked vehicles (P=1.34*(280) -8.73).

As a conservative approach and as indicated in the Manual, it is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. As such, we evaluated the anticipated parking generation based on the number of Bedrooms.

The parking supply information from Section Land Use: 221 Multifamily Housing (Mid Rise) (page 89 of the Manual) is depicted below:

		Parking Supply Ratio	
Setting	**Proximity to Rail Transit**	**Per Dwelling Unit**	**Per Bedroom**
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/ Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The subject property has a unique mix of the number of bedrooms per unit. Therefore, the appropriate rate to utilize to properly develop the number of vehicles generated would be the Ratio per bedroom.

Therefore, the parking generated from the subject project is expected to be 1 vehicle per bedroom. The table below summarizes the unit mix and provides for the calculation for the total number of recommended parking spaces:

Parking Generation Calculation Table				
Unit Desc	Quantity	ITE Ratio	Spaces	Reference
Studio	28	1	28	ITE 5th Ed. Mid-rise General Urban/Suburban
1 br, 1 ba	124	1	124	ITE 5th Ed. Mid-rise General Urban/Suburban
2 br, 2 ba	108	2	216	ITE 5th Ed. Mid-rise General Urban/Suburban
3 br, 2 ba	20	3	60	ITE 5th Ed. Mid-rise General Urban/Suburban
Total/Avg	280	1.53	428	

Conclusion

The results of this Parking Generation analysis indicate that the total number of parking spaces required for the multifamily unit is 428 not including employee parking at the Clubhouse. The total number of employees expected is 3. By adding an additional 3 spaces for customers and visitors to the clubhouse, the total number of recommended spaces for the subject property is 434.

Sincerely,
Bowman Consulting Group, Ltd.



Howard Ehrsam, P.E., CGC, LEED AP
Sr. Project Manager
hehrsam@bowmanconsulting.com

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: November 4, 2019

Re: **Stuart Springtree – Stuart, Florida**
RPUD Rezoning and Major Land Use Amendment Review - Engineering

---

Dear Mr. Reetz,

Kimley-Horn has reviewed the submittal of the RPUD Rezoning and Major Land Use Amendment Application and associated documents, dated November 27, 2019, provided to Kimley Horn on December 6, 2019, prepared by HJA Design Studio for the proposed Stuart Springtree development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

Project Narrative

3. The City will need to comment on the parking providing being less than required.
   Applicant Response: this was discussed and approved with City Staff
   New Comment: Per discussion with Tom Reetz, Staff is aware of the request for less parking than code required, however the Applicant needs to provide justification.

Stormwater Report

8. ICPR post development input data. The stage volume input data for the Dry Retention node does not match the back up data provided.
   New Comment: ICPR data still does not match the stage storage table in the report for Dry detention. Spot checking storage at elevation 18 and 19.5, the combined vertical and linear storage from the report table is 1.16 and 2.21 respectively. The storage in ICPR is 0.76 and 3.32 respectively.
9. ICPR post development input data. The stage volume input data for the Site node at elevation 19.5 does not match the back up data provided.
10. **New Comment: ICPR data still does not match the stage storage table in the report for Site node. Spot checking storage at elevation 19 and 19.5, the combined pavement**

Kimley»Horn

Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
From: Tricia Richter, PLA, ASLA
Date: December 31, 2019
Subject: Stuart Springtree

We have reviewed the additional application materials for the referenced site, provided under a cover letter dated November 27, 2019, and compared it to the requirements in Sections 5.05 Trees and 6.04 Landscaping. The following is a summary of our findings.

Overall:

- Provide proposed sod species and callouts.

LP-2 Landscape Plan

- Required tree credit calculation is incorrect. As per section 6.004.02.A.2, "palm trees may be substituted for any number of the remaining trees provided that two palm trees shall be counted as one tree." Only for mitigation of removed trees can select palm species be used at a 1:1 ratio. Please revise calculations and provide additional trees to meet the requirements.

LP-5 Landscape Specifications

- Per code 5.05.02.A.e, for every one foot of clear trunk of palm tree exceeding minimum palm tree size per section 6.04.02.A.2, credit will be given for 1" of replacement. Per code 5.05.02.A.1.g, credits towards tree replacements shall be provided only if all required trees are planted at a minimum DBH of 4.5" and all required palms are planted at minimum 14' clear trunk. Palm calculations are incorrect, please revise.
    - For each palm that does not count towards a required site tree, 4.5" plus an additional 1" for every one foot of clear trunk above the 14' clear trunk minimum may be counted towards mitigation.
        - For example, a Royal Palm specified at 18' clear trunk shall count as 4.5" each as they are being planted in addition to the minimum site tree requirements, plus an additional 4" each, totaling 8.5" per palm. The total credit shall be revised to 68 inches.

Kimley»Horn

Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
From: Tom Fucigna, Environmental Scientist
Date: December 9, 2019
Subject: Springtree Major Land Use Amendment and RPUD Rezoning
Second Review Comments

We have reviewed the additional application materials for the referenced site, provided under a cover letter dated November 27, 2019, and compared it to the requirements in Chapter V. Resource Protection Related to Development Standards. The following is a summary of our findings.

Section 5.02.00 **Environmental Assessment Report** – Complete.
The Applicant has provided documentation that requests for information were submitted to the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (USFWS) Note: It is understood that the agencies may not respond to such request depending upon work load.

Section 5.03.00 **Wetlands** – Completed previously.

Section 5.04.00 **Environmentally Sensitive Lands** – Completed previously.

Section 5.05.00 **Tree location map and tree survey** - Completed previously.

Section 5.06.00 **Mangrove and Shoreline Protection** – Not applicable. Completed previously.

Section 5.07.00 **Floodplains and Flood Damage Prevention** – Completed previously.

Section 5.08.01 **Martin County Wellfield Protection Ordinance** – Complete.
Specific information regarding compliance with Martin County Wellfield Protection was not provided, but the applicant has stated, on Page 11, Item 7 of their November 27, 2019 response letter that wellfield protection compliance "will be analyzed and provided at the time of site permit."

Section 5.09.00 **Historic Preservation** – Completed previously.

and Open Space storage from the report table is 7.318 and 10.953 respectively. The storage in ICPR is 7.26 and 10.76 respectively.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Nicholas J. Mora, P.E.
Kimley-Horn and Associates, Inc.

Alexander R. Memering, E.I.T.
Kimley-Horn and Associates, Inc.

Date: December 18, 2019

Re: **Springtree – City of Stuart, Florida**
2nd Review of Traffic Impact Analysis

Kimley-Horn has reviewed the Traffic Impact Analysis (dated September 2019) prepared by MacKenzie Engineering & Planning, Inc. related to the above-mentioned project. Please find below one additional review comment pertaining to the development's impacts to adjacent transportation facilities.

1. Please revise the HCS analysis for the intersection of US 1 & Gran Park Way as the volumes appear to be incorrect.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

VIA HAND DELIVERED

January 7, 2020

Tom Reetz
Senior Planner
City of Stuart Planning Department
49 Flagler Avenue
Stuart, Florida

Re: Stuart Springtree -RPUD Rezoning 2nd Resubmittal - Response Letter

Our Ref #: 19029

Dear Tom,

Below, please see responses to all comments received from staff / Kimley Horn on 1-2-20. Please let me know if you have any questions or would like to discuss in more detail. Thank you.

Overall Landscape:

1. Provide proposed sod species and callouts.
   Response: As per discussion with staff, this shall be provided at the time of Site Permit. See General Note #18 added to sheet LP-5. Note states "Sod species, quantities and callouts shall be provided on final landscape construction plans at the time of site permit."

LP-2 Landscape Plan:

1. Required tree credit calculation is incorrect. As per section 6.004.02.A.2, "palm trees may be substituted for any number of the remaining trees provided that two palm trees shall be counted as one tree." Only for mitigation of removed trees can select palm species be used at a 1:1 ratio. Please revise calculations and provide additional trees to meet the requirements.
   Response: Agree. There was a total of 4 single palms (3 Bismarck's and 1 royal) I was counting as 1:1 which totaled 4 tree credits. These 4 palms have been revised to count as 2:1 (as per comment above) for a total of 2 tree credits. Two additional double trunk specimen palms which count as 1:1 have been added to the landscape plan to make up for the tree credit deficient.

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

LP-5 Landscape Specifications:

1. Per code 5.05.02.A.e, for every one foot of clear trunk of palm tree exceeding minimum palm tree size per section 6.04.02.A.2, credit will be given for 1" of replacement. Per code 5.05.02.A.1.g, credits towards tree replacements shall be provided only if all required trees are planted at a minimum DBH of 4.5" and all required palms are planted at minimum 14' clear trunk. Palm calculations are incorrect, please revise.
    - For each palm that does not count towards a required site tree, 4.5" plus an additional 1" for every one foot of clear trunk above the 14' clear trunk minimum may be counted towards mitigation.
        - For example, a Royal Palm specified at 18' clear trunk shall count as 4.5" each as they are being planted in addition to the minimum site tree requirements, plus an additional 4" each, totaling 8.5" per palm. The total credit shall be revised to 68 inches.

Response: Agree. Total credit received per additional palm provided for mitigation has been revised based our the formula above for inch credit. Please see updated landscape / Mitigation data on sheet LP-2.

Project Narrative (Engineering Comments):

1. The City will need to comment on the parking providing being less than required.

   Applicant Response: this was discussed and approved with City Staff

   New Comment: Per discussion with Tom Reetz, Staff is aware of the request for less parking than code required, however the Applicant needs to provide justification.

   Response: Agree. Please see separate submitted document " Unit increase and Parking analysis"

Stormwater Report (Engineering Comments):

1. ICPR post development input data. The stage volume input data for the Dry Retention node does not match the back up data provided.

   New Comment: ICPR data still does not match the stage storage table in the report for Dry detention. Spot checking storage at elevation 18 and 19.5, the combined vertical and linear storage from the report table is 1.16 and 2.21 respectively. The storage in ICPR is 0.76 and 3.32 respectively.

   Response: The ICPR report has been updated to match the stage storage tables. Refer to attached report.

2. ICPR post development input data. The stage volume input data for the Site node at elevation 19.5 does not match the back up data provided.

   New Comment: ICPR data still does not match the stage storage table in the report for Site node. Spot checking storage at elevation 19 and 19.5, the combined pavement and Open Space storage from the report table is 7.318 and 10.953 respectively. The storage in ICPR is 7.26 and 10.76 respectively.

   Response: The ICPR report has been updated to match the stage storage tables. Refer to attached report.

Traffic Comments

1. Please revise the HCS analysis for the intersection of US 1 & Gran Park Way as the volumes appear to be incorrect.
   Response: The Gran Park Way intersection analysis is revised. The northbound and southbound traffic includes the left-turn and right-turn movements. Therefore, the left-turn and right-turn movements at the intersection were subtracted from the through movements. There are no significant changes as a result of the revision.

Environmental Comments:

Section 5.02.00 **Environmental Assessment Report** – Complete.
The Applicant has provided documentation that requests for information were submitted to the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (USFWS) Note: It is understood that the agencies may not respond to such request depending upon work load.

Section 5.03.00 **Wetlands** – Completed previously.

Section 5.04.00 **Environmentally Sensitive Lands** – Completed previously.

Section 5.05.00 **Tree location map and tree survey** - Completed previously.

Section 5.06.00 **Mangrove and Shoreline Protection** – Not applicable. Completed previously.

Section 5.07.00 **Floodplains and Flood Damage Prevention** – Completed previously.

Section 5.08.01 **Martin County Wellfield Protection Ordinance** – Complete.
Specific information regarding compliance with Martin County Wellfield Protection was not provided, but the applicant has stated, on Page 11, Item 7 of their November 27, 2019 response

letter that wellfield protection compliance "will be analyzed and provided at the time of site permit."

Section 5.09.00 **Historic Preservation** – Completed previously.

Response: Acknowledged. Items Completed with no additional comments.

Sincerely,

Michael Houston ASLA
President, HJA Design Studio, LLC



c.c. Jim Lott
Howard Ehrsam
Todd Troxell

Waypoint - Springtree Stormwater Report

Date: January 6, 2020

Prepared by:

Octavio 'Oats' Reis, P.E.
Florida License # 65661

Bowman Consulting Group

301 SE Ocean Blvd.
Suite 301
Stuart, FL 34994
772-283-1413

Introduction

Waypoint Residential has a contract to purchase a 13.59 acre parcel on the NW corner of US 1 and Springtree Place, in the City of Stuart, FL. The developer is proposing to build multi-family apartments consisting of 7 buildings with 270 units, associated parking and a clubhouse. This due diligence report covers preliminary calculations regarding the proposed stormwater management system for the site.

Two areas of the site have been excluded from the stormwater calculations of this report: A 1.19-acre portion of the site has been previously developed as a roadway access (Springtree Place) to an adjacent residential community to the west. Drainage for the roadway is directed to the stormwater system of the adjacent community, with an outfall to the West to the South Fork of the St. Lucie River. Furthermore, 1.60 acres will be preserved in its natural state, and will not contribute additional stormwater runoff to the site. The total development site covered under this report is 10.8 acres.

The mainly wooded, undeveloped site is relatively flat, with only about 2-3 feet variation throughout. The elevations vary from elevation 15' NAVD to 18' NAVD. The NRCS Soil Survey of the site indicates that most of the site to constitute of a Waveland-Immokalee soil, common in the area. This soil profile consists mainly of sandy soils, however the soils drain poorly due to a horizontal hardpan layer located only a few feet below the soil surface. The wet season water table is normally encountered within a couple of feet of the natural surface. Preliminary 6' deep hand augers by a geotechnical engineering firm encountered the hardpan at all locations. Three exfiltration conductivity tests confirmed the low infiltration of these soils. The hardpan must be excavated and removed from beneath the lake and retention areas. Subsequent deeper borings (30') indicated the presence of fine sands below the hardpan.

The site abuts a canal maintained by Martin County, which through a series of ditches and culverts discharges through two separate outfalls to the Manatee Pocket towards the East, with ultimate connection to the St. Lucie River near the inlet. The St. Lucie River is an impaired water body, triggering additional water quality treatment criteria. This conveyance system is known as the East Hanson Grant Drainage Basin and has been improved over the years as the area has been developed. It is the subject of a County drainage study done in 1986 and subsequent additional ERP permits for sites abutting the conveyance system. The conveyance system runs through FDOT right of way and FEC Railway property.

The undeveloped site currently drains into this canal via a 15" culvert connection. It is beyond the scope of this preliminary report, however a meeting with County engineers and further review of this conveyance system will be required to understand the operation and capacity of this system to accept drainage from our site. A pre-development TR-55 analysis indicates a high runoff rate of around 2 cfs per acre, however our experience is that the permitted discharge from the site would be limited to 1.0 cfs per acre due to conveyance issues.

The adjacent property to the west has a lake and a SFWMD permit for the site. Information from the permit and the construction plans indicate that the wet season water table for that site was established at elevation 14.9' NAVD. Due to the proximity of this site, and corroborated with the initial geotech explorations, we have assumed a conservative wet season water table on our site to be at elevation 15.0' NAVD. During a recent site visit, the adjacent canal to the north had water at an elevation of 12.0' NAVD,

but the site will experience higher water table elevations due to the hardpan and low percolating soils found on site.

The proposed stormwater system will consist of two dry retention areas totaling 0.70 acres and a 0.82-acre lake. The weir for the lake will be a 4' wide concrete sharp-crested weir set within a manhole. The weir will be set 12" above the water table, at elevation 16.0' NAVD, providing wet retention for better nutrient treatment. Runoff from the building rooftops, pavement and landscape areas will be directed via the underground drainage pipe network to the two retention areas for pre-treatment. The retention areas will then overflow into the lake, which will be connected to the canal to the north via a control structure and 15" culvert. Due to the low exfiltration conductivity and high water table, this site is not conducive to the use of exfiltration trenches or underground vaults.

Design Criteria

Water Quality

The City of Stuart and South Florida Water Management District Criteria for Water Quality is given as:

The larger of

- 2.5" x Imperviousness (Imperviousness as defined by the SFWMD)
- 1" over the entire site

In addition, since we are discharging to an impaired water body, the following also apply:

- 50% Additional Treatment for Discharges to St Lucie River (Impaired Water Body)
- Nutrient analysis to be performed to indicate no net increase in Phosphorus and Nitrogen discharges from the site. In practice, SFWMD interprets this policy to require that the stormwater system must remove sufficient nutrients to match the pre-development rate up to a removal level of 90% of the phosphorus and nitrogen load generated by the developed site.

Stormwater Runoff Attenuation

The site has a positive outfall and therefore the allowable peak discharge rate will be determined by the existing discharge rate from the site in its undeveloped state. Though the soils are poorly draining and a large runoff rate from the site could be expected, a berm between the site and the canal restricts the discharge to 5-10 cfs (0.5-1.0 cfs per acre) through the existing 15" culvert.

The following accumulated rainfall is from the South Florida Water Management District's Data for estimation of runoff from rainfall information.

10 year 1 day Rainfall	7.0 inches	Minimum Pavement EL
25 year 3 day Rainfall	12.0 inches	Minimum Berm EL
100 year 3 day Rainfall	14.5 inches	Minimum Finished Floor

Basin Hydrology

Site	Areas (acres)	TC (mins)	CN
Southern Road Basin	1.19		
Preserve	1.60		
Project Site	10.80		
Total Property	**13.59**		
Proposed Project Site Breakdown:			
Buildings and Pool	2.01	10	98
Pavement / sidewalk	4.91	10	98
Lake (Edge of Water)	0.62	10	98
Total Impervious (70%)	**7.54**		
Dry Retention Areas	0.70	10	77
Lake Bank Above Edge of Water	0.21		
Open / Landscape	2.35	30	77
Total Pervious (30%)	**3.26**		
Project Site Total (100%)	**10.80**		

Wet Season Ground Water Elevation: estimated to be 15.0 feet NAVD.

Results

Water Quality

Water Quality Required per SFWMD and City of Stuart criteria (See appendix for detailed calculations):

1" /12 x 10.8 acres = 0.9 acre-ft x 150% = 1.35 acre-ft

2.5" x Imperviousness = 1.28 acre-ft x 150% = 1.91 acre-ft – Controlling

Water Quality Provided:

Dry Retention at El 17.5' NAVD =	0.83 ac-ft / 50% =	1.65 ac-ft
Wet Retention at El 16.0' NAVD =	0.65 ac-ft / 100% =	0.65 ac-ft
Total Provided	1.48 ac-ft	2.30 ac-ft

Note: For Nutrient Calculations, the retention volume = 1.48 ac-ft, or 1.80"

Nutrient Analysis

According to the BMP-Trains model, the following table describes the pre (existing) and post (developed) nutrient loads. Please note that nutrient reductions assume that a littoral zone is created within the lake.

Condition	Annual Runoff (ac-ft)	Nitrogen (N) Kg/yr	Phosphorus (P) Kg/yr
Existing load generated / discharged	6.9	9.8	0.23
Developed load generated	28.7	82.3	18.43
Developed load discharged		9.8	1.08
% Removal by Stormwater System		88%	94%
Taget Removal		88%	90%

The nutrient removal requirement is met.

ICPR Model Results (Peak Discharge / Maximum Stage):

Maximum Outfall Discharge Flow Rate (cfs):

	25-yr	100-yr
Name	3-day	3-day 0 discharge
Outfall	5.3	0

Maximum discharge rate during the 25 yr-3day event is approximately 0.5 cfs / acre

Basin Maximum Stage (NAVD):

	10-yr	25-yr	100-yr
Name	1-day	3-day	3-day 0 discharge
Lake	17.6	18.2	19.0

Minimum Elevations	Road	Berm	FFE
(NAVD)	17.8	18.5	19.5

Recovery calculations of the lake and retention area indicate that the stormwater system recovers within 12 days as required by SFWMD.

Conclusion

The existing stormwater management system has sufficient capacity to provide water quality treatment and stormwater attenuation for the proposed improvements.

Site Data

Springtree

Area Calculations

Springtree

Post Development

Description	Square Feet	Acres
Impervious		
Building (Total Footprint)	87749	2.01
Pavement/Conc	214043	4.91
Pond 2 EOW	26846	0.62
Total Impervious	328,638	7.54
Pervious		
Retention Areas	30,569	0.70
Lake Bank	8,775	0.20
Open Space	102,716	2.36
Total Pervious	142,060	**3.26**
Total	**470,698**	**10.80**
Percent Impervious		70%
Percent Pervious		30%

Stage storage

Springtree

Stage / Storage Computations

Post-Development

	Pavement Linear	Open Linear	Dry Retention Bottom	Dry Retention Bank	Lake Bottom	Lake Bank	
Area (ac)	4.91	2.36	0.46	0.24	0.62	0.20	
	L	L	V	L	V	L	
Starting Elev (ft)	17.50	18.00	16.00	16.00	15.00	15.00	
Ending Elev (ft)	18.00	19.00	21.00	18.00	21.00	18.00	
Stage NAVD	Linear Storage ac-ft	Linear Storage ac-ft	Vertical Storage ac-ft	Linear Storage ac-ft	Vertical Storage ac-ft	Linear Storage ac-ft	Total Storage ac-ft
13.50	0.000	0.000	0.000	0.000	0.000	0.000	0.000
14.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000
14.50	0.000	0.000	0.000	0.000	0.000	0.000	0.000
15.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000
15.50	0.000	0.000	0.000	0.000	0.310	0.008	0.318
16.00	0.000	0.000	0.000	0.000	0.620	0.033	0.653
16.50	0.000	0.000	0.230	0.015	0.930	0.075	1.250
17.00	0.000	0.000	0.460	0.060	1.240	0.133	1.893
17.50	0.000	0.000	0.690	0.135	1.550	0.208	2.583
18.00	1.228	0.000	0.920	0.240	1.860	0.300	4.548
18.50	3.683	0.295	1.150	0.360	2.170	0.400	8.058
19.00	6.138	1.180	1.380	0.480	2.480	0.500	12.158
19.50	8.593	2.360	1.610	0.600	2.790	0.600	16.553
20.00	11.048	3.540	1.840	0.720	3.100	0.700	20.948
20.50	13.503	4.720	2.070	0.840	3.410	0.800	25.343
21.00	15.958	5.900	2.300	0.960	3.720	0.900	29.738

Curve Number

Springtree

Curve Number and Time of Concentration

Name	Total Area	Pervious Area	Pervious CN	Impervious Area	Impervious Cn	Weighted CN
Site	10.80	3.26	77	7.54	98	91.7
Total	**10.80**					

Name	Total Area	Pervious Area	Pervious CN	Impervious Area	Impervious Cn	Weighted CN
Lake	0.82	0.20	77	0.62	98	92.9
Total	**0.82**					

Name	Total Area	Pervious Area	Pervious CN	Impervious Area	Impervious Cn	Weighted CN
Dry Retention Area	0.70	0.70	77	0.00	98	77.0
Total	**0.70**					

Water quality required

Springtree

Water Quality Requirements

Post Development

a) Per SFWMD and City of Stuart, water quality volume shall provide for the greater of:

Criteria 1: 1 inch of runoff x total drainage area

Calculated Runoff Volume => (1.0/12) * (10.80) = **0.90** ac-ft

Criteria 2: 2.5 inches times imperviousness

Site area, for water quality pervious/impervious calculation only
Total Project - (Roof + Lake) = site area for water quality

= 10.80 - (2.01 + 0.62) = **8.17** ac

Impervious area for water quality pervious/impervious calculations
(Site area for water quality pervious/impervious) - pervious =
= 8.17 - 3.26 = **4.91** ac

Percentage of impervious area for water quality
(Imp. Area for WQ / Site area for WQ) * 100%
= (4.91 / 8.17) * 100% = **60.10%**

For 2.5 in times the percentage impervious
2.5 * 0.6010 = **1.50** in

Calculated Runoff Volume:
Inches to be Treated x (Total Site - Lake - Roof)
= 1.50 * (10.80 - 0.62) * (1/12) **1.27** ac-ft

Controlling SFWMD Required Water Quality Volume	**1.27 ac-ft**
x150% for Discharge into Impaired Water Body	**1.91 ac-ft**

Water Quality Provided

Springtree

Water Quality Treatment Provided

	Dry Ret Bottom	Dry Ret Bank	Lake Bottom	Lake Bank	
Area (ac)	0.46	0.24	0.62	0.20	
	V	L	V	L	
Starting Elev (ft)	16.00	16.00	15.00	15.00	
Ending Elev (ft)	21.00	18.00	21.00	18.00	
Stage NAVD	Vertical Storage ac-ft	Linear Storage ac-ft	Vertical Storage ac-ft	Linear Storage ac-ft	Total Storage ac-ft
15.00	0.000	0.000	0.000	0.000	0.000
15.50	0.000	0.000	0.310	0.008	0.318
16.00	0.000	0.000	0.620	0.033	0.653
16.50	0.230	0.015	0.930	0.075	1.250
17.00	0.460	0.060	1.240	0.133	1.893
17.50	0.690	0.135	1.550	0.208	2.583
18.00	0.920	0.240	1.860	0.300	3.320
18.50	1.150	0.360	2.170	0.400	4.080
19.00	1.380	0.480	2.480	0.500	4.840
19.50	1.610	0.600	2.790	0.600	5.600
20.00	1.840	0.720	3.100	0.700	6.360
20.50	2.070	0.840	3.410	0.800	7.120

Onsite WQ Required 1.91 Ac-ft

	Ac-Ft	Credit	Ac-Ft	
WQ Provided (Dry Retention) / 50%	0.83	50%	1.65	Provided at elev 17.5
WQ Provided Wet Retention (Lake)	0.65	100%	0.65	Provided at elev 16.0
	1.48		2.30	

Finished Floor Elevation

Springtree

Runoff (Zero Discharge) Calculations

Post Development

Soil Storage

Average Depth to Water Table = 2.50 feet
Using Depressional Compacted (SFWMD Permit Manual):

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage - Compacted (in)
1.0	0.6	0.6	0.45
1.5	1.6	1.6	1.02
2.0	2.5	2.5	1.58
2.5	4.6	4.0	2.44
3.0	6.6	5.4	3.30
3.5	8.8	7.2	4.20
4.0	10.9	9.0	5.10

Developed Pervious Area = 3.26 acres
Soil Storage = 2.44 inches
Soil Moisture Storage (S) = 0.74 inches

Total Developed Area = 10.80 acres
= (3.26/10.80)*2.44

For the 100 year - 3 day storm event, with zero discharge:

P = = 14.50 inches

$$Vol = \frac{(14.5 - (0.2 \times 0.74))^2}{(14.5 + (0.8 \times 0.74))} \text{ in}^2 \times \frac{10.80 \text{ acres}}{1} \times \frac{1 \text{ foot}}{12 \text{ inches}}$$

= 12.29 ac-ft

From Total Stage - Storage Table, elevation = 19.01 ft, NAVD

Interpolation Table

Storage	Stage
12.16	19.00
12.29	**19.01**
16.55	19.50

Nutrient Analysis

Complete Report (not including cost) Ver 2.1.0

Project: Springtree
Date: 11/25/2019 5:18:55 PM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Site
Rainfall Zone	Florida Zone 5
Annual Mean Rainfall	57.00

Pre-Condition Landuse Information

Landuse	Undeveloped - Scrubby Flatwoods: TN=1.155 TP=0.027
Area (acres)	10.80
Rational Coefficient (0-1)	0.13
Non DCIA Curve Number	77.00
DCIA Percent (0-100)	0.00
Nitrogen EMC (mg/l)	1.155
Phosphorus EMC (mg/l)	0.027
Runoff Volume (ac-ft/yr)	6.915
Nitrogen Loading (kg/yr)	9.848
Phosphorus Loading (kg/yr)	0.230

Post-Condition Landuse Information

Landuse	Multi-Family: TN=2.320 TP=0.520
Area (acres)	10.80
Rational Coefficient (0-1)	0.61
Non DCIA Curve Number	77.00
DCIA Percent (0-100)	70.00
Wet Pond Area (ac)	0.82
Nitrogen EMC (mg/l)	2.320
Phosphorus EMC (mg/l)	0.520
Runoff Volume (ac-ft/yr)	28.746
Nitrogen Loading (kg/yr)	82.231
Phosphorus Loading (kg/yr)	18.431

Catchment Number: 1 Name: Site

Project: Springtree
Date: 11/25/2019

Multiple BMP in Series Design Parameters

BMP in Series Number: 1
BMP Type: Retention

Retention Depth (in)	1.800
Retention Volume (ac-ft)	1.497

BMP in Series Number: 2
BMP Type: Wet Detention

Permanent Pool Volume (ac-ft)	5.500
Permanent Pool Volume (ac-ft) for 31 days residence	2.441
Annual Residence Time (days)	70
Littoral Zone Efficiency Credit	10
Wetland Efficiency Credit	

BMP in Series Number: 3
BMP Type: None

BMP in Series Number: 4
BMP Type: None

Watershed Characteristics

Catchment Area (acres)	10.80
Contributing Area (acres)	9.980
Non-DCIA Curve Number	77.00
DCIA Percent	70.00
Rainfall Zone	Florida Zone 5
Rainfall (in)	57.00

Surface Water Discharge

Required TN Treatment Efficiency (%)	88
Provided TN Treatment Efficiency (%)	88
Required TP Treatment Efficiency (%)	99
Provided TP Treatment Efficiency (%)	94

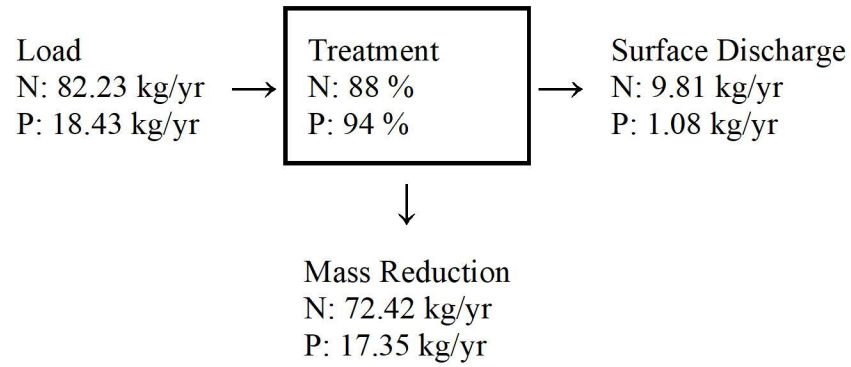
Media Mix Information

Type of Media Mix	Not Specified
Media N Reduction (%)	
Media P Reduction (%)	

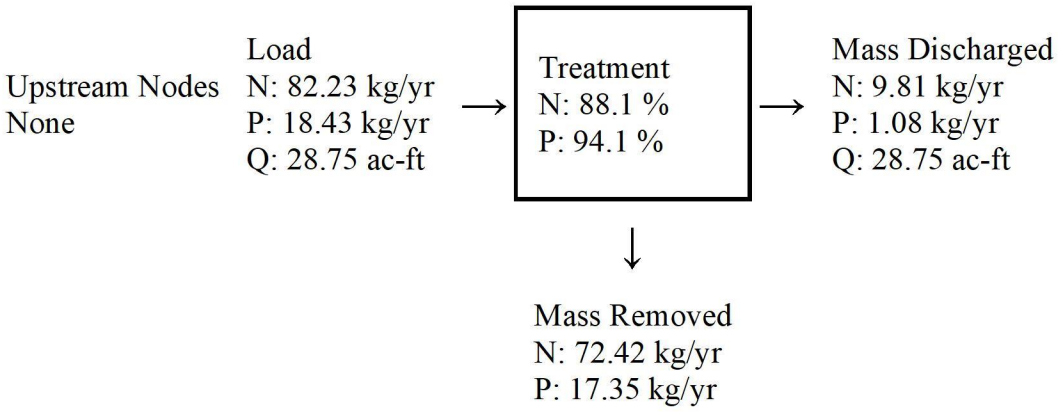
Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr)	0.000
TN Mass Load (kg/yr)	69.080
TN Concentration (mg/L)	0.000
TP Mass Load (kg/yr)	15.484
TP Concentration (mg/L)	0.000

Load for Multiple BMP in Series



Load Diagram for Multiple BMP (As Used In Routing)



Summary Treatment Report Version: 2.1.0

Project: Springtree

Analysis Type: Net Improvement

Date:11/25/2019

BMP Types:

Catchment 1 - Multiple BMP

Routing Summary
Catchment 1 Routed to Outlet

Total nitrogen target removal met? YES
Total phosphorus target removal met? NO

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	9.85 kg/yr	
Total N post load	82.23 kg/yr	
Target N load reduction	88 %	
Target N discharge load	9.85 kg/yr	
Percent N load reduction	88 %	
Provided N discharge load	9.81 kg/yr	21.63 lb/yr
Provided N load removed	72.42 kg/yr	159.69 lb/yr

Phosphorus

Surface Water Discharge

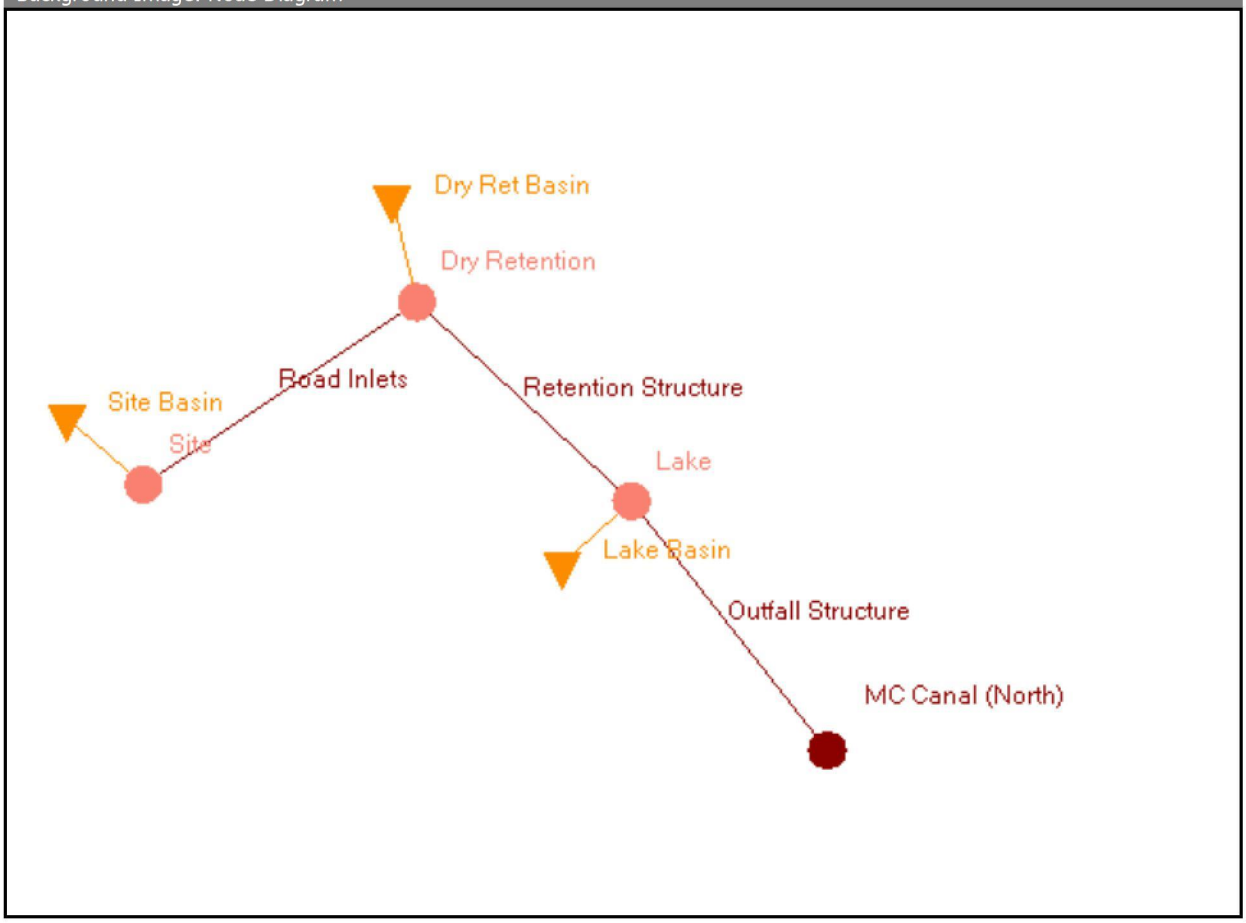
Total P pre load	.23 kg/yr	
Total P post load	18.431 kg/yr	
Target P load reduction	99 %	
Target P discharge load	.23 kg/yr	
Percent P load reduction	94 %	
Provided P discharge load	1.084 kg/yr	2.39 lb/yr
Provided P load removed	17.347 kg/yr	38.25 lb/yr

From Pre-Condition Loads

Existing N Discharge	9.85 (kg/yr)
Existing P Discharge	.23 (kg/yr)

ICPR Model

Background Image: Node Diagram



Scenario	Sim	Node Name	Maximum Stage [ft]
Scenario 2	10Y-1D	Dry Retention	17.82
Scenario 2	10Y-1D	Lake	17.59
Scenario 2	10Y-1D	MC Canal (North)	16.20
Scenario 2	10Y-1D	Site	18.07
Scenario 2	25Y-3D	Dry Retention	18.19
Scenario 2	25Y-3D	Lake	18.17
Scenario 2	25Y-3D	MC Canal (North)	17.00
Scenario 2	25Y-3D	Site	18.25

Sim	Link Name	Maximum Flow Rate [cfs]
25Y-3D	Outfall Structure	5.30
25Y-3D	Retention Structure	11.12
25Y-3D	Road Inlets	11.32

Simple Basin: Dry Ret Basin

Scenario:	Scenario 2
Node:	Dry Retention
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.7000 ac
Curve Number:	77.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Lake Basin

Scenario:	Scenario 2
Node:	Lake
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.8200 ac
Curve Number:	93.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Site Basin

Scenario:	Scenario 2
Node:	Site
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs

Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	9.2800 ac
Curve Number:	92.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Dry Retention

Scenario:	Scenario 2
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	16.00 ft
Warning Stage:	18.50 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
16.00	0.00	0
16.50	0.25	10672
17.00	0.52	22651
17.50	0.83	35937
18.00	1.16	50530
18.50	1.51	65776
19.00	1.86	81022
19.50	2.21	96268

Comment:

Node: Lake

Scenario:	Scenario 2
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	15.00 ft
Warning Stage:	18.50 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
15.00	0.00	0
15.50	0.32	13939
16.00	0.65	28314
16.50	1.00	43560
17.00	1.37	59677
17.50	1.76	76666

Stage [ft]	Volume [ac-ft]	Volume [ft3]
18.00	2.16	94090
18.50	2.57	111949
19.00	2.98	129809
19.50	3.39	147668

Comment:

Node: MC Canal (North)

Scenario: Scenario 2
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 15.00 ft
Warning Stage: 17.50 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	12.00
0	0	0	12.0000	15.00
0	0	0	72.0000	17.00
0	0	0	96.0000	17.00
0	0	0	120.0000	15.00
0	0	0	160.0000	15.00
0	0	0	288.0000	12.00

Comment:

Node: Site

Scenario: Scenario 2
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 17.50 ft
Warning Stage: 19.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
17.50	0.00	0
18.00	1.23	53492
18.50	3.98	173282
19.00	7.32	318772
19.50	10.95	477113

External Hydrograph

Comment:

Drop Structure Link: Outfall Structure		Upstream Pipe		Downstream Pipe	
Scenario:	Scenario 2	Invert:	15.00 ft	Invert:	14.50 ft
From Node:	Lake	Manning's N:	0.0130	Manning's N:	0.0130
To Node:	MC Canal (North)	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	1.25 ft	Max Depth:	1.25 ft
Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	10	Op Table:		Op Table:	
Pipe Count:	1	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000
Length:	325.00 ft	Top Clip			
FHWA Code:	0	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	0.00	Op Table:		Op Table:	
Exit Loss Coef:	0.00	Ref Node:		Ref Node:	
Bend Loss Coef:	0.00	Manning's N:	0.0000	Manning's N:	0.0000
Bend Location:	0.00 ft				
Energy Switch:	Energy				

Pipe Comment:

Weir Component		Bottom Clip	
Weir:	1	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Sharp Crested Vertical	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	16.00 ft	Ref Node:	
Control Elevation:	16.00 ft	Discharge Coefficients	
Max Depth:	3.25 ft	Weir Default:	3.200
Max Width:	4.00 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Drop Structure Comment:

Drop Structure Link: Retention Structure		Upstream Pipe		Downstream Pipe	
Scenario:	Scenario 2	Invert:	12.00 ft	Invert:	12.00 ft
From Node:	Dry Retention	Manning's N:	0.0110	Manning's N:	0.0110
To Node:	Lake	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	3.00 ft	Max Depth:	3.00 ft
Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	0	Op Table:		Op Table:	
Pipe Count:	2	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000

Length:	500.00 ft
FHWA Code:	0
Entr Loss Coef:	0.00
Exit Loss Coef:	0.00
Bend Loss Coef:	0.00
Bend Location:	0.00 ft
Energy Switch:	Energy

Top Clip			
Default:	0.00 ft	Default:	0.00 ft
Op Table:		Op Table:	
Ref Node:		Ref Node:	
Manning's N:	0.0000	Manning's N:	0.0000

Pipe Comment:

Weir Component	
Weir:	1
Weir Count:	2
Weir Flow Direction:	Both
Damping:	0.0000 ft
Weir Type:	Horizontal
Geometry Type:	Rectangular
Invert:	17.50 ft
Control Elevation:	17.50 ft
Max Depth:	2.00 ft
Max Width:	3.00 ft
Fillet:	0.00 ft

Bottom Clip	
Default:	0.00 ft
Op Table:	
Ref Node:	

Top Clip	
Default:	0.00 ft
Op Table:	
Ref Node:	

Discharge Coefficients	
Weir Default:	3.200
Weir Table:	
Orifice Default:	0.600
Orifice Table:	

Weir Comment:

Drop Structure Comment:

Drop Structure Link: Road Inlets	
Scenario:	Scenario 2
From Node:	Site
To Node:	Dry Retention
Link Count:	1
Flow Direction:	Both
Solution:	Combine
Increments:	0
Pipe Count:	4
Damping:	0.0000 ft
Length:	500.00 ft
FHWA Code:	0
Entr Loss Coef:	0.00
Exit Loss Coef:	0.00
Bend Loss Coef:	0.00
Bend Location:	0.00 ft
Energy Switch:	Energy

Upstream Pipe		Downstream Pipe	
Invert:	16.00 ft	Invert:	16.00 ft
Manning's N:	0.0110	Manning's N:	0.0110
Geometry: Circular		Geometry: Circular	
Max Depth:	1.50 ft	Max Depth:	1.50 ft
Bottom Clip			
Default:	0.00 ft	Default:	0.00 ft
Op Table:		Op Table:	
Ref Node:		Ref Node:	
Manning's N:	0.0000	Manning's N:	0.0000
Top Clip			
Default:	0.00 ft	Default:	0.00 ft
Op Table:		Op Table:	
Ref Node:		Ref Node:	
Manning's N:	0.0000	Manning's N:	0.0000

Pipe Comment:

Weir Component

Weir:	1
Weir Count:	4
Weir Flow Direction:	Both
Damping:	0.0000 ft
Weir Type:	Horizontal
Geometry Type:	Rectangular
Invert:	17.50 ft
Control Elevation:	17.50 ft
Max Depth:	2.00 ft
Max Width:	3.00 ft
Fillet:	0.00 ft

Bottom Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Top Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Discharge Coefficients

Weir Default:	3.200
Weir Table:	
Orifice Default:	0.600
Orifice Table:	

Weir Comment:

Drop Structure Comment:

Simulation: 10Y-1D

Scenario:	Scenario 2
Run Date/Time:	1/6/2020 4:35:27 PM
Program Version:	ICPR4 4.05.01

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	48.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: Impervious
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft
Edge Length Option: Automatic
Dflt Damping (2D): 0.0050 ft
Min Node Srf Area (2D): 100 ft2
Energy Switch (2D): Energy

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False
Smp/Man Basin Rain Opt: Global
OF Region Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 7.00 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 25Y-3D

Scenario: Scenario 2
Run Date/Time: 1/6/2020 4:36:12 PM

Program Version: ICPR4 4.05.01

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	288.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: Impervious
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	72.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	12.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

From: **Kristin Campbell** krwcampbell@yahoo.com
Subject: Springtree Homes Property, Martin County
Date: November 22, 2019 at 12:05 PM
To: conservationplanningservices@myfwc.com
Cc: Christine.Raininger@myfwc.com Christine.Raininger@MyFWC.com



Hello,

City of Stuart, Martin County is requesting correspondence with FWS regarding the lack of listed species on this property. I've attached a letter requesting correspondence as well as our Environmental Assessment. Please let me know if you need any additional information.

Thanks,

Kristin Campbell
Phillip R. Jimrusti and Associates, Inc.
4085 S.W. Honey Terrace
Palm City, FL 34990

Phone: (954) 370-8870
Fax: (772) 781-3790
Cell: (561) 801-0838
Email: krwcampbell@yahoo.com



Spring Tree EA report.pdf



As Nature Intended

Phillip R. Jimrusti & Associates, Inc.
Ecological Engineers
Environmental Consultants

4085 S.W. Honey Terrace • Palm City, Florida 34990
Broward: 954-370-8870 • Fax: 772-781-3790

November 22, 2019

Christine Raininger
Land Use Planning Program
Office of Conservation Planning Services
Florida Fish and Wildlife Conservation Commission
8535 Northlake Blvd.
West Palm Beach, FL 33412

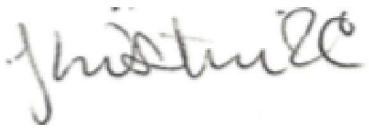
Re: Springtree Homes

We are assisting with the development of this property, which is comprised of three separate parcels with two different owners. The three parcels are 0.5739 acres, 7.257 acres, and 5.743 acres and total 13.5739 acres. The property is located west of US Highway 1, south of SE Harrison Street, Section 23, Township 38 South, Range 41 East, City of Stuart, Martin County, Florida.

We have visited the site several times over the past several years and conducted a formal Environmental Assessment on July 22, 2019 (attached). No rare, threatened, endangered or species of special concern have ever been observed on this property. The City of Stuart Planning Department is requesting correspondence from Florida Fish and Wildlife Conservation Commission and US Fish and Wildlife Services confirming that this property does not contain rare, threatened, endangered or species of special concern.

If necessary, please notify us of the time and date that you will visit the site and we will make arrangements to accompany you. If you have any questions, please do not hesitate to call.

Sincerely,



Kristin Campbell
Associate

APPLICATION FOR INTERVENOR STATUS

RECEIVED
FEB 12 2020
BY: MK

INFORMATION ABOUT THE PETITIONER	For Office Use Only
APPLICATION FEE: $400.00 (LDR) 11.03.06	

FILE NAME: Ordinance Number 2427-2020, Re. Application by Waypoint Residential Services, LLC, for Stuart Springtree RPUD Large Scale FLUM & Re-zoning (Quasi-Judicial)

FIRST NAME: Springtree Property Owners Association, Inc. **LAST NAME:** N/A

MAILING ADDRESS

STREET	CITY	STATE	ZIP
c/o Ross Earle Bonan & Ensor, P.A., 789 SW Federal HWY Suite 101	Stuart	FL	34994

CONTACT INFORMATION

WORK PHONE (772) 287-1745 **EMAIL** dbe@reblawpa.com; jee@reblawpa.com

CELL PHONE N/A

PETITIONER'S REPRESENTATIVE IF APPLICABLE

FIRM/ORGANIZATION NAME:
Ross Earle Bonan & Ensor, P.A.

FIRST NAME: David Earle, Esq., and Jacob Ensor, Esq. **LAST NAME:** N/A

MAILING ADDRESS

STREET	CITY	STATE	ZIP
789 SW Federal HWY, Suite 101	Stuart	FL	34994

CONTACT INFORMATION

WORK PHONE (772)287-1745 **EMAIL** dbe@reblawpa.com; jee@reblawpa.com

CELL PHONE

LIST OBJECTIONS TO BE INCLUDED IN AGENDA:

Please see attached outline.

Signature: David E. Ensor **Date:** 2-12-20

Attachment/ Outline to Application for Intervenor Status

Springtree Property Owners Association, Inc.

I. General Statement Regarding Proposed Ordinance 2427-2020 for Large Scale FLUM and Rezoning

The Springtree Property Owners Association, Inc., (the "Association") on behalf of its members, does not oppose the rezoning of the parcels in question from commercial to residential. However, the Association requests that the future development of the parcels conforms to the Land Development Code and is compatible with the current residential height and density. The Association's main concerns are the developer's failure to offer any traffic calming solutions, the lack of required parking, the inadequate size of the landscape "buffering" area between the Springtree community and the project, and the proposed project's height (four stories) and density.

II. Accommodation of Traffic Growth

A. Concerns Regarding Traffic Impact

1) Increase in Overall City Traffic by Project Completion Date, 2024

2) Traffic Impact Analysis based on 270 Units, not 280 Units
   - ° Although not analyzed as having a significant impact, an increase in traffic from eighty-five (85) residential homes to an additional two hundred and eighty (280) residential units (of which more than half are one-bedroom units or larger) will be significant.

3) Growth in Northbound Traffic in SE Federal Hwy
   - ° Concern regarding Increased Turning Movements and "U-Turn" Traffic

4) Developer offers no traffic calming solutions to deal with increased traffic, but simply regards them as negligible.

B. Measures to Counteract Growth of Traffic on Springtree Place

1) Turn-In Off of SE Federal Hwy

2) Widening of Access Point #1 - SE Springtree Place
   - ° Traffic Impact Analysis by MacKenzie Engineering & Planning, Inc., pg. 13, does not even allow for turn lanes from this point of access.

3) Widening of Access Point #2 - SE Harrison Street

° Traffic Impact Analysis by MacKenzie Engineering & Planning, Inc., pg. 13, does not even allow for turn lanes from this point of access.

° Impact on Coral Gardens residential neighborhood

° Coordination with Martin County regarding traffic/ impact on Harrison Street

C. Public Transportation and Foot Traffic

1) Need for Sidewalks near Children's Bus Stops

2) Proper Safety Measures

III. Increase in Parking Allotment to Address Maximum Number of Potential Residents and Projected Guests

A. City Code Requirements

B. 462 Parking Spaces, but 280 Units (560 Cars if 2 Vehicles Per Unit)

IV. Height of the Proposed Apartment Buildings

A. Requirements of the City of Stuart's Land Development Code

B. 4-Story Buildings – No comparable buildings in the area…

V. Expansion of Landscape Buffer Surrounding the Proposed Community

A. Current Landscape Buffer Supplied by Springtree Property Owners Association, Inc. is 300 feet, but new project proposes a barrier or only 50 feet.

VI. Housing Units Available to Families

A. The proposed units are as follows –
° Studio
° One Bedroom (more than 50%)
° Two Bedroom
° Three Bedroom

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD JANUARY 30, 2020 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, Ryan Strom, Bill Mathers, Li Roberts, Larry Massing
Absent: Christina de la Vega

ANNUAL BOARD REORGANIZATION
Motion: Appoint Ryan Strom as Chair.
Moved by: Larry Massing
Seconded by: Bill Mathers
Motion passed unanimously.

Motion: Appoint Li Roberts as Vice Chair.

Moved by: Larry Massing
Seconded by: Bill Mathers
Motion passed unanimously.

APPROVAL OF MINUTES:

Li Roberts asked about Mike Mortell's comment on page 6 of 185.

Kev Freeman stated that the zoning would allow you to attempt his statement.

Campbell Rich's name needs to be changed on last month's minutes.

Motion: Action: Approve.
Moved by: Campbell Rich
Seconded by: Bill Mathers
Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS: None.

ACTION ITEMS:

1. STUART SPRINGTREE RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC): AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED W EST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK W ITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS W ITHIN SEVEN (7) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT W ITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Tom Reetz, Senior Planner 5:34 PM

Terry McCarthy, Project Attorney
Michael Houston, HJA Design Studio
Jim Lott, Waypoint
Howard Ehrsam, Bowman Consulting

BOARD COMMENT:

Li Roberts asked if specific amenities were included in the project.

Jim Lott confirmed what is included in the plan and said he would provide a floor plan.

Li Roberts asked about garages the changes in the plans regarding the number of units.

Tom Reetz clarified why the numbers have changed over time.

Li Roberts asked if those changes affect parking and asked for clarification on the amount of spaces being allocated for parking.

Jim Lott explained what they initially submitted as a plan and why there are changes after speaking with commission.

Li Roberts asked about mail boxes.

Jim Lott said the mailboxes will be in a kiosk that was not included in this site plan. He said there will be parcel locker systems as well.

Li Roberts asked about bike racks.

Ryan Strom pointed out were the bike racks are on the site plan.

Li Roberts asked about grills.

Jim Lott said that the grills will be around the pool area.

Li Roberts asked about exterior trash cans.

Jim Lott said that they have valet trash and onsite maintenance, so there will not be trash cans on sidewalks but there will be some in the breezeways.

Li Roberts asked about playgrounds.

Jim Lott said that they do not typically put in playgrounds.

Li Roberts asked about continuing a sidewalk through the preserve area.

Jim Lott said potentially that is something they would consider doing, but they do not own that property.

Li Roberts asked about the homeless population living on the property.

Jim Lott said that he has been told there is, but during the permit process we would have an appropriate way to handle that.

Michael Houston said that he does not expect people to stay on site when construction begins.

Li Roberts asked about the ornamental fence on the property.

Jim Lott said that they are going to have a preserve on the east side of their boundary and on the west side of their property line it is all preserve area so there is no reason to have ornamental fence in the preserve.

Li Roberts said she would consider it coming in from the north end. She asked about trash service.

Jim Lott said that they have a service that comes door to door specific days of the week. He said that this third-party service will go to all floors and take it to the compactor.

Li Roberts asked about a bus stop and explained why it is important to have one designated.

Jim Lott described where the current bus stops.

Li Roberts said she does not know what signs will look like and she doesn't think they have enough parking. She asked about where the more expensive units would be located and why the parking garages do not seem to reflect correlating with the most expensive units. She asked how much rent is.

Jim Lott said each unit has a different price point and it would be $1300 - $1900 range based on floorplan and location.

Bill Mathers asked if the main thing they are counting on is traffic flow and if they have had any contact with Martin County about right-of-ways. He encouraged having people go north as an exit.

Michael Herbach asked about school bus parking and suggested to have it in the north east quadrant on Harrison. He asked about car charging stations.

Jim Lott said they are thinking about adding conduit for this in front of their clubhouse.

Campbell Rich asked about the actual cost of the project.

Jim Lott said right now their budget is between $50 and $51 million.

Campbell Rich asked about Jim Platt's company and the types of projects they do.

Jim Lott explained what they typically do for each project and how long they own them.

Campbell Rich asked how tall the building is going to be.

Ryan Strom confirmed that it would be 59 feet on the site plan.

Campbell Rich asked for a concurrency update.

Michael Houston said that US1 capacity is not an issue.

Larry Massing asked about the construction type.

Jim Lott said that it is fiber cement siding, asphalt shingles; it is stick built.

Ryan Strom agreed with Li's concerns about mailbox delivery and school bus stops.

Li Roberts made a motion.

Ryan Strom requested that Li Roberts amend two of her conditions.

Jim Lott explained why they have the parking garages where they do.

Li Roberts removed item eight from her motion.

Ryan Strom said that it goes back to the parking spaces.

Michael Houston said they are undergoing parking changes across the country and this analysis shows that we are over parking requirements.

Li Roberts asked about her parking calculation and why it is not meeting our standards.

Kev Freeman said there are two dimensions to this. He said national and worldwide analysis shows that the ratio per unit is less than what we have in the City of Stuart code. He said our goal is to work with the developer and explain their parking demand demonstrate their analysis. He said to remember that the city code is a blanket number. He explained that our analysis is conservative, with one bedroom units we should have 1.25 and two bedroom would be 1.75.

Campbell Rich asked if the parking garages are calculated in the parking calculation.

Michael Houston said that garages are not calculated in the parking calculation. He discussed the parking study that occurred on January 2nd.

Li Roberts said explained the ways around parking requirements.

Michael Houston explained why they used the calculation they did.

Larry Massing asked why they aren't counting the garages in the calculation.

Kev Freeman said that was the applicant's decision, but they would normally be calculated.

Li Roberts said that she will leave the parking calculation in the motion to meet 484.

Kev Freeman asked that the motion be amended to include a condition about construction activity.

Public comments began.

Ryan Strom asked for clarification of density transition differences in Martin County and the City of Stuart.

Kev Freeman said that density transition is not a component of City analysis, that is more of a County requirement.

PUBLIC COMMENT: 7:11 PM

1. David Earle (South Federal Highway) – Representing Springtree Property Owners Association. He complained that notice has not been sufficient. He explained that they are not for or against the project yet and explained some of his residents' concerns.
2. Maureen Wilt (SE Springtree) – Concerned about cars, traffic, bus stops, preserve buffers, height limit, security and more.
3. Suzanne Bowman (SE Winter Haven Court) – She asked about offsetting reasons for density, road widening, additional sidewalks, variances, zoning, traffic lights and flipping the property.
4. William Bowman (SE Winter Haven Court) – He addressed the issue with parking and expressed concerns with transitions, code violations, family development, buffers, view impacts, dog estimate, children estimate, and school capacities.
5. Melissa Iemmolo (SE Harrison Court) – Concerned about the distance from her home, height of building, traffic, busing, density, and the overflow ditch behind her house.
6. Cyndy Williams (SW Perry Lane) – Asked what size the garages are. She is concerned about traffic, open space, number of stories, parking, public utilities, environmental impacts, and suggested single family homes instead.
7. Tascha Reeves (SE Springtree Place) – She is concerned about traffic, buses, and four-story height.

8. Jonathan Irvin (SE Harrison Street) – He strongly opposes the project and is concerned about the height limit, traffic, drainage, wetlands, garbage and dog park.
9. Alek Loudakis (SE Winter Haven Court) – He explained the reasons why he moved to Martin County and is concerned about activity at all hours of the night, parking, distance from his neighborhood, and the project turning into low income housing.
10. Abbey Jones (SE Harrison Street) – She expressed concerns about the lack of compassion and respect for this area. She is concerned about the trees, animals, homeless, chemical run-off, environmental impacts, infrastructure and four stories.
11. Alek Loudakis (SE Winter Haven Court) – He is concerned traffic.
12. Tascha Reeves (SE Springtree Place) – Brought up her concerns about how many cars are in each household.
13. David Earle (South Federal Highway) – He is concerned about traffic going through Harrison Street

BOARD COMMENT:

Larry Massing asked about the Harrison Street access.

Michael Houston said that the property is commercial general, but it would need to be discussed with Martin County.

Howard Ehrsam with Bowman said that he has spoken with Martin County, but they would need a right-of-way permit still.

Li Roberts said that we have a site plan that indicates a northern entrance, but if they do not get permission what happens.

Tom Reetz the traffic report would have to be recalculated.

Kev Freeman said that the northern entrance is part of the recommended site plan, but if that was not available it would have to come back to LPA.

Li Roberts asked for clarification regarding the drainage ditch. She asked if the project was not approved, what could be on the property.

Kev Freeman said that you would have to maintain the ditch. He said that the county is zoned as R3A and limited commercial, but if it remained in the county it would be mandatory rezoning to a combination of general and limited commercial. He said the property has already been annexed into the city, so county rules do not apply unless they came in and filed for rezoning. He said they could do R3 with fifteen units per acre, three stories, and similar setbacks.

Li Roberts said that without the board being able to put restrictions on a project there are things the property owner would be able to do. She asked if she owned the property outright without a PUD where would the entrance be.

Kev Freeman said that it would be the same qualifications.

Larry Massing asked what benefits the city is getting from this application.

Michael Houston apologized if he offended anyone about homelessness. He explained nearby projects that were approved and are similar to theirs. He said that they are providing needed housing. He understands the debate about the height of the project, but there is a 500-foot separation. He said this is not an affordable housing community, these are nice market rate apartments with garages that are sized for parking cars. He said that this is an important provision for the city, and they hope to keep the construction traffic off of Springtree.

Li Roberts asked about the distances on the north side and requested a bigger buffer.

Michael Houston explained what is currently in the buffer areas.

Li Roberts asked about Harrison Street at the north end of the property and planting additional vegetation for a buffer.

Michael Houston said that he can work that out with the residents.

Howard Ehrsam said that the site line will block the entire building.

Li Roberts asked where the bus stops for the Harrison Street residents. She said that there is still traffic that is coming out and that needs to be handled. She made a motion for construction activity.

Howard Ehrsam said they are working on getting an FDOT permit.

Li Roberts explained why she was adding to her motion.

Kev Freeman described what they are looking for.

Discussion about the preserve sidewalk occurred.

Larry Massing asked for garage size clarifications.

Michael Houston clarified the garage dimensions.

Li Roberts said that the plans go to Martin County for review, but they rarely make comments on them. She said that it puts the City of Stuart in a weird position.

MOTION:
Action: Move approval with the following conditions:

1. Address bus stops to make them safer

2. Extend ornamental fence on the west side of the road
3. Increase parking calculation to 484, but garages can be included in the calculation
4. Include exterior trash cans, grills, signage, exterior lighting in site plan
5. Implement a car wash station
6. Solution to mail delivery and mailboxes
7. Work to get permission to add sidewalk connection through "preserve" area
8. Indicate the correct unit count and submit the floor plans
9. Address charging stations
10. Include rules or deed restrictions regarding dogs
11. Submit a detailed construction activity plan

Moved by: Li Roberts
Second by: Larry Massing
Motion passed unanimously.

ORDINANCES:

1. 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.

PRESENTATION: Stephen Mayer, Senior Planner 8:24 PM

BOARD COMMENT: None.

PUBLIC COMMENTS: None.

MOTION:
Action: Approve.
Moved by: Larry Massing
Second by: Michael Herbach
Motion passed unanimously.

BOARD COMMENT:

Michael Herbach made two motions.

MOTION: Send staff a request to develop an electric vehicle ordinance, similar to the City of Atlanta's electric vehicle ordinance, and report back to the LPA board within 60 days.
Action: Approve.
Moved by: Michael Herbach
Second by: Li Roberts
Motion passed unanimously.

MOTION: Request staff to review the LPA by-laws and/or rules or regulations to suggest updates and include an agenda item at the next LPA meeting.
Action: Approve.
Moved by: Michael Herbach
Second by: Bill Mathers
Motion passed unanimously.

STAFF UPDATE:

Kev Freeman said he is going to request that the MPO come in to do a presentation for the status of Marty.

Larry Massing said that there are a lot of buses in the county.

ADJOURNMENT:
Motion: Action: Adjourn.
Moved by: Campbell Rich
Seconded by: Larry Massing

_____ _____

Ryan Strom, Chair Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **Prepared by:** Stephen Mayer

Title of Item:

SAFE AND SECURE SELF STORAGE AT STUART CPUD MINOR AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2430-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "SAFE AND SECURE SELF-STORAGE AT STUART" COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AT 700 SW FEDERAL HIGHWAY; THEREBY AMENDING THE CONDITIONAL OF APPROVAL FOR THE ART COMPONENT, ACCEPTANCE OF MINOR AMENDMENTS TO THE SITE PLAN, LANDSCAPE PLAN, ARCHITECTURE AND FLOOR PLAN; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On November 13, 2018, the City Commission voted to approve Ordinance 2383-2018, adopting the Safe and Secure Self Storage at Stuart CPUD. The applicant, Robert Doster of Stuart Self Storage, LLC, has applied for a minor PUD amendment, in order to revise the condition of approval for the provision of public art, and provide for an acceptable art component, which includes a proposed location and rendering. The applicant also desires to approve minor revisions to the site plan, landscape plan, and architecture, which are included as new site plan and landscape plan documents, as well as listing all minor changes in an letter from Kenneth Carlson Architects letter, dated December 9, 2019, and attached hereto.

Staff considers the requested changes to be minor in nature, and recommends approval of the text changes required to incorporate the art component and the minor revisions.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of Ordinance 2430-2020 on First Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2430-2020	2/14/2020	Ordinance add to Y drive
🗋	List of Changes - Applicant Request	2/14/2020	Exhibit

Revised Site Plan	2/14/2020	Exhibit
Revised Landscape Plan	2/14/2020	Exhibit
Art Component Plan	2/14/2020	Exhibit
Ordinance 2383-2018 - Safe and Secure CPUD	2/14/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2430-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "SAFE AND SECURE SELF-STORAGE AT STUART" COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AT 700 SW FEDERAL HIGHWAY; THEREBY AMENDING THE CONDITIONAL OF APPROVAL FOR THE ART COMPONENT, ACCEPTANCE OF MINOR AMENDMENTS TO THE SITE PLAN, LANDSCAPE PLAN, ARCHITECTURE AND FLOOR PLAN; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on November 13, 2018, the City Commission approved the Safe and Secure Self-Storage at Stuart CPUD for a 1.85-acre warehouse for mini storage (per Ordinance No. 2383-2018); and

WHEREAS, Robert Doster, as partner of Stuart Self Storage, LLC (the Owner and Applicant) is now requesting a minor amendment to the CPUD to provide for revised art component condition of approval, revised site plan, landscaping plan, new architectural rendering and floor plans, and modified condition of approval regarding these minor changes; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on February 24, 2020, to consider the application of

the Owners for the property to approve the minor amendment to the CPUD; 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. Site Plan, Sheet C-05, by Thomas Engineering, dated 1.31.20

b. Boundary Survey, Sheets 1 of 1, HSQ Group, Inc. Professional Surveyors and Mappers, dated 1.30.18

c. Landscape Plan, Sheets LP-1 thru LP-3, by HJA Design Studio, dated 2.05.20

d. Lighting Plan, Sheet L1, by HJA Design Studio, dated 8.2.18

e. Architectural footprints and Elevations, Sheets A1 to A7, by Good and Edward Design Studios, dated 5.31.18, with the list of architectural and footprint changes outlined in the Kenneth Carlson Architects letter, dated December 9, 2019.

f. Art Component, Sheets EX-1 and EX-2, prepared by HJA Design Studio, dated 11.12.19

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2383-2018 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 CPUD property or any portion of the CPUD property.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD Ordinance by the 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 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:

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

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

ATTEST:

_____	_____
MARY R. KINDEL	MICHAEL J. MEIER
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN 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:

_____

Print Name: _____

_____

Print Name: _____

Stuart Self Storage, LLC

By: _____

Robert Doster, Partner

OWNERS' ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2429-2020 was acknowledged before me this _____day of _____, 2020, by Robert Doster, Stuart Self Storage, LLC.

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

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

EXHIBIT A – LEGAL DESCRIPTION

Exhibit "A"

Lots 147, 148 and 149, H. W. Bessey's Second Addition, according to Plat thereof, Plat Book 5, Page 52, Public Records of Palm Beach (now Martin) County, Florida.

Lots 150, 151, 152, 155 and 156, H. W. Bessey's Second Addition to the Town of Stuart, Florida, according to the Plat thereof filed May 29, 1914 and recorded in Plat Book 5, Page 52, Palm Beach (now Martin) County, Florida, Public Records. Less 13 feet taken from the East side of Lots 152 and 155 by the State of Florida for highway purposes in 1953 and less the 215 square feet, more or less, taken from the East side of Lots 152 and 155 by the State of Florida for highway purposes in 1962.

Lots 157 and 158, H. W. Bessey's 2nd Addition to the Town of Stuart, as in Plat Book 5, Page 52, Palm Beach (now Martin) County, Florida, Public Records.

INITIAL

EXHIBIT B – LOCATION MAP

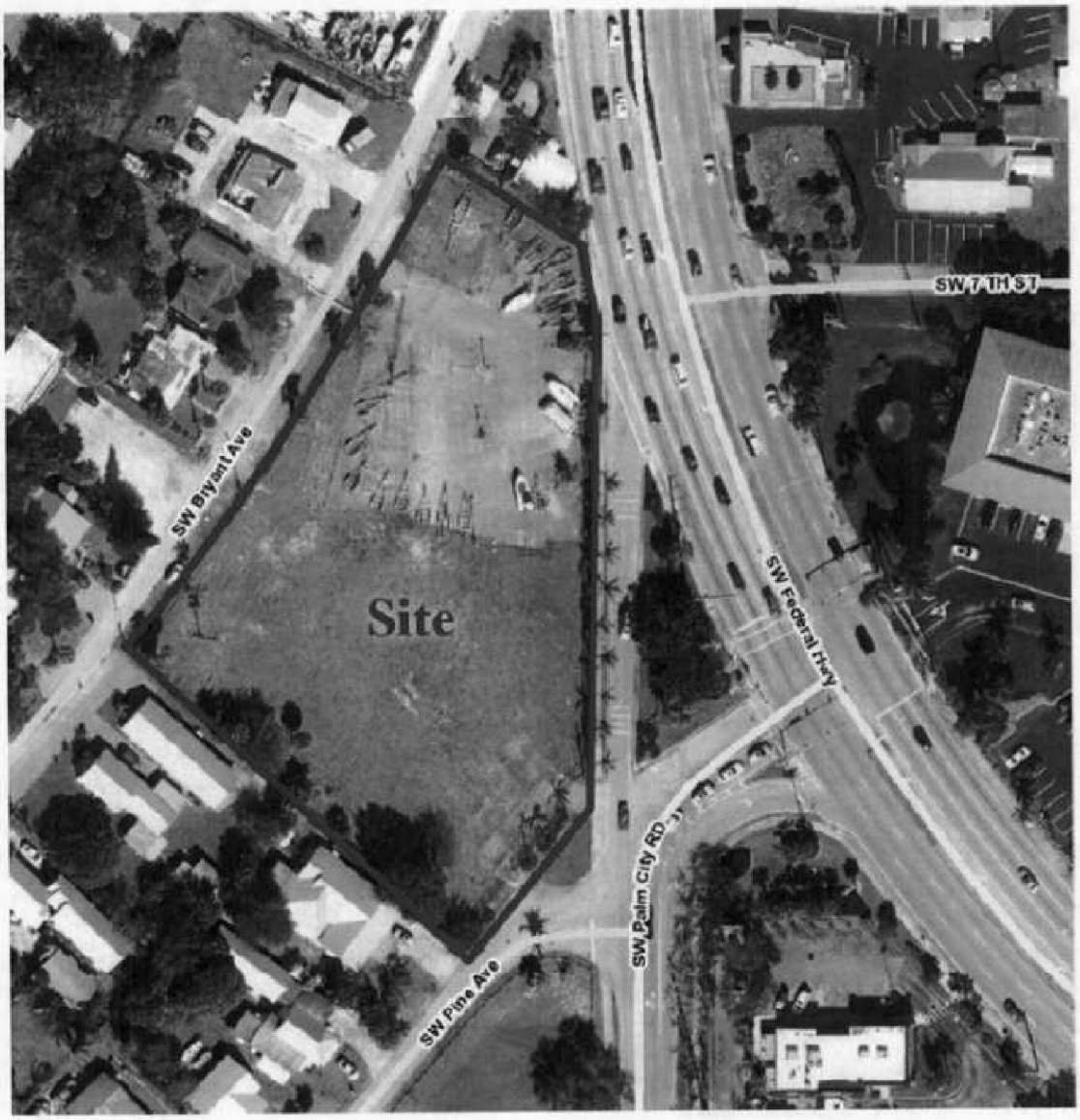


EXHIBIT "C"

Modified conditions of approval.

#1. The Safe and Secure Self-Storage at Stuart CPUD and use thereof shall comply with the following documents and drawings:

g. Site Plan, ~~Sheet 1 of 1, prepared by HJA Design Studio, dated 9.26.18~~ Sheet C-05, by Thomas Engineering, dated 1.31.20

h. Boundary Survey, Sheets 1 of 1, HSQ Group, Inc. Professional Surveyors and Mappers, dated 1.30.18

i. Landscape Plan, ~~Sheet L1, by HJA Design Studio, dated 9.26.18~~ Sheets LP-1 thru LP-3, by HJA Design Studio, dated 2.05.20

j. Lighting Plan, Sheet L1, by HJA Design Studio, dated 8.2.18

k. Architectural footprints and Elevations, Sheets A1 to A7, by Good and Edward Design Studios, dated 5.31.18, with the list of architectural and footprint changes outlined in the Kenneth Carlson Architects letter, dated December 9, 2019.

l. Art Component, Sheets EX-1 and EX-2, prepared by HJA Design Studio, dated 11.12.19

#6. Prior to issuance of a building permit, the applicant shall ~~either contribute the required art fee of one and one half percent of the vertical construction cost or~~ provide a work of art ~~on the development~~ in the location identified on plan Exhibit EX-1 by HJA Design Studio, dated 11.12.19 and described in Exhibit EX-2 by HJA Design Studio, dated 11.12.19. ~~pursuant to Section 3.01.08.~~

KENNETH CARLSON ARCHITECT - P.A. DESIGN PLANNING INTERIORS

AA C001878

KENNETH R. CARLSON - ARCHITECT, P.A.

December 9, 2019

City of Stuart
Building Processing Department
List of Changes from Original PUD Review

Dear Mr. Freeman,

Per our pre-construction meeting at the City of Stuart on September 10, 2019 with Steve Tedder and Robert Doster from Ownership, Ken Carlson Architects, and Thomas Engineering, it was requested to provide a list of changes made per the original approved PUD plans. Please see below the list of changes.

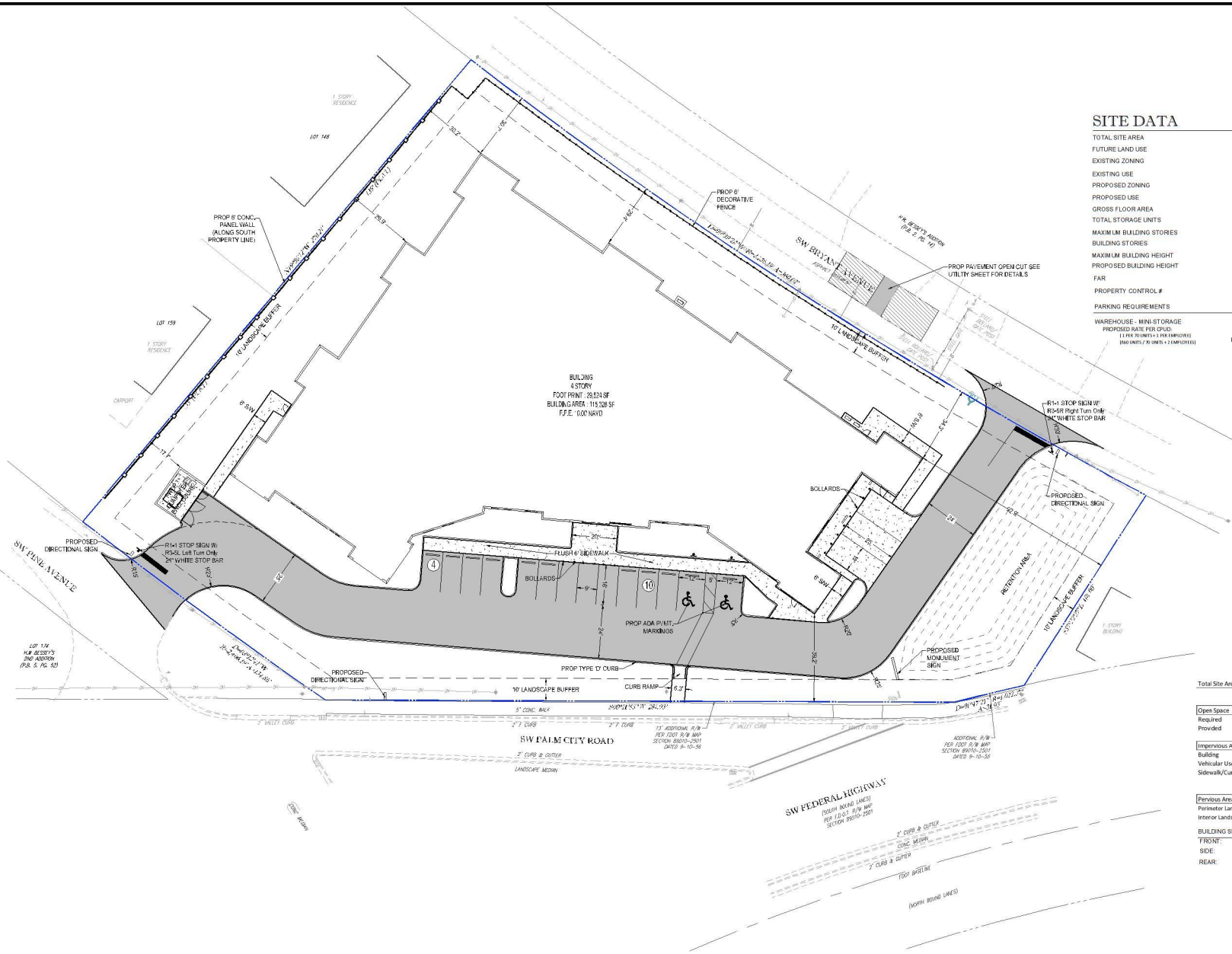
- Projections at SW and NW rear of the building increased (by what dimension?) in depth to provide uniform layouts on the building interior.
- Window elevations coordinated and adjusted to correct finished floor heights.
- For security purposes and functionality, the 3rd entrance, entrance doors and paving at the SW loading area removed. In same location, full sized canopy removed, however, provided new awnings over storefront doors to conform with overall design aspects.
- Dumpster enclosure minimized and coordinated with city officials to reflect the garbage demands of the use.
- Third stairwell removed at NE corner as it is was not required by code.
- Elevator relocated to enhance accessibility and functionality of the building.
- Windows in tower elements enlarged to increase visibility.
- Canvas canopies at ground floor revised to improve high-wind safety and conformity with overall design.
- Additional architectural features provided in the rear of the building at large flat areas to improve the building's aesthetics.
- Access along Pine Avenue was removed as it was considered a safety issue by Martin County Engineering and they would not permit the access point.

Sincerely,

James Gorvetzian

For: Kenneth R. Carlson Architect, P.A.

1002 E Newport Center Drive, Suite 101 • Deerfield Beach, FL 33442 • Phone (954) 427-8848 • Fax (954) 427-9929 • www.kencarlson.com



SITE DATA

TOTAL SITE AREA	1.85 AC.(80,332 SF)
FUTURE LAND USE	COMMERCIAL
EXISTING ZONING	B-2
EXISTING USE	VACANT
PROPOSED ZONING	CPUD
PROPOSED USE	STORAGE FACILITY
GROSS FLOOR AREA	115,328 SF
TOTAL STORAGE UNITS	880 UNITS
MAXIMUM BUILDING STORIES	4 - STORY
BUILDING STORIES	3 - STORY / 4 LEVELS
MAXIMUM BUILDING HEIGHT	45'
PROPOSED BUILDING HEIGHT	44'-5.8"
FAR	1.47
PROPERTY CONTROL #	05-38-41-002-000-01470-0

PARKING REQUIREMENTS	REQUIRED	PROVIDED
WAREHOUSE - MINI-STORAGE PROPOSED RATE PER CPUD [1 PER 70 UNITS + 1 PER EMPLOYEE] [880 UNITS / 70 UNITS + 2 EMPLOYEES]	15 SPACES (INCLUDES 2 HANDICAP SPACES)	17 SPACES (INCLUDES 2 HANDICAP SPACES)

Total Site Area	SF	ACRE	%
	80,332	1.84	100%
Open Space			
Required	16,066	0.37	20%
Provded	29,298	0.67	36%
Impervious Area	47,707	1.10	59%
Building	29,524	0.68	37%
Vehicular Use	14,653	0.34	18%
Sidewalk/Curb	3,530	0.08	4%
Pervious Area	32,625	0.75	41%
Perimeter Landscape Area	29,298	0.67	36%
Interior Landscape Area	3,327	0.08	4%

BUILDING SETBACKS	REQUIRED (MIN.)	PROVIDED
FRONT:	30'	39.2'
SIDE:	5'	30'
REAR:	20'	29.4'

HATCH LEGEND

PROPOSED CONCRETE

PROPOSED ASPHALT PAVEMENT

THOMAS ENGINEERING GROUP, LLC
CIVIL ENGINEERING • TRAFFIC ENGINEERING • PLANNING
6300 NW 31ST AVENUE, FT. LAUDERDALE, FL 33309, P: 954-202-7000
4855 W. KENNEDY BLVD. SUITE 610, TAMPA, FL 33609, P: 813-379-4100
125 W. INDIANTOWN RD. SUITE 206, JUPITER, FL 33458, P: 561-203-7503

REVISIONS:			
REV:	DATE:	COMMENT:	BY:

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG. It's free. It's the law. www.callsunshine.com

PROJECT No.:	FJ1900054
DRAWN BY:	MJG
CHECKED BY:	BMU
DATE:	1/31/20
CAD I.D.:	F:\1900\54\SITE PLAN

PROJECT:

SAFE & SECURE SELF-STORAGE

FOR

STUART SELF STORAGE, LLC

CITY OF STUART FLORIDA

THOMAS ENGINEERING GROUP
PEBWORTH PROFESSIONAL PLAZA
125 W. INDIANTOWN RD. SUITE 206
JUPITER, FL 33458
PH: (561) 203-7503
FX: (561) 203-7721
www.ThomasEngineeringGroup.com

BRANDON ULMER
No. 68345
PROFESSIONAL ENGINEER
February 10, 2020
STATE OF FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION No. 27525

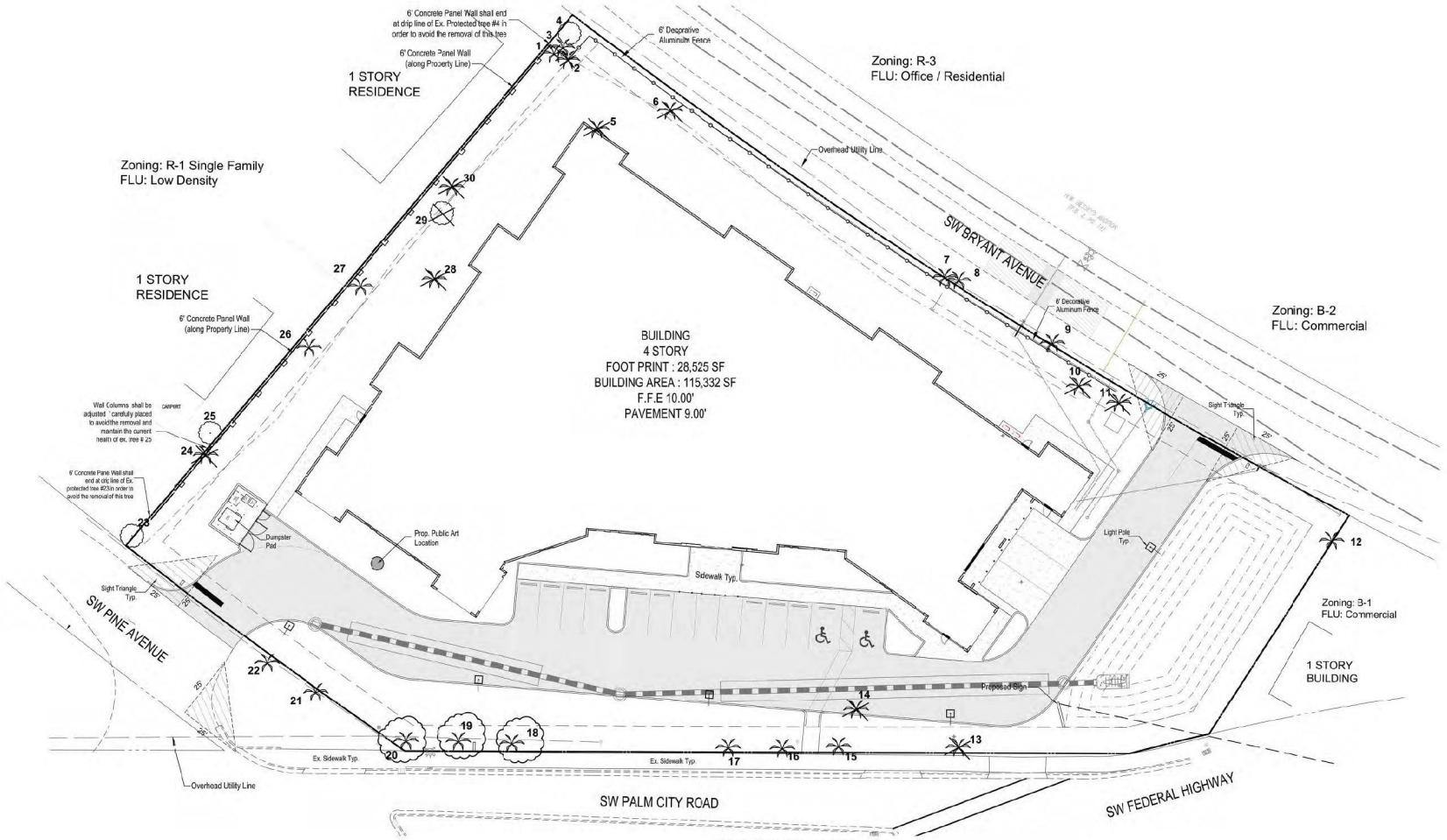
SHEET TITLE:

SITE PLAN

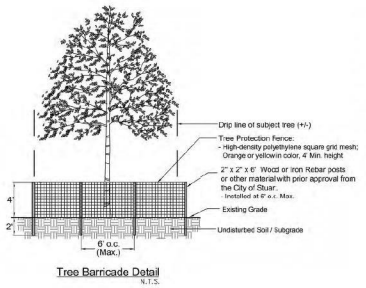
SHEET NUMBER:

C-05

Plotted on Monday, February 10, 2020, 8:37 AM by Brandon Ulmer



Tree Protection / Barricade Detail



Tree Barricade Detail
N.T.S.

Tree Protection Notes

1. Existing trees that are to be preserved shall be barricaded according to the City's regulations.
2. Tree Protection Barricades shall be erected prior to the commencement of any work. All barricades must be maintained intact for the duration of construction.
3. Barricades must be constructed around the critical protection zone of each tree or cluster of trees.
4. During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be:
   A. No trenching or cutting of roots
   B. No fill, compaction or removal of soil, and
   C. No use of concrete, paint, chemicals or other foreign substances
5. Barricades shall be constructed of a yellow or orange high density polyethylene square grid mesh fence with a min. height of 4 feet. Fencing shall be secured to posts with nylon cable ties at the top middle and bottom of each post. Posts shall be a 2"x 2" x 6' wood or iron rebar or other material with prior approval from The City of Stuart. Posts shall be spaced a max. of 6' o.c.

Existing Tree Chart

Tree #	Common Name	Size	Comment	Protected	Status
1	Cabbage Palm	15' ct.		No	Preserve
2	Cabbage Palm	20' ct.		No	Remove
3	Cabbage Palm	13'ct.		No	Preserve
4	Gumbo Limbo	15" Combined DBH	multi-trunk	Yes	Preserve
5	Cabbage Palm	17' - 18' ct.		No	Remove
6	Cabbage Palm	17' - 18' ct.		No	Remove
7	Cabbage Palm	10' ct.		No	Preserve
8	Cabbage Palm	10' ct.		No	Preserve
9	Cabbage Palm	10' ct.		No	Preserve
10	Cabbage Palm	16' ct.		No	Remove
11	Cabbage Palm	16' ct.		No	Remove
12	Cabbage Palm	8'-10' ct.		No	Preserve
13	Christmas Palm	8'-10' ct.	Triple	No	Remove
14	Christmas Palm	6'-8' ct.	Triple	No	Remove
15	Royal Palm	15' GW		No	Preserve
16	Royal Palm	12'- 13' GW		No	Preserve
17	Royal Palm	15' GW		No	Preserve
18	Royal Palm	15' GW		No	Relocate
19	Royal Palm	15' GW		No	Relocate
20	Royal Palm	15' GW		No	Relocate
21	Royal Palm	12'- 13' GW		No	Preserve
22	Royal Palm	15' GW		No	Preserve
23	Live Oak	10" DBH	Off-site	Yes	Preserve
24	Cabbage Palm	10' ct.		No	Remove
25	Live Oak	27" DBH	Off-site	Yes	Preserve
26	Cabage Palm	9" DBH		No	Preserve
27	Cabage Palm	17" DBH		No	Preserve
28	Cabage Palm	11" DBH		No	Remove
29	Scrub Oak	40" Combined DBH	multi-trunk shrub	No	Remove
30	Cabage Palm	10' ct.		No	Remove

Legend

Existing Trees to be Preserved

Existing Trees to be Removed

Existing Palm Trees to be Relocated (3 - Royal Palms)

* Note: See Existing Tree Chart for more information

Scale: 1" = 20'

0' 10' 20' 40' 60'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Stuart Self Storage LLC

City of Stuart Florida

Existing Tree / Removal Plan

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by these drawings are the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the permission of the designer.

REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	17045
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-4-18
	09-12-18 09-26-18
Revision Dates	11-15-19
	2-05-20

LP-1

02242020 CC M

Landscape Data

Total Site Area	80,332 sf / 1.85 Ac.
Landscape Area Required (20%)	16,066 sf / 0.37 Ac.
Landscape Area Provided (41%)	32,625 sf / 0.75 Ac.
Planted / Vegetation Areas	18,620 sf (57%)
Sod Areas	14,005 sf (43%)

1 Tree per 2,500 sf of Development site (Min. 50% Shade Trees)

Development Site	80,332 sf (1.85 Ac.)
Total Trees Required (80,332 sf / 2,500 sf)	33 Total Trees
Shade Trees Required (33 Req. Trees x 50%)	17 Trees
Total Trees Provided	87 Total Trees (44 Trees + 77 Palms @ 2:1 + 5 Palms @1:1)
Shade Trees Proviced	44 Trees

Perimeter Landscaping Adjacent to Streets

10' Min. Landscape Buffer- 1 Tree per 30 LF and perimeter hedge required. Not less than 25% of strip shall be groundcover.

SW Palm City Road:

Trees Required (313 LF / 30)	= 11 Trees
Trees Provided:	= 18 Trees (4 Trees + 16 Palms @ 2:1 + 6 Ex. / Relocated Palms @ 1:1)

SW Pine Avenue

Trees Required (135 LF / 30)	= 5 Trees
Trees Provided:	= 6 Trees (1 Trees + 4 Palms @ 2:1 + 3 Palms @ 1:1)

SW Bryant Avenue:

Trees Required (338 LF / 30)	= 12 Trees
Trees Provided:	= 24 Trees (3 Trees + 21 Palms @ 2:1 + 1 Ex. Palm @ 2:1)

Transitional Landscape Buffers (development incompatibility)

One Tree Per 30 L.F. Buffer shall include a buffer screen the width of which is 25 percent of the width of the required buffer. The buffer screen shall include a six-foot high wall or fence with five-foot wide landscape area located along the property line. Where a proposed non-residential development will abut a residential development,the five-foot wide landscape area shall be located outside the six-foot high wall or fence.
Sec. 6.04.06 B (4) - No Structure, mechanical equipment, trash receptacles, parking area or internal driveways shall be located in the common boundary buffer within 15 feet of the property line.

South Boundary: - Abutting Single family

Required Buffer Width :	55' (25' + 10' for each additional bldg. story)
Provided Buffer Width :	30'
Required Buffer Screen :	13.75 ' (55' Buffer width x 25%)
Provided Buffer Screen :	15' - 30'
Total Linear Feet :	270'
Trees Required: (270 LF / 30)	= 9 Trees
Trees Provided:	= 22 Trees (11 Trees + 1 Ex. Tree + 4 Ex. Palms @ 2:1 + 16 Palms @2:1)

Perimeter Landscaping Adjacent to Private Property:

5' Min. Landscape Buffer - 1 Tree per 30 LF and perimeter hedge required. Not less than 25% of strip shall be groundcover.

Along North Property Line (Commercial):

Trees Required: (101 LF / 30)	= 4 Trees
Trees Provided:	= 10 Trees (3 Trees + 4 Palms @ 2:1)

Interior Landscaping around Perimeter of Building:

A 5' min. landscape strip shall be provided along all sides of the building which abut a parking area. This strip shall contain 1 Tree per 30 LF and hedge.

Trees Required: (364 LF / 30)	= 12 Trees
Trees Provided:	= 12 Trees (4 Trees + 16 Palms @ 2:1)

Interior Landscaped Islands:

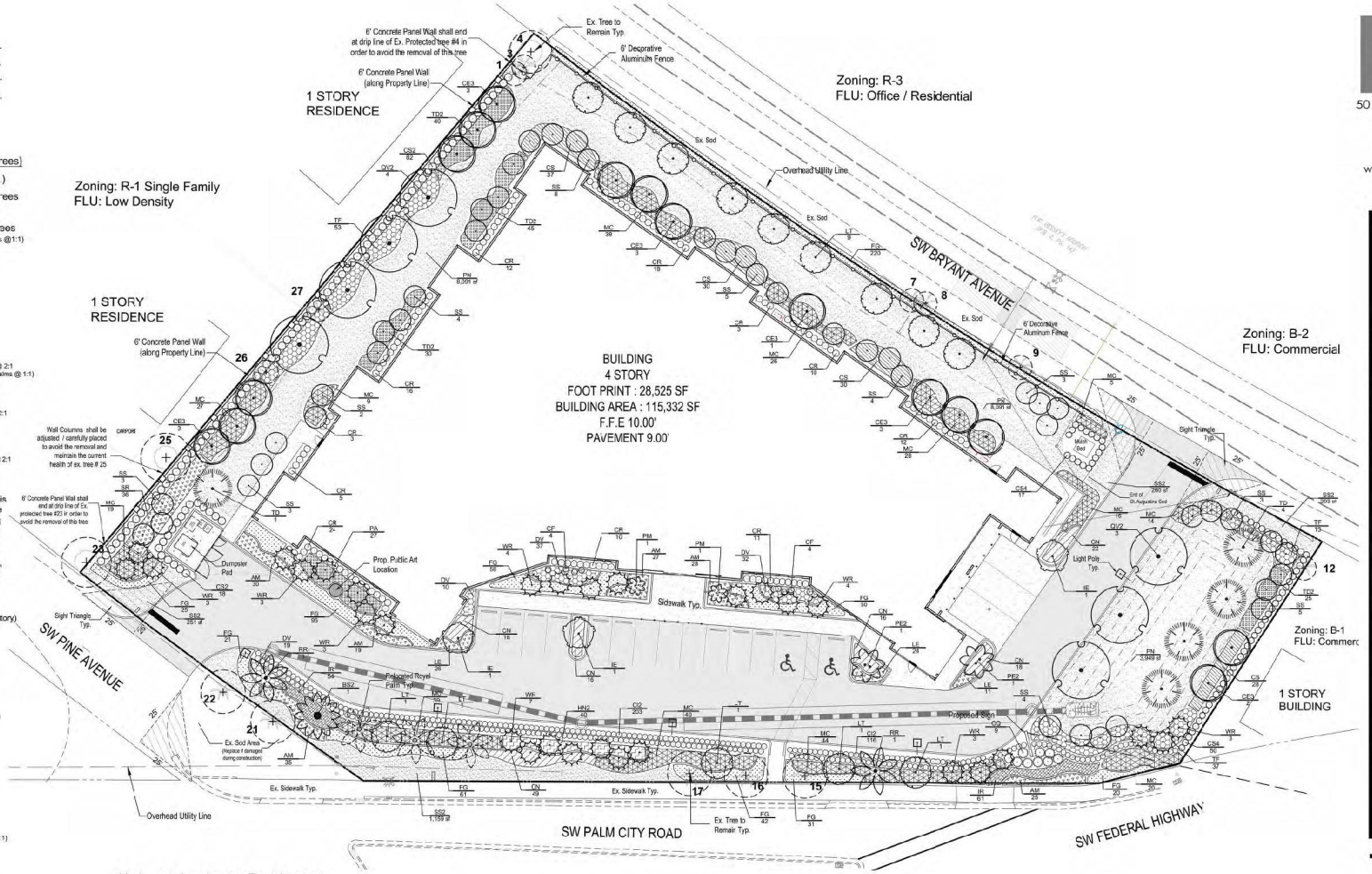
Each interior island shall contain a min. of 1 shade tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24".

Trees Required:	= 1 Tree
Trees Provided:	= 1 Tree

Interior Terminal Landscaped Islands:

Each interior island shall contain a min. of 1 shade tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24".

Trees Required:	= 4 Trees
Trees Provided:	= 4 Trees (2 Trees + 2 Palms @ 1:1)



Xeriscape Landscape Requirement

To obtain a development permit, an applicant shall attain a minimum of 50 points from he following table of design options. As used in the table, "list" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape.

Design Options:	Points	Points Received
(1) Utilization of moisture sensing controller other than rain switch	5	
(2) Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
(3) Grass:		
25 - 50 % of the grass areas are made up of drought tolerant grass species from he list	5	
51 % or more of the grass areas are made up of drought tolerant grass species from the list	10	10
(4) Shrubs:		
25 - 50 % of the requirec shrubs are made up of drought tolerant species from the list	5	
51 % or more of the required shrubs are made up of drought tolerant species from the list	10	10
(5) Trees:		
25 - 50 % of the requirec trees are made up of drought tolerant species from he list	5	
51 % or more of the required trees are made up of drought tolerant species from the list	10	10
(6) Extra shade trees in vehicular use areas:		
25 % more than the required shade trees planted in the vehicular use areas.	5	
50 % more than the required shade trees planted in the vehicular use areas.	10	
(7) Sod area less than 50 percent of provided landscape area.	10	10
(8) Utilization of compacted mulched planting beds at least three inches in depth inall planted areas except ground covers. (Use of Cypress Mulch prohibited)	10	10

Total Points Provided: 50 Points

Legend

Existing Trees to be Preserved

Proposed Light Pole Typ.

Relocated Palm Trees (3 - Royal Palms)

* Note: See Existng Tree Chart on sheet LP-1 for more information

Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT GRANG MICHAEL HOUSTON LA0006005 STATE OF FLORIDA

Job No.	17045
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-4-18, 09-12-18, 09-26-18
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LP-2

Landscape Notes

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (NCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO ASSOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TC IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESLLT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORKAREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TC PROTECT ALL EXISTING SITE FEATURES PARKING LOTS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZE LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS JNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTJRAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE OF ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER. AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

A. PERCENTAGE OF ORGANIC MATTER
B. SALINITY
C. PH
D. LIME CONTENT
E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHORUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR AND MOLYBDENUM.
F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
G. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1", 1, AND NO. 200 SIEVES
H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMUM PLANT GROWTH TO BE MADE TO THE SOILS PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TC INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

A. TREES: 100% SITE SOIL WITH 6LB. TRIPLE SUPER PHOSPHATE PER CU. YD.
B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLED RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SJBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREA SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.

2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES, ETC.

3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHAL, CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1 & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.

2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.

3. ALL EXCESS VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."

5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.

6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE EQUAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.

7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.

8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.

9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)

10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.

11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.

12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOT BALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWN-HILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.

13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.

14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.

15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL AT THE RECOMMENDED RATE. A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.

16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT LB. NITROGEN PER 1000 FT2, PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.

17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.

18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C. (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS)

19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.

20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.

21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.

21. PRUNING. IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.

22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

SOIL NOTES

1. OFF-SITE TOPSOIL SHALL BE NATURAL, FERTILE FRIABLE LOAM OR SANDY LOAM AS CLASSIFIED BY THE U.S. DEPARTMENT OF AGRICULTURE SOIL CLASSIFICATION SYSTEM. THE SOIL SHALL CONTAIN NOT LESS THAN 3 PERCENT OR MORE THAN 8 PERCENT BY WEIGHT OF DECAYED ORGANIC MATTER (HUMUS) AS DETERMINED BY ASTM F-1647. THE TOPSOIL SHALL BE FREE OF STONES 1 INCH (25 MILLIMETERS) OR LARGER AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH. TOPSIL SHALL NOT HAVE A PH OF LESS THAN 6.0 OR GREATER THAN 7.5, AND SHALL NOT BE DELIVERED OR USED FOR PLANTING WHILE IN A FROZEN OR MUDDY CONDITION.

IF ORGANIC AMENDMENTS ARE NEEDED TO OBTAIN THE SPECIFIC ORGANIC MATTER CONTENT OF THE TOPSOIL, THE ORGANIC MATTER SOURCE MAY BE A PEAT OR COMPOST MATERIAL. THE PEAT SHALL BE SPHAGNUM PEAT HAVING AN ASH CONTEN" NOT EXCEEDING 15 "ERCENT, AS DETERMINED BY ASTM D-2974. COMPOSTS MAY BE USED "ROVIDED THAT THE MATERIAL HAD AN ASH CONTENT NOT EXCEEDING 40 PERCENT.

ACCEPTANCE NOTES

1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.

2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.

SHRUB SCHEDULE

	SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
*	CI2	319	Green Coco Plum / Chrysobalanus icaco	3 gal	24" HT., FULL	Yes	24" o.c.
	CR	125	Red Tip Coccpium / Chryscbalanus icaco `Red Tip`	3 gal	24" HT., FULL	Yes	30" o.c.
*	CS2	100	Small-Leaf Clusia ' Clusia guttifera	3 gal	24" HT., FULL	Yes	36" o.c.
*	CS4	67	Small-Leaf Clusia ' Clusia guttifera	3 gal	24" HT., FULL	Yes	30" o.c.
	ACCENT	QTY	COMMON / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
	CF	8	Ti Plant / Cordyline fruticosa `Auntie Lou`	3 gal	24" - 30" Ht., 3ppp, Full	No	30" o.c.
**	CQ	9	Furple Crinum / Cinum augustum `Queen Emma`	7 gal	30" - 36" Ht., Full	No	48" o.c.
	SHRUBS / GROUND COVERS	QTY	COMMON / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
**	AM	164	Foxtail Fern / Asperagus meyeri	1 gal	8 - 10" Ht., Full Pot	No	24" o.c.
*	CN	139	Dwarf Pitch Apple / Clusia rosea `Nana`	3 gal	12 - 14" HT. x 12 - 14" SPR., Full	Yes	24" o.c.
*	CS	125	Silver Button Wood / Conocarpus erectus sericeus	3 gal	20"-24" Ht., Full	Yes	30" o.c.
**	DV	98	Variqated Flax Lilly / Daniellia tasmanica `Variegata`	1 gal	14" - 16" Ht., 3ppp, Full	No	24" o.c.
*	FG	625	Green Island Ficus / Ficus microcarpa `Green Island`	3 gal	12 - 14" HT. x 12 - 14" SPR., Full	Yes	24" o.c.
*	HN2	40	Dwarf Firebush / Hamelia nodosa	3 gal	14" - 18" Ht., Full	Yes	30" o.c.
	IR	115	Dwarf Red Taiwan Ixora / Ixora x `Petite Taiwan Red`	3 gal	14" - 16" Ht. x 12" - 14" Spr., Full	No	20" o.c.
	LE	61	Liriope / Liriope muscari `Emerald Goddess`	1 gal	10" - 12" Ht., Full Pot	No	18" o.c.
**	MC	330	Fink Muhly / Muhlenbergia capillaris	1 gal	14" - 16" Ht., full	Yes	36" o.c.
**	PA	27	White Fountain Grass / Pennisetum setaceum `Alba`	1 gal	14" - 16" Ht. ,Full Pot	No	36" o.c.
*	SR	36	Saw Palmetto / Serenoa repens	3 gal	10" - 12" Ht. x 10" - 12" Spr., Full	Yes	36" o.c.
**	TF	103	Fakahatchee Grass / Tripsacum dactyloides	1 gal	18" - 20" Ht., Full	Yes	42" o.c.
**	TD2	140	Dwarf Fakahatchee / Tripsacum floridanum	1 gal	16" HT., FULL	Yes	30" o.c.

* **Drought Tolerant Shrub Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Shrubs	1,691 Shrubs
Drought Tolerant Shrubs Provided	1,451 Shrubs (86%)

** **Drought Tolerant Ground Cover / Grass Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Grasses / GC	940 Grasses / GC
Drought Tolerant Grasses / GC Provided	871 Grasses / GC (93%)

Native Shrub Requirement (50% Minimum)

Total Provided Shrubs	1,691 Shrubs
Native Shrubs Provided	951 Shrubs (56%)

Native Ground Cover / Grasses Requirement (50% Minimum)

Total Provided Grasses / GC	940 Grasses / GC
Native Grasses / Ground Covers Provided	573 Grasses / GC (61%)

TREE SCHEDULE

TREES	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
*	CE3	15	Green Buttonwood / Conocarpus erectus	2.5" Cal., 12` Ht. x 6` Spr., Std., 5-6` ct	Yes
*	IE	3	Eagleston Holly / Ilex x attenuata `Eagleston`	2.5 - 3" Cal., 12` Ht. x 6` Spr., Std, 5-6` ct.	Yes
*	LT	14	Crape Myrtle Coral Pink / Lagerstroemia x `Tuscarora`	45 gal., 12` Ht. x 6` Spr., Multi-trunk 5-6` ct.	No
*	QV2	7	Southern Live Oak / Quercus virginiana	2.5" Cal., 12` Ht. x 6` Spr., Std., 5-6` ct.	Yes
*	TD	5	Bald Cypress / Taxodium distichum	2.5" Cal., 12` Ht. x 6` Spr., Std., 5-6` ct.	Yes
PALM TREES	**CODE**	**QTY**	**COMMON / BOTANICAL NAME**	**SIZE**	**NATIVE**
*	BS2	1	Silver Bismark Palm / Bismarckia nobilis `Silver` 1:1 ratio	B&B, 8` ct., Single specimen, full head, Root Pruned	No
*	PM	2	Pigmy Date Palm Multi-Trunk / Phoenix roebelenii 2:1 Ratio	8-10` OA, 4` CT, Triple specimen	
	PE2	2	Alexander Palm / Ptychosperma elegans 1:1 Ratio	10` - 13` ct., Double Specimen, Full Head	No
*	RR	2	Royal Palm / Roystonea regia 1:1 ratio	15` GW, 24` - 26` OA., Single Specimen, Heavy Trunk, Full Head.	Yes
*	SS	45	Cabbage Palm / Sabal palmetto 2:1 ratio	15 @ 14` ct., 15 @ 17` ct., 15 @ 20` ct., Stick Trunks	Yes
*	WR	30	Mexican Fan Palm / Washingtonia robusta 2:1 ratio	8 @ 14` ct., 10 @ 17` ct, 12 @ 20` ct.	No

* **Drought Tolerant Tree Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Trees	87 Trees
Drought Tolerant Trees Provided	85 Trees (97%)

Native Tree Requirement (50% Minimum)

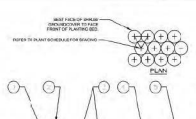
Native Trees Required (87 Trees x 50%)	44 Trees
Native Trees Provided	54 Trees (62%)

SOD SCHEDJLE

	SOD	QTY	COMMON / BOTANICAL NAME
*	PN	12,040 sf	Bahia Grass / Paspalum notatum
	SS2	1 965 sf	St. Augustine Grass / Stenotaphrum secundatum

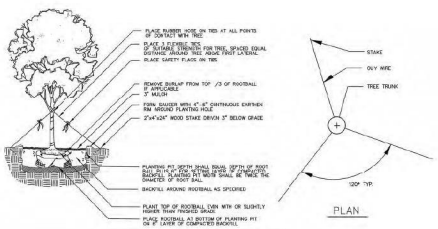
* **Drought Tolerant Sod Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Sod Area	14,005 SF
Drought Tolerant Sod Area Provided	12,040 SF (86%)

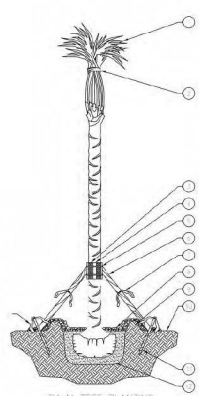


SHRUB/GROUNDCOVER PLANTING

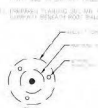
1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1"- 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASSHEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.



TREE PLANTING DETAIL
N.T.S.



PALM TREE PLANTING



STAKE

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjcdesignstudio.com
LA 0000905

Stuart Self Storage LLC
City of Stuart
Florida
Landscape Specifications

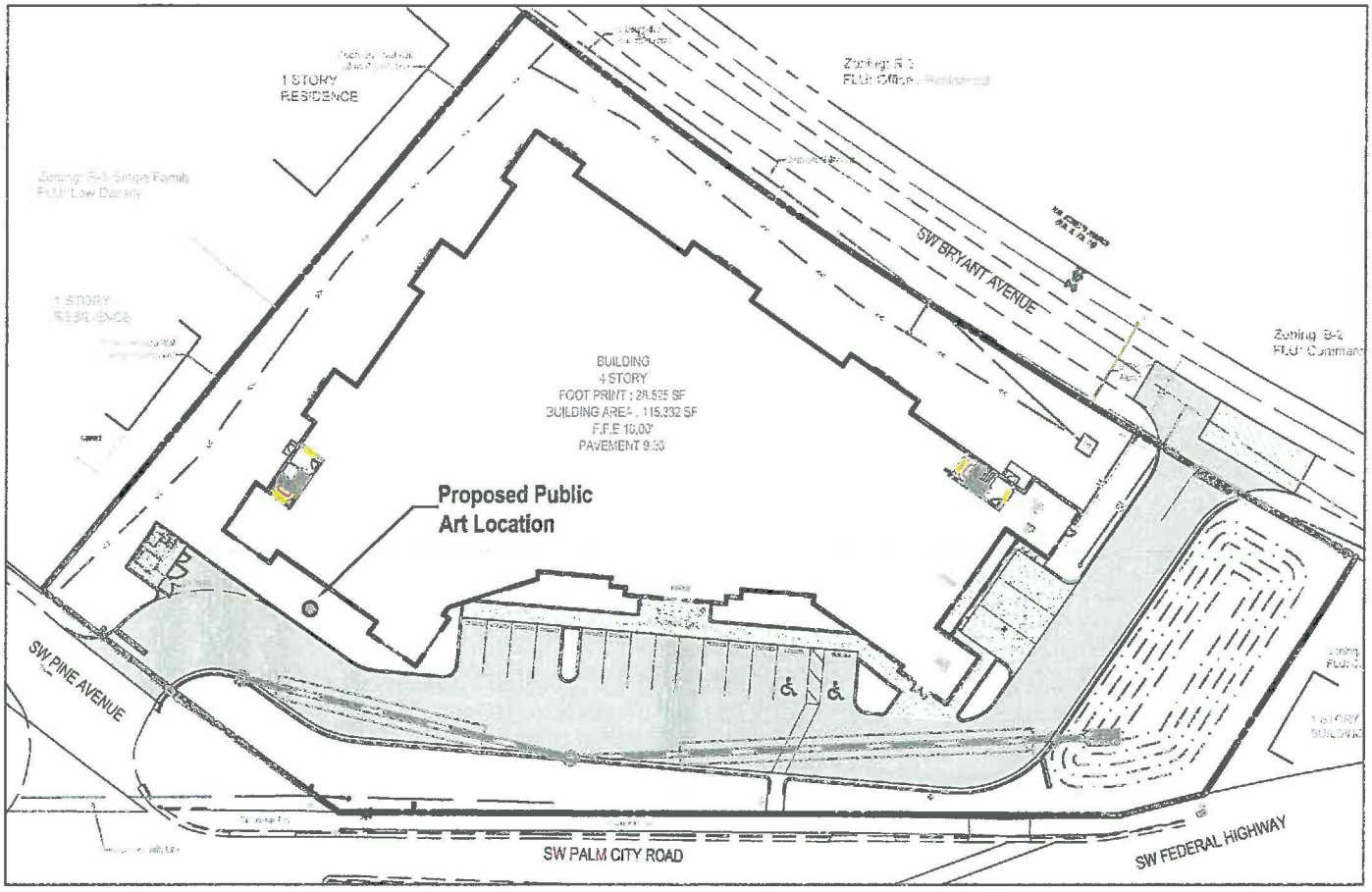
Copyright
The following drawings are instruments of service to this Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by these drawings are the property of the designer and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

REGISTERED LANDSCAPE ARCHITECT MICHAEL HODGSON LA0000005 STATE OF FLORIDA

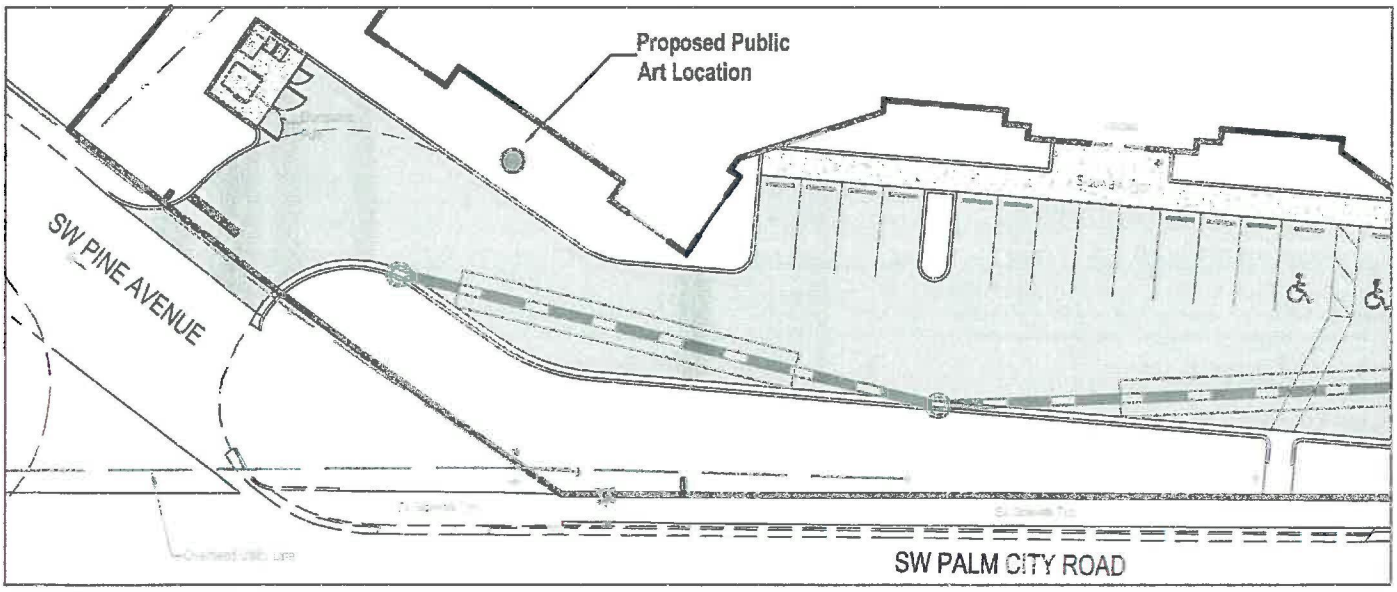
Job No.	17045
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-4-18, 09-12-18, 09-25-18
Revision Dates	11-15-19, 2 05 20

LP-3

Overall Site



Location Enlargement



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Stuart Self Storage LLC

City of Stuart — Florida

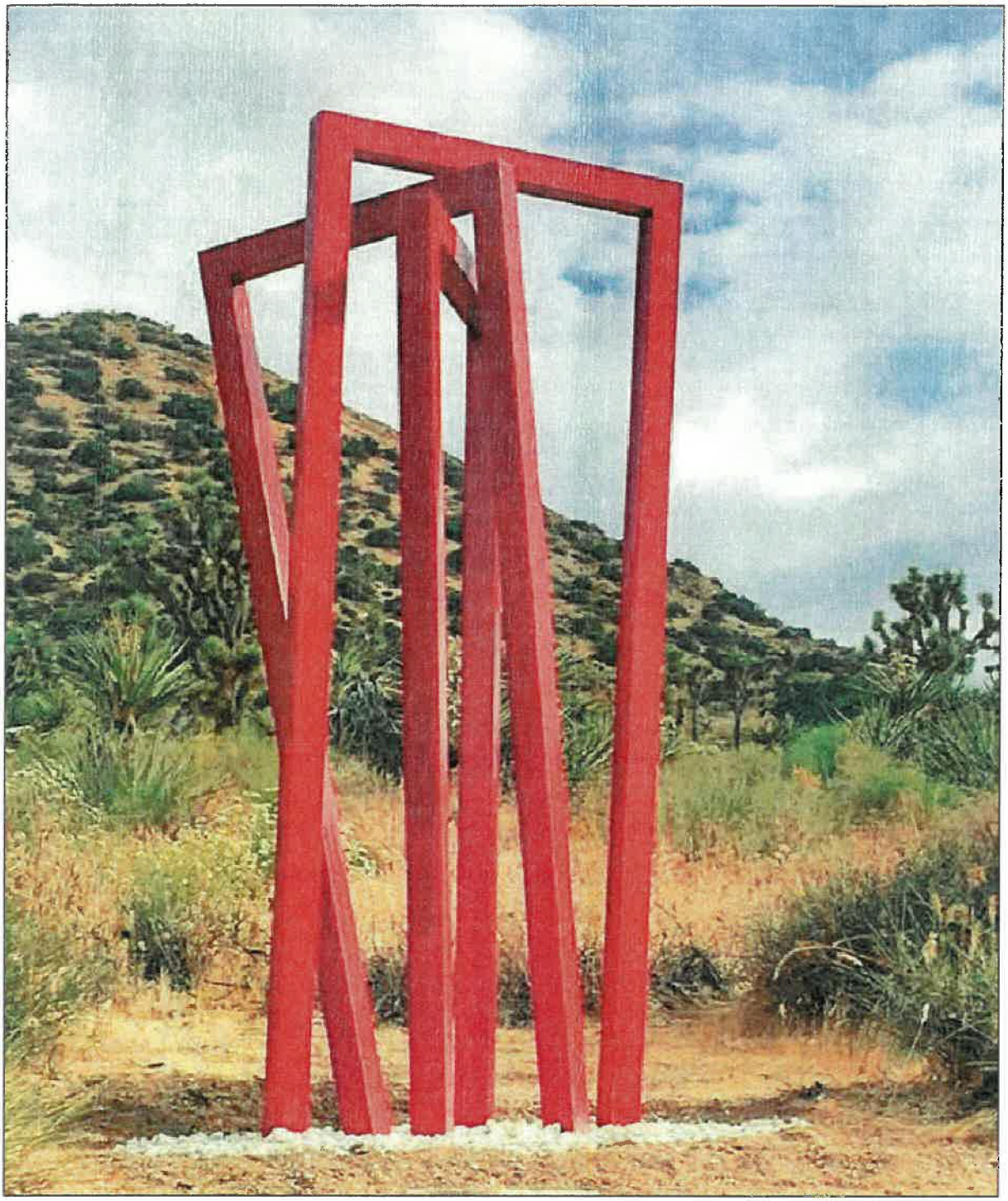
Public Art Exhibit

Date: 11-12-19

North

EX-1

Proposed Public Art (Sculpture)



Art Description

Sculpture Title:	Passageway
Artist:	S. Shigley
Medium:	Steel
Dimensions:	36" W x 96" H x 36" in

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www.rjadesignstudio.com

Stuart Self Storage LLC

City of Stuart — Florida

Public Art Exhibit

Date: 11-12-19

EX-2

Inst. # 2729039
Bk: 3031 Pg: 1 Pages: 1 of 26
Recorded on:12/10/2018 10:08 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $222.50

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2383-2018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF CPUD "COMMERCIAL PLANNED UNIT DEVELOPMENT" TO A PARCEL OF LAND TOTALING 1.85 +/- ACRES, OWNED BY DELICETO, LLC., LOCATED AT 700 SW FEDERAL HIGHWAY, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "SAFE AND SECURE SELF-STORAGE AT STUART" COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF 115,332 SQUARE FOOT WAREHOUSE FOR MINI STORAGE; PROVIDING FOR APPROVAL OF A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE OF DEVELOPMENT, 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 DELICETO, LLC. (owner) of a 1.85+/- acre parcel of undeveloped land located on 700 SW Federal Highway, and

WHEREAS, the City of Stuart has determined the need to assign CPUD zoning to said lands; and

WHEREAS, on September 10, 2018, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the owners, amending the city's official zoning map and approving a final site plan for the construction of a 115,332 square foot warehouse for mini storage; and

WHEREAS, the owners have committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon this ordinance; and

WHEREAS, the City Commission, has considered the Owner's voluntary request for a new zoning designation, and has also considered the recommendation of the City staff.

WHEREAS, 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 CPUD 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.

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction of amenities attached hereto as **Exhibit "C";**

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", shall be deemed a part of this ordinance:

a. **Site Plan, Sheet 1 of 1, prepared by HJA Design Studio, dated 9.26.18.**
b. **Boundary Survey, Sheets 1of 1, HSQ Group, Inc., Professional Surveyors and Mappers dated 1.30.18.**
c. **Landscape Plan, Sheet L1, by HJA Design Studio, dated 9.26.18.**
d. **Lighting Plan, Sheet L1, by HJA Design Studio, dated 8.2.18.**
e. **Architectural Footprints and Elevations, Sheets A1 to A7, by Good and Edward Design Studios, dated 5/31/18**

SECTION 2: The Zoning designation of the subject property shall be established as "CPUD" Commercial Planned Unit Development on the City of Stuart's Official Zoning Map.

SECTION 3: 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 4: 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 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: 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 PUD property or any portion of the PUD property.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 7: 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 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

SECTION 9: 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 this 22nd day of October, 2018.

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

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

ADOPTED on second and final reading this 13th day of November, 2018.

ATTEST:

MARY R. KINDEL
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

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 COMMERCIAL 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 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:

DELICETO, LLC

Print Name: Doug Marek

David H. Cloran, Vice President

Print Name: ALEJANDRO ZURITA

OWNER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 29th day of November, 2018, by David H. Cloran, Vice President of Deliceto, LLC.

Doug Marek Notary Public State of Florida

Notary Seal

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

Notary Public State of Florida
Doug Marek
My Commission GG 232821
Expires 08/15/2022

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 3 day of December, 2018, by Kelli Glass-Leighton, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Seal

Notary Public State of Florida
Vanessa Leyland
My Commission GG 158000
Expires 11/06/2021

Vanessa Leyland

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

Exhibit "A"

Lots 147, 148 and 149, H. W. Bessey's Second Addition, according to Plat thereof, Plat Book 5, Page 52, Public Records of Palm Beach (now Martin) County, Florida.

Lots 150, 151, 152, 155 and 156, H. W. Bessey's Second Addition to the Town of Stuart, Florida, according to the Plat thereof filed May 29, 1914 and recorded in Plat Book 5, Page 52, Palm Beach (now Martin) County, Florida, Public Records. Less 13 feet taken from the East side of Lots 152 and 155 by the State of Florida for highway purposes in 1953 and less the 215 square feet, more or less, taken from the East side of Lots 152 and 155 by the State of Florida for highway purposes in 1962.

Lots 157 and 158, H. W. Bessey's 2nd Addition to the Town of Stuart, as in Plat Book 5, Page 52, Palm Beach (now Martin) County, Florida, Public Records.

INITIAL

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents (Exhibit D)

1. The Safe and Secure Self-Storage at Stuart CPUD and use thereof shall comply with the following documents and drawings:
   - **f. Site Plan, Sheet 1 of 1, prepared by HJA Design Studio, dated 9.26.18.**
   - **g. Boundary Survey, Sheets 1of 1, HSQ Group, Inc., Professional Surveyors and Mappers dated 1.30.18.**
   - **h. Landscape Plan, Sheet L1, by HJA Design Studio, dated 9.26.18.**
   - **i. Lighting Plan, Sheet L1, by HJA Design Studio, dated 8.2.18.**
   - **j. Architectural Footprints and Elevations, Sheets A1 to A7, by Good and Edward Design Studios, dated 5.31.18**

Prior to Issuance of Site Permits

2. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of any site permits.

3. Final Development plans and/or Construction Drawings and Building Plans shall be submitted, reviewed, and approved by the City prior to the issuance of any Development Permits.

4. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

5. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

6. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one and one-half percent of the vertical construction cost or provide work of art on the development pursuant to Section 3.01.08.

Prior to City Commission Approval

7. Prior to City Commission Approval, the applicant shall provide staff with an updated site plan, showing a left-turn only sign and narrow the right turn apron at the SW Pine Avenue curb cut in order to restrict the vehicular flow away from the residential property. Similarly, the applicant shall provide a right-turn only sign and narrow the left turn apron at the SW Bryant Avenue.

8. Prior to City Commission Approval, the applicant shall provide staff with an updated site plan showing a sidewalk connection from the internal sidewalk to the existing sidewalk along Palm City Road.

Development and Construction

9. Except as otherwise set forth in the Safe and Secure Self-Storage and Stuart CPUD, development shall comply with the City Land Development Code. Any modifications to the Final Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping, may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via public hearing.

10. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

11. Development of the Subject Property as a CPUD shall include an impervious area of not more than fifty-nine percent (59%) for the entire parcel within the CPUD. The maximum building

height within the CPUD shall be forty-five (45) feet, or 4 stories. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

12. The development shall use reclaimed water (Purple Pipe) for watering common areas when available.

13. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

14. Prior to certificate of occupancy of the building, the applicant shall provide an engineer's written confirmation attesting that the CPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

15. Construction activity shall be limited from 7.00 am to 6:00 pm Monday – Saturday.

16. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

17. Any existing infrastructure, sidewalk or private property that is damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy.

18. Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by Police for CEPTED/Crime Prevention recommendations. Lighting shall include shields to direct the light away from residential areas.

19. All on-site utilities shall be buried.

20. Temporary or freestanding storage units are prohibited on the property once construction is complete.

Landscaping

21. The common buffer and other common areas shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

22. "Hat racking" of trees is prohibited on the property.

23. 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.

24. A landscape maintenance agreement, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of the first Certificate of Occupancy any building shown on the Final Site Plan.

Open Space & Tree Mitigation Requirements and Littoral Plantings

25. Not less than 37% of the CPUD shall be open space as defined in the City Land Development Regulations. The applicant has provided 41% of the property as open space, including the perimeter landscape buffers and interior landscape area. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

26. The applicant has not identified any existing trees that require mitigation. Notwithstanding, and pursuant to the Stuart Land Development Code, Section 5.05.02, the replacement or removal of existing specimen trees, such as palm trees found in the landscape buffers, shall fully comply with Section 5.05.02.

Signage

27. All signs throughout the CPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit

Development. The monument sign(s) shall adhere to the design standards in the City's Land Development Code.

Development Timetable

28. Timetable for development shall be as follows:

Site and Building permit applications deemed sufficient for permit review under city codes and standards.	**September 1, 2020**
Final Certificate of Occupancy for all site and building improvements.	**January 1, 2022**

Allowable Uses

29. The following uses shall be permitted:
    a. Self-Storage Facility

Prohibited

30. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.

31. Billboards are prohibited on the property.

32. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.

Location Map



Site Data

Total Site Area	1.85 Ac.(80,332 SF)
Future Land Use	Commercial
Existing Zoning	B-2
Existing Use	Vacant
Proposed Zoning	CPUD
Proposed Use	Storage Facility
Gross Floor Area	115,332 sf
Total Storage Units	1,009 units
Maximum Building Stories	4 - Story
Building Stories	3 - Story / 4 Levels
Maximum Building Height	45'
Proposed Building Height	45'
FAR	35%
Property Control #	05-38-41-002-000-01470-0

Open Space

Open Space Required:	16,066 sf	0.37 Ac.	20%
Open Space Provided:	29,843 sf	0.69 Ac.	37%

Impervious Area

Building Coverage	28,525 sf	0.65 Ac.	35%
Vehicular Use Area	16,453 sf	0.38 Ac.	20%
Paved Areas (Pavement / Curb / Sidewalks)	2,449 sf	0.06 Ac.	3%
Total:	47,427 sf	1.09 Ac.	59%

Pervious Area

Perimeter Landscape Buffers	29,843 sf	0.69 Ac.	37%
Interior Landscape Areas	3,062 sf	0.07 Ac.	4%
Total:	32,905 sf	0.76 Ac.	41%

Parking Requirements	Required	Provided
Warehouse - Mini-storage Proposed rate per CPUD (1 per 70 units + 1 per employee) (1009 units / 70 units + 2 employees)	17 Spaces (Includes 2 Handicap Spaces)	17 Spaces (Includes 2 Handicap Spaces)

Building Setbacks	Required (Min.)	Provided
Front:	30'	42'
Side:	5'	30'
Rear:	20'	30'

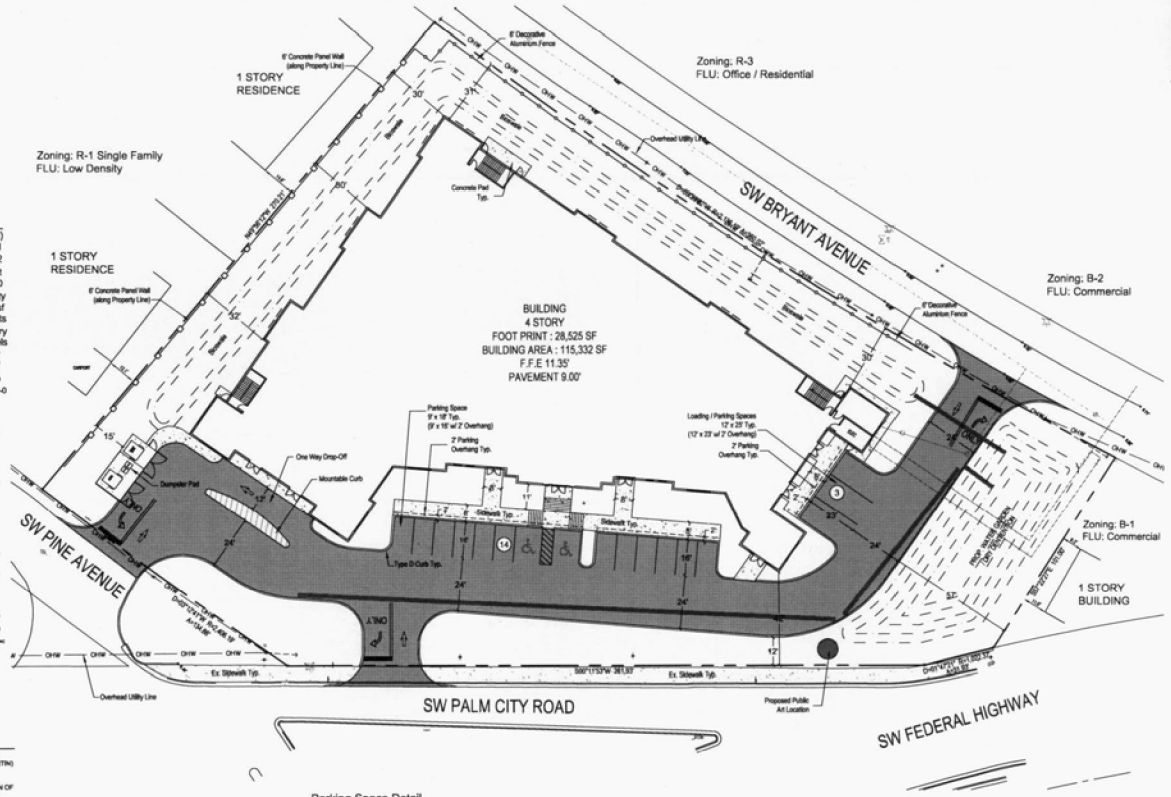
Legal Description

LOTS 147, 148 AND 149 H.W. BESSEY'S SECOND ADDITION, ACCORDING TO PLAT THEREOF, PLAT BOOK 5, PAGE 52, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

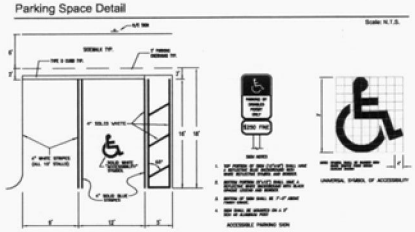
LOTS 150, 151, 152, 153 AND 156, H.W. BESSEY'S SECOND ADDITION TO THE TOWN OF STUART, FLORIDA, ACCORDING TO THE PLAT THEREOF FIELD MAY 29, 1914 AND RECORDED IN PLAT BOOK 5, PAGE 52, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS. LESS 13 FEET TAKEN FROM THE EAST SIDE OF LOT 152 AND 155 BY THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN 1953 AND LESS THE 215 SQUARE FEET, MORE O LESS, TAKEN FROM THE EAST SIDE OF LOTS 152 AND 155 BY THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN 1962. LOTS 157 AND 158, H.W. BESSEY'S 2ND ADDITION TO THE TOWN OF STUART, AS IN PLAT BOOK 5, PAGE 52, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS.

Notes

1. Final loading space locations may be adjusted prior to final site permit approval.



Parking Space Detail



Scale: 1" = 20'

North

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www.hjadesignstudio.com
LA 0000905

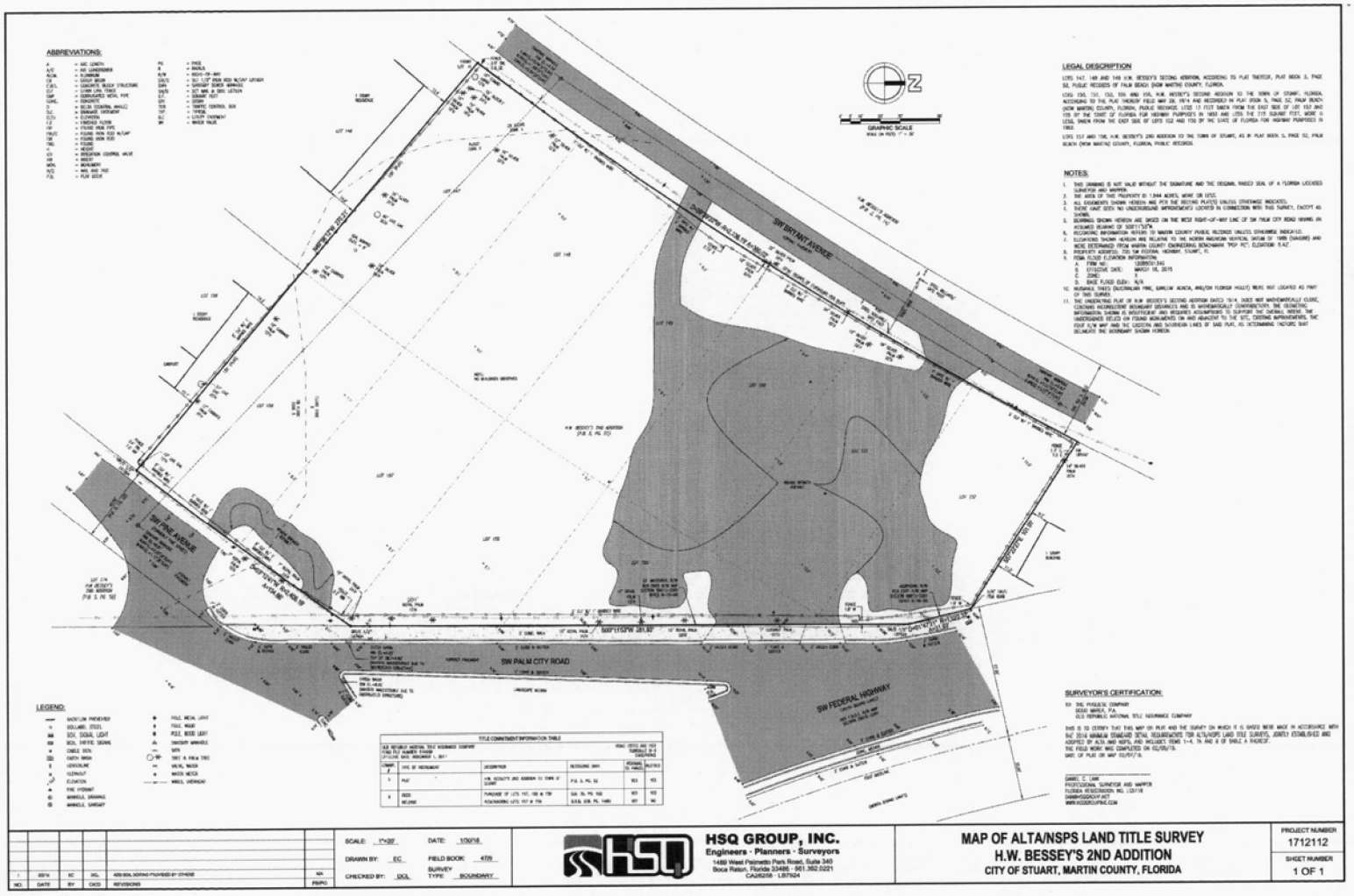
Safe & Secure Self-Storage at Stuart

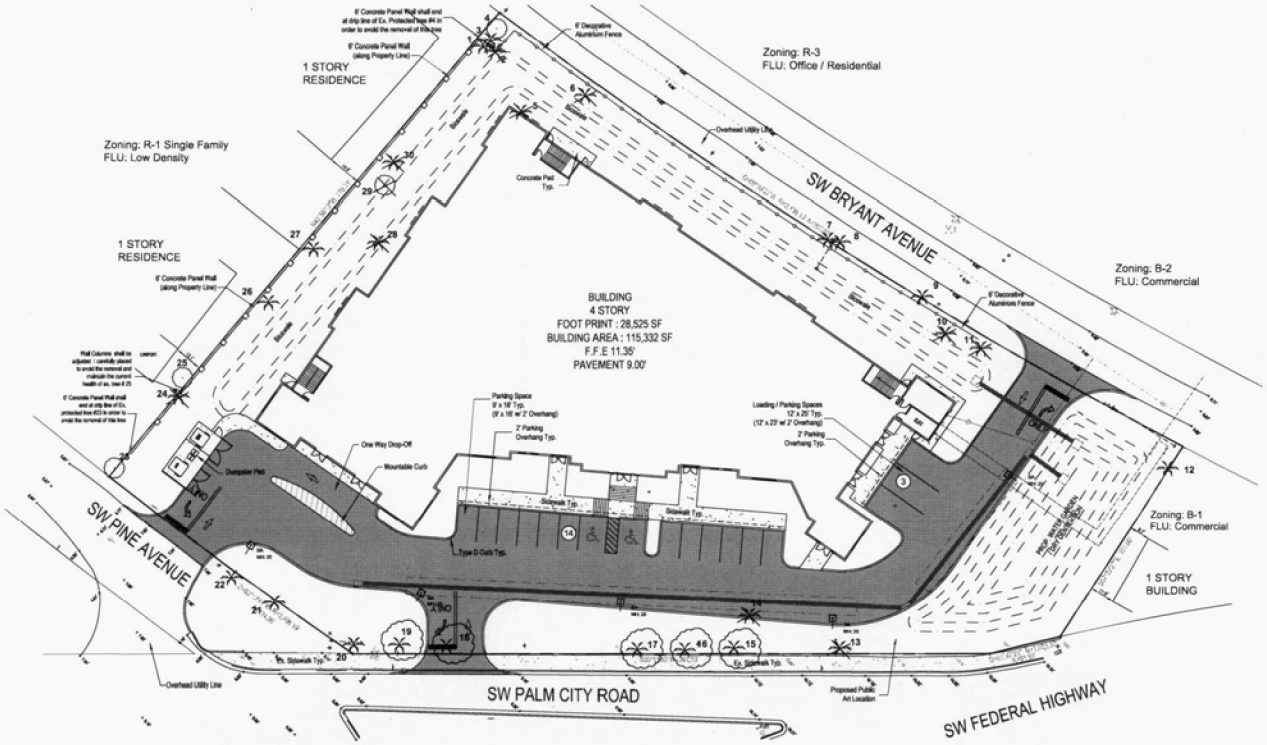
City of Stuart Florida

Site Plan

Job No.	17045
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-4-18 09-12-18
Revision Dates	09-26-18

Sheet 1 of 1


ABBREVIATIONS:
LEGAL DESCRIPTION
NOTES:
SURVEYOR'S CERTIFICATION:
LEGEND:
SW BRYANT AVENUE
SW FINE AVENUE
SW PALM CITY ROAD
SW FEDERAL HIGHWAY
GRAPHIC SCALE
TITLE COMMITMENT INFORMATION TABLE
HSQ GROUP, INC.
Engineers · Planners · Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 - 561.392.0221
CA26258 - LB7924
MAP OF ALTA/NSPS LAND TITLE SURVEY
H.W. BESSEY'S 2ND ADDITION
CITY OF STUART, MARTIN COUNTY, FLORIDA
SCALE: 1"=20'
DATE: 1/30/18
DRAWN BY: EC
FIELD BOOK: 478
CHECKED BY: DCL
SURVEY TYPE: BOUNDARY
PROJECT NUMBER
1712112
SHEET NUMBER
1 OF 1



Existing Tree Chart

Tree #	Common Name	Size	Comment	Protected	Status
1	Cabbage Palm	10' ct		No	Preserve
2	Cabbage Palm	20' ct		No	Remove
3	Cabbage Palm	10'ct		No	Preserve
4	Crumbs Limbo	10" Combined DBH	multi-trunk	Yes	Preserve
5	Cabbage Palm	10' - 18' ct.		No	Remove
6	Cabbage Palm	12' - 18' ct.		No	Remove
7	Cabbage Palm	10' ct.		No	Preserve
8	Cabbage Palm	10' ct.		No	Preserve
9	Cabbage Palm	10' ct.		No	Preserve
10	Cabbage Palm	18' ct.		No	Remove
11	Cabbage Palm	18' ct.		No	Remove
12	Cabbage Palm	8'-10' ct.		No	Preserve
13	Christmas Palm	8'-10' ct.	Triple	No	Remove
14	Christmas Palm	6'-8' ct.	Triple	No	Remove
15	Royal Palm	15' OW		No	Relocate
16	Royal Palm	12' - 13' OW		No	Relocate
17	Royal Palm	15' OW		No	Relocate
18	Royal Palm	15' OW		No	Relocate
19	Royal Palm	15' OW		No	Relocate
20	Royal Palm	15' OW		No	Preserve
21	Royal Palm	12' - 13' OW		No	Preserve
22	Royal Palm	15' OW		No	Preserve
23	Live Oak	10" DBH	Off-site	Yes	Preserve
24	Cabbage Palm	10' ct.		No	Remove
25	Live Oak	27" DBH	Off-site	Yes	Preserve
26	Cabbage Palm	9" DBH		No	Preserve
27	Cabbage Palm	17" DBH		No	Preserve
28	Cabbage Palm	11" DBH		No	Remove
29	Scrub Oak	40" Combined DBH	multi-trunk shrub	No	Remove
30	Cabbage Palm	10' ct.		No	Remove

Legend

- Existing Trees to be Preserved
- Existing Trees to be Removed
- Existing Palm Trees to be Relocated (5 - Royal Palms)

* Note: See Existing Tree Chart for more information

Scale: 1" = 20'

North

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Safe & Secure Self-Storage at Stuart

Florida

City of Stuart

Existing Tree / Removal Plan

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Job No.	17045
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-16-18
	09-12-18
Revision Dates	09-26-18

LP-1

Landscape Data

Total Site Area (80,332 SF) 1.85 Ac.
Landscape Area Required (20%) 0.37 Ac.
Landscape Area Provided (41%) 0.76 Ac.

1 Tree per 2,500 sf of Development site (Min. 50% Shade Trees)

Development Site 80,332 sf (1.85 Ac.)
Total Trees Required (80,332 sf / 2,500 sf) 33 Total Trees
Shade Trees Required (33 Req. Trees x 50%) 17 Trees
Total Trees Provided 85 Total Trees
(44 Trees = 64 Palms @ 2:1 + 6 Palms @ 1:1 + 1 Ex. Tree + 5 Ex. Palms @ 2:1 + 6 Ex. / Relocated Palms at 1:1)
Shade Trees Provided 45 Trees

Perimeter Landscaping Adjacent to Streets

10' Min. Landscape Buffer- 1 Tree per 30 LF and perimeter hedge required. Not less than 25% of strip shall be groundcover.

SW Palm City Road:
Trees Required: (313 LF / 30) = 11 Trees
Trees Provided: = 14 Trees
(3 Trees + 8 Palms @ 2:1 + 7 Palms @ 1:1)

SW Pine Avenue:
Trees Required: (135 LF / 30) = 5 Trees
Trees Provided: = 6 Trees
(2 Trees + 3 Palms @ 2:1 + 3 Palms @ 1:1)

SW Bryant Avenue:
Trees Required: (338 LF / 30) = 12 Trees
Trees Provided: = 24 Trees
(13 Trees + 22 Palms @ 2:1)

Transitional Landscape Buffers (development Incompatibility)

One Tree Per 30 LF. Buffer shall include a buffer screen the width of which is 25 percent of the width of the required buffer. The buffer screen shall include a six-foot high wall or fence with five-foot wide landscape area located along the property line. Where a proposed non-residential development will abut a residential development,the five-foot wide landscape area shall be located outside the six-foot high wall or fence.
Sec. 6.04.06 B (4) - No Structure, mechanical equipment, trash receptacles, parking area or internal driveways shall be located in the common boundary buffer within 15 feet of the property line.

South Boundary: - Abutting Single family
Required Buffer Width : 55' (25' + 10' for each additional bldg. story)
Provided Buffer Width : 30'
Required Buffer Screen : 13.75 '(55' Buffer width x 25%)
Provided Buffer Screen : 15' - 30'
Total Linear Feet : 270'
Trees Required: (270 LF / 30) = 9 Trees
Trees Provided: = 21 Trees
(10 Trees + 1 Ex. Tree + 4 Ex. Palms @ 2:1 + 17 Palms @2:1)

Perimeter Landscaping Adjacent to Private Property:

5' Min. Landscape Buffer - 1 Tree per 30 LF and perimeter hedge required. Not less than 25% of strip shall be groundcover.

Along North Property Line (Commercial):
Trees Required: (101 LF / 30) = 4 Trees
Trees Provided: = 10 Trees
(7 Trees + 1 Ex. Palms @ 2:1 + 5 Palms @ 2:1)

Interior Landscaping around Perimeter of Building:

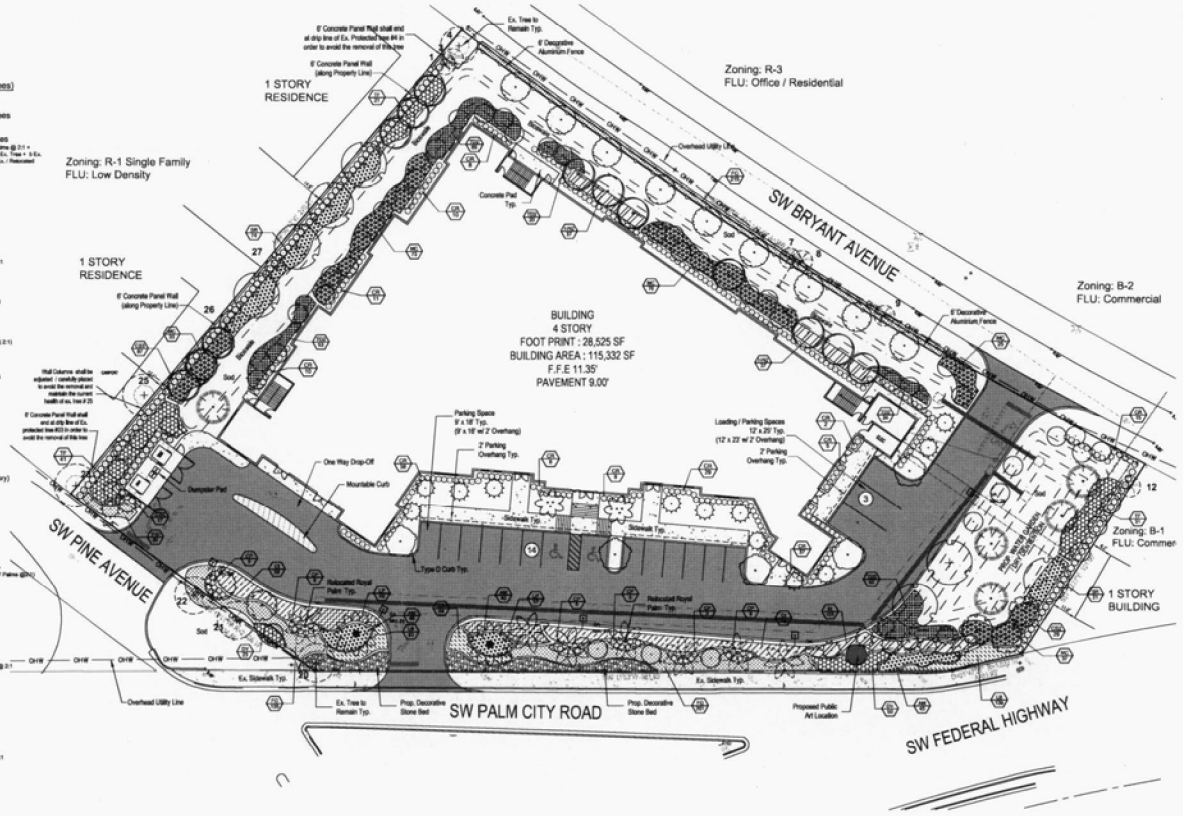
A 5' min. landscape strip shall be provided along all sides of the building which abut a parking area. This strip shall contain 1 Tree per 30 LF and hedge.
Trees Required: (364 LF / 30) = 12 Trees
Trees Provided: = 12 Trees
(4 Trees + 2 Palms @ 1:1 + 12 Palms @ 2:1)

Interior Landscaped Islands:

Each interior island shall contain a min. of 1 shade tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24".
Trees Required: = 1 Tree
Trees Provided: = 1 Tree

Interior Terminal Landscaped Islands:

Each interior island shall contain a min. of 1 shade tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24".
Trees Required: = 4 Trees
Trees Provided: = 4 Trees



Legend

Existing Trees to be Preserved

Relocated Palm Trees (5 - Royal Palms)

* Note: See Existng Tree Chart on sheet LP-1 for more information

Scale: 1" = 20'
0' 10' 20' 40' 80'
North

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Landscape Plan

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Job No. 17045
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 06-4-18
08-12-18
Revision Dates 01-28-19

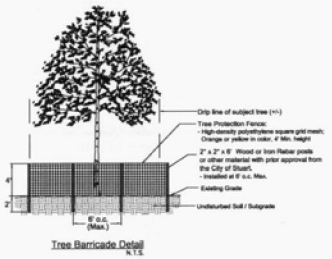
LP-2

TREE SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE	NATIVE
	13	Green Buttonwood / Conocarpus erectus	12" HT. x 6" Spr. Min.	Yes
	5	Japanese Blueberry Tree / Elaeocarpus decipiens TM	12" HT. x 6" Spr. Min.	No
	5	Crape Myrtle / Lagerstroemia Indica " Muskogee "	12" HT. x 6" Spr. Min.	No
	9	Crape Myrtle Coral Pink / Lagerstroemia x "Tuscarora"	12" HT. x 6" Spr. Min.	No
	4	Japanese Privet / Ligustrum japonicum	8' - 9' Ht. x 8' - 9' Spr., Multi-trunk, 4" ct.	No
	7	Southern Live Oak / Quercus virginiana	12" HT. x 6" Spr. Min.	Yes
	5	Bald Cypress / Taxodium distichum	12" HT. x 6" Spr. Min.	Yes
PALM TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE	NATIVE
	2	Silver Bismark Palm / Bismarckia nobilis 'Silver' 1:1 ratio	10' CT Min.	No
	2	Alexander Palm / Ptychosperma elegans 1:1 ratio	10' ct. Min., Triple Specimen	No
	2	Royal Palm / Roystonea regia 1:1 ratio	10' CT Min.	Yes
	45	Cabbage Palm / Sabal palmetto 2:1 ratio	10' CT Min.	Yes
	23	Mexican Fan Palm / Washingtonia robusta 2:1 ratio	10' CT Min.	No

SHRUB SCHEDULE

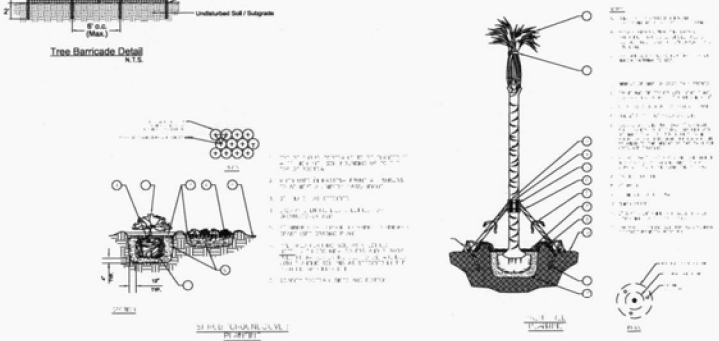
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
CR	266	Red Tip Cocoplum / Chrysobalanus Icaco 'Red Tip'	3 gal	20 - 24" HT., FULL	Yes	30" o.c.
CS2	48	Small-Leaf Clusia / Clusia guttifera	3 gal	20 - 24" HT., FULL	Yes	36" o.c.
CS3	85	Small-Leaf Clusia / Clusia guttifera	7 gal	36" - 42" HT., Full	Yes	36" o.c.
ACCENT	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
CP	49	Bravo Croton / Codiaeum variegatum 'Petra'	3 gal	18" - 24" Ht., Full		30" o.c.
SHRUBS / GROUND COVERS	QTY	COMMON NAME / BOTANICAL NAME	SIZE	DETAILS	NATIVE	SPACING
AM	133	Foxtail Fern / Asparagus meyeri	3 gal	* Full pot	No	24" o.c.
CI	151	Coco Plum / Chrysobalanus Icaco	3 gal	20" -24" Ht., Full	Yes	30" o.c.
DV	73	Variigated Flax Lily / Dianella tasmanica 'Variegata'	3 gal	Full	No	24" o.c.
FG	581	Green Island Ficus / Ficus microcarpa 'Green Island'	3 gal	Full	Yes	24" o.c.
HN2	74	Dwarf Firebush / Hamelia nodosa	3 gal	Full	Yes	30" o.c.
IX	101	Red Ixora / Ixora coccinea 'Maui Red'	3 gal	Full	No	24" o.c.
LB	320	Big Blue Lilyturf / Liriope muscari 'Big Blue'	1 gal	* Full pot	No	16" o.c.
LP	106	Purple Leaf Fringe Flower / Loropetalum chinense rubrum 'Plum Delight' TM	3 gal	Full	No	24" o.c.
MC	244	Pink Muhly / Muhlenbergia capillaris	1 gal	Full	Yes	36" o.c.
SR	95	Saw Palmetto / Serenoa repens	1 gal	Full	Yes	36" o.c.
TF	93	Fakahatchee Grass / Tripsacum dactyloides	1 gal	Full	Yes	42" o.c.
TD2	226	Dwarf Fakahatchee / Tripsacum floridanum	1 gal	Full	Yes	30" o.c.

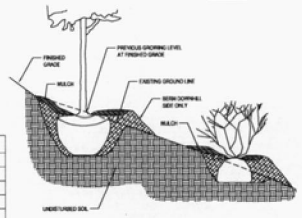


Tree Barricade Detail
N.T.S.

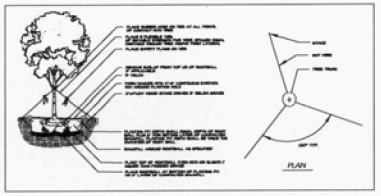
Tree Protection Notes

1. Existing trees that are to be preserved shall be barricaded according to the City's regulations.
2. Tree Protection Barricades shall be erected prior to the commencement of any work. All barricades must be maintained intact for the duration of construction.
3. Barricades must be constructed around the critical protection zone of each tree or cluster of trees.
4. During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be:
   A. No trenching or cutting of roots
   B. No fill, compaction or removal of soil; and
   C. No use of concrete, paint, chemicals or other foreign substances
5. Barricades shall be constructed of a yellow or orange high density polyethylene square grid mesh fence with a min. height of 4 feet. Fencing shall be secured to posts with nylon cable ties at the top middle and bottom of each post. Posts shall be a 2"x 2" x 6' wood or iron rebar or other material with prior approval from The City of Stuart. Posts shall be spaced a max. of 8' o.c.





PLANTING ON SLOPE
N.T.S.



TREE PLANTING DETAIL
N.T.S.

Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
2. Trees of species whose canopy could be damaged by or could cause damage to overhead power lines shall not be planted closer than a horizontal distance from overhead power lines of 30 feet for large-sized trees and 20 feet for medium-sized trees. Planting near pad mounted transformers shall not restrict access to or maintenance of the transformer, and a five foot clearance is recommended.
4. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
5. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
6. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and uses and to the general public.
7. All irrigation systems shall include a "rain switch" to monitor rain levels and irrigation needs.
8. Xeriscape areas must have a readily available water supply to provide temporary irrigation until plantings are established.
9. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained in an undisturbed state as provided in Chapter 9, Resource Protection Related Development Standards.
10. All prohibited, exotic, and invasive species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
11. Mulch shall be installed in all planting areas to a minimum depth of two to three inches.
12. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, notes 546 regarding visibility triangles.
13. All walls and fences shall be maintained in good condition so as to present a neat and orderly appearance and shall be kept free from graffiti.
14. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
15. To assure the health and survival of protected trees that are not to be removed, the contractor shall avoid the following kinds of tree injuries during all development activities: a. Mechanical injuries to roots, trunk, and branches, b. Injuries by chemical poisoning, c. Injuries by grade changes, d. Injuries by excavations, fir and e. Injuries by paving.
16. Prior to any land preparations or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone.
17. No attachment, wires (other than supportive wires), signs or permits may be fastened to any protected tree.
18. No equipment, construction materials or debris of any kind shall be placed within the protective barrier.

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Safe & Secure Self-Storage at Stuart

City of Stuart Florida

Landscape Specifications

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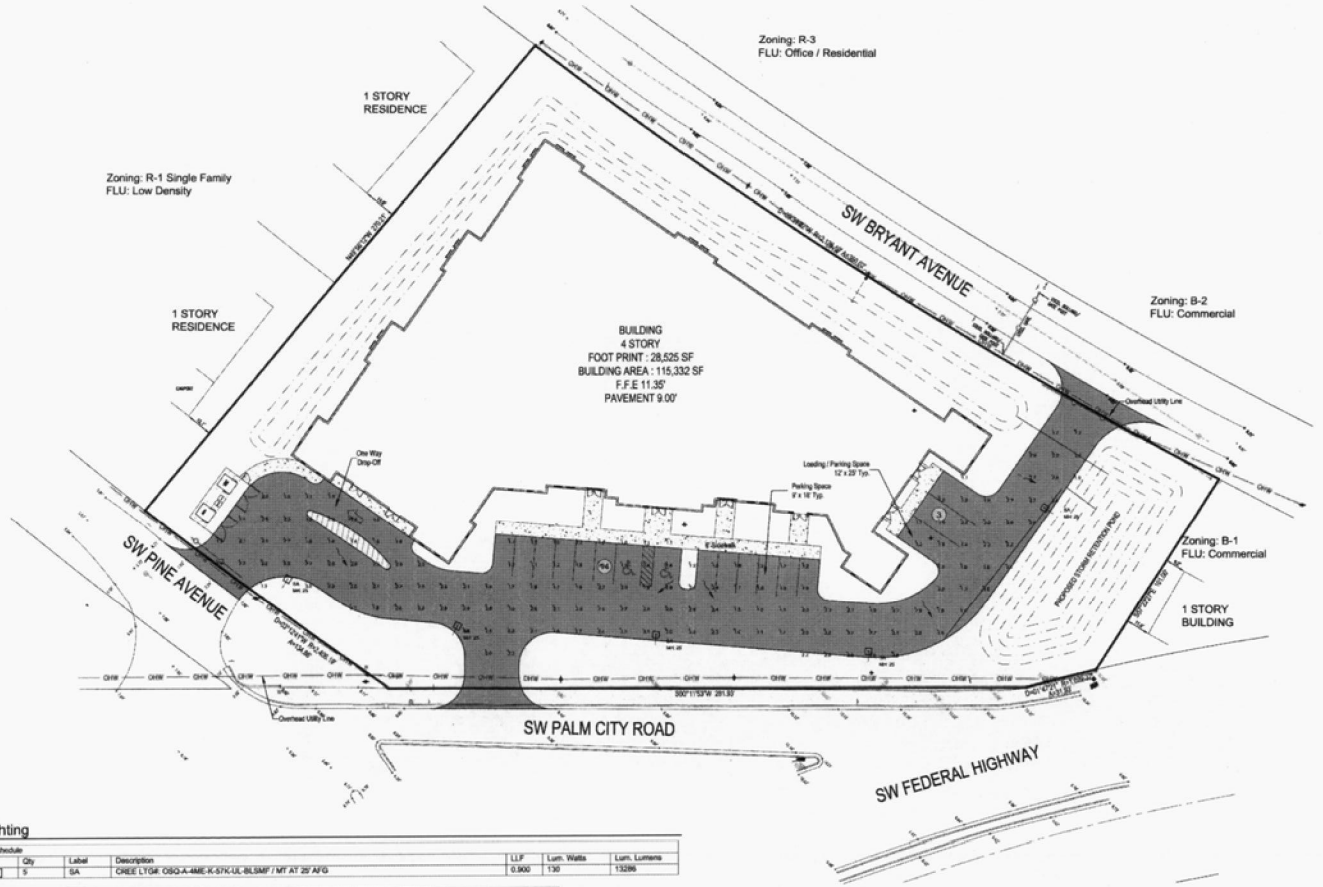
Job No.	17049
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-4-18
	09-12-18
Revision Dates	09-26-18

LP-3



Site Lighting

Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Lum. Watts	Lum. Lumens
	9	SA	CREE LTG# OSQ-A-4ME-K-57K-UL-BLSMF / MT AT 25' AFG	0.900	130	13286

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREAS	Illuminance	Fc	1.98	3.3	1.0	1.98	3.30

GENESIS LIGHTING

Lighting Photometric Plan prepared by Genesis Lighting

Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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Site Lighting Plan

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Job No. 13045
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 8-2-18
Revision Dates

L-1



REAR (WEST) ELEVATION

SCALE: 1/8" = 1'-0 (SW BRYANT AVE)



LEFT (SOUTH) ELEVATION

SCALE: 1/8" = 1'-0

GOOD& EDWARD DESIGN STUDIOS

28245 Highway 74
Main Street
Evergreen, CO 80439

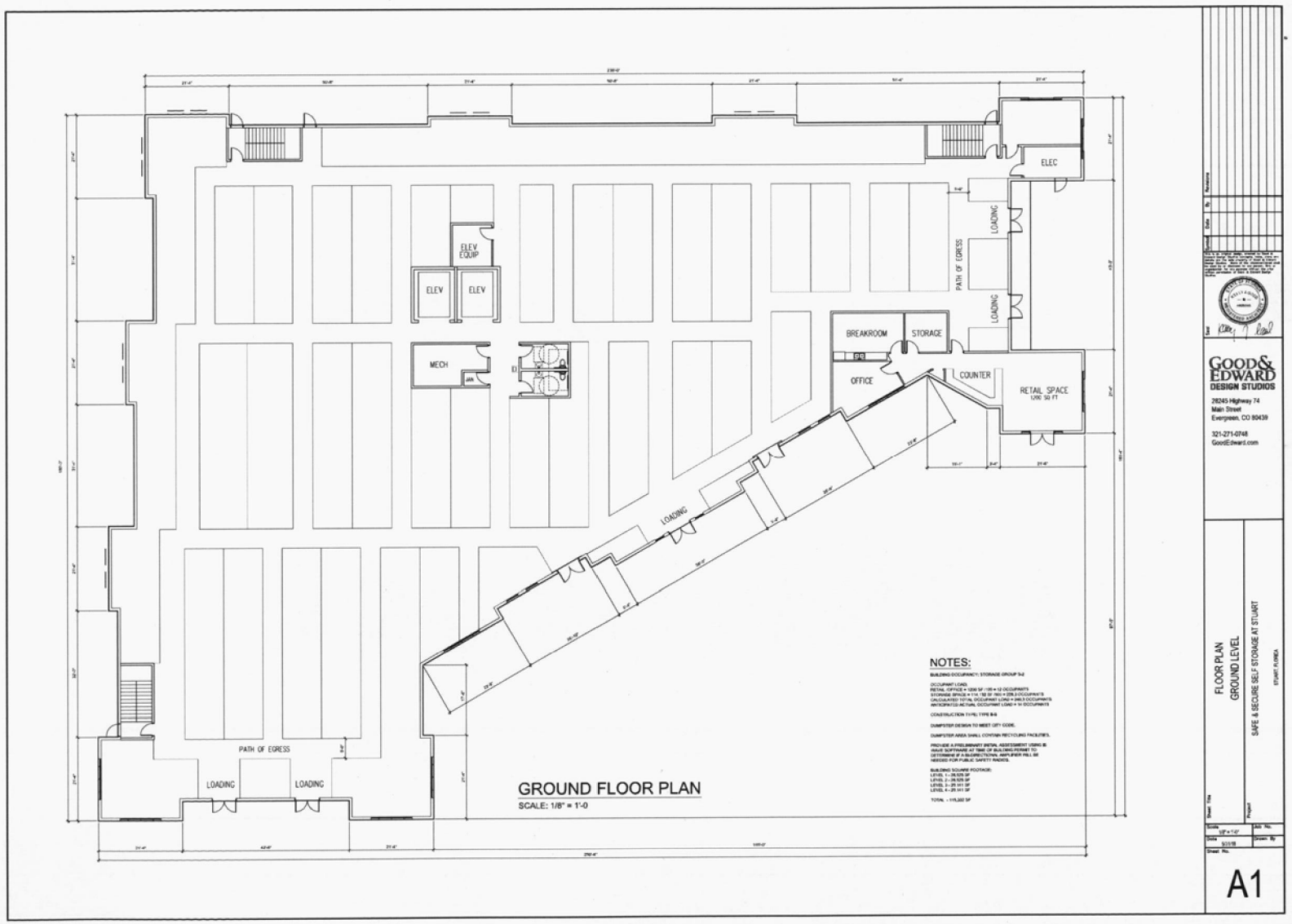
321-271-0748
GoodEdward.com

ELEVATIONS

SAFE & SECURE SELF STORAGE AT STUART

STUART, FLORIDA

A7


ELEC
ELEV EQUIP
ELEV
ELEV
MECH
MEN
WOMEN
BREAKROOM
STORAGE
OFFICE
COUNTER
RETAIL SPACE
1,000 SQ FT
LOADING
PATH OF EGRESS
LOADING
LOADING
PATH OF EGRESS
LOADING
LOADING
GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0
NOTES:
BUILDING OCCUPANCY: STORAGE GROUP S-2
OCCUPANT LOAD:
CONSTRUCTION TYPE: TYPE II-B
DUMPSTER DESIGN TO MEET CITY CODE.
DUMPSTER AREA SHALL CONTAIN RECYCLING FACILITIES.
BUILDING SQUARE FOOTAGE:
LEVEL 1 - 28,525 SF
LEVEL 2 - 28,525 SF
LEVEL 3 - 25,911 SF
LEVEL 4 - 25,911 SF
TOTAL - 119,582 SF
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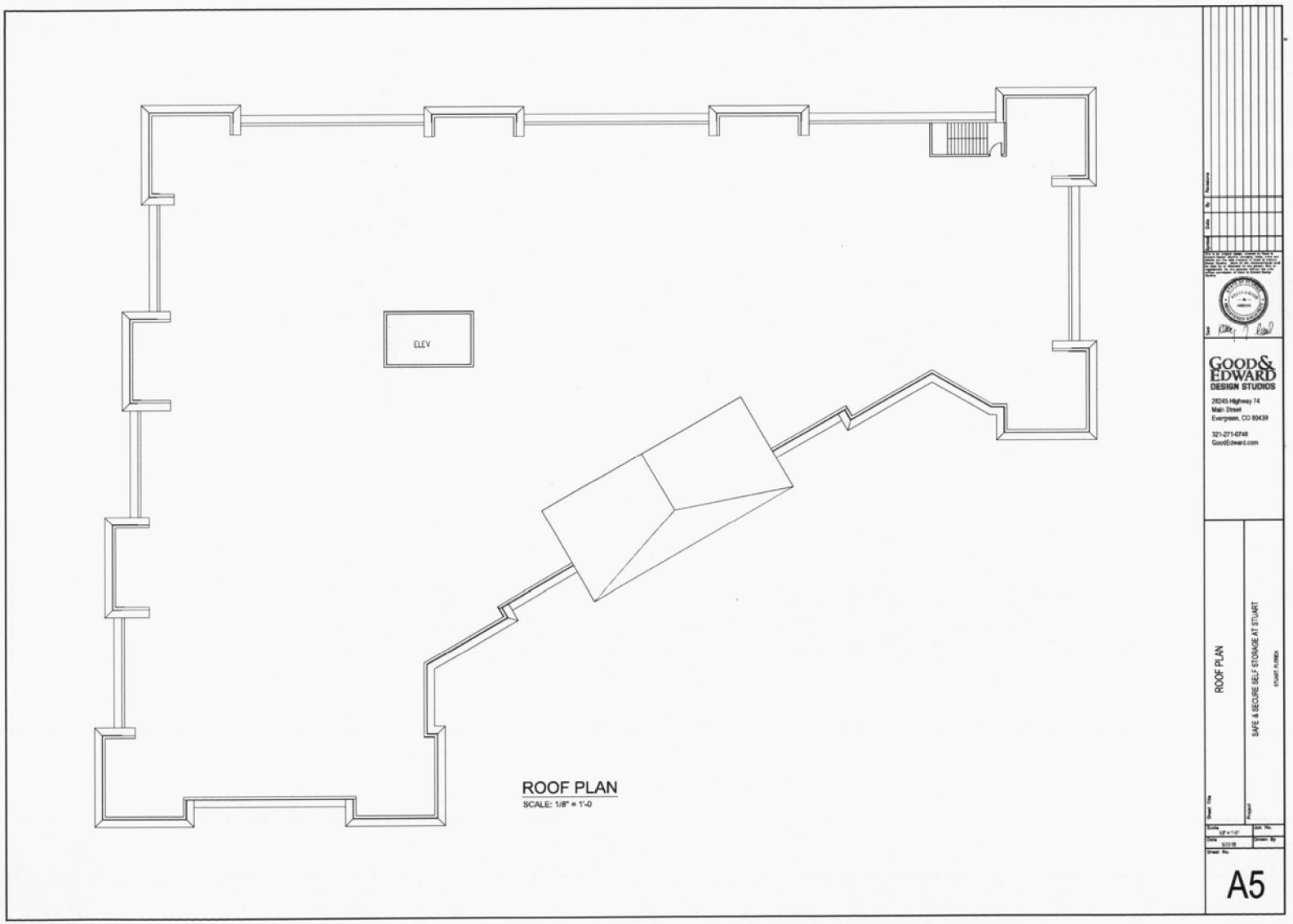
FLOOR PLAN
GROUND LEVEL
SAFE & SECURE SELF STORAGE AT STUART
STUART, FLORIDA
Scale
1/8" = 1'-0"
Date
5/31/18
Job No.
Drawn By
Sheet No.
A1


ELEV
ROOF PLAN
SCALE: 1/8" = 1'-0
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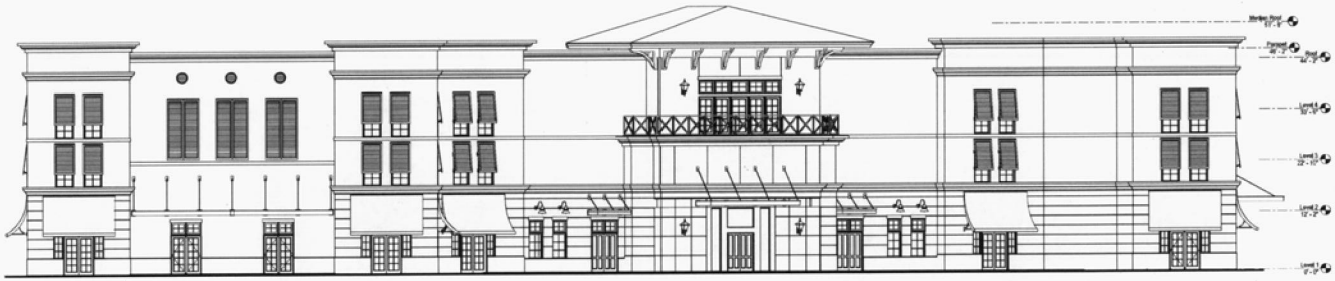
ROOF PLAN
SAFE & SECURE SELF STORAGE AT STUART
A5



FRONT (EAST) ELEVATION

SCALE: 1/8" = 1'-0 (SW PINE AVE & SW PALM CITY RD)



RIGHT (NORTH) ELEVATION

SCALE: 1/8" = 1'-0

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ELEVATIONS

SAFE & SECURE SELF STORAGE AT STUART

Sheet No.

A6



REAR (WEST) ELEVATION

SCALE: 1/8" = 1'-0 (SW BRYANT AVE)



LEFT (SOUTH) ELEVATION

SCALE: 1/8" = 1'-0

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ELEVATIONS

SAFE & SECURE SELF STORAGE AT STUART

STUART, FLORIDA

A7

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk Department
Mary R. Kindel
City Clerk

mkindel@ci.stuart.fl.us

December 6, 2018

Clerk of the Circuit Court
Attn: Recording
P.O. Box 9016
Stuart, FL 34995

RE: PLEASE RECORD:
Ordinance 2383-2018; Safe and Secure Self-Storage at Stuart CPUD – Rezoning & Final Site Plan Approval

Please record the above named documents into the public records of Martin County. Upon completion, please return the original document back to my attention via inter-office mail.

Should you have any questions or comments, please do not hesitate to contact me at 772-288-5306 or mkindel@ci.stuart.fl.us.

Thank you,

Mary R. Kindel
City Clerk

Enc.

Invoice No. 705

CITY OF STUART

INVOICE

Customer

Name: Safe & Secure Self-Storage

City: State:

Phone:

Misc

Date: 11/29/2018

Order No.:

Rep:

FOB:

Qty	Description	Unit Price	TOTAL
	Project Name: Ordinance No. 2383-2018, Safe & Secure Self-Storage		
	Recording Cost: 15 pages	129.00	$129.00
	RECORDCC 001-208100		
	Project Name: MISCREV		
	Advertising Fees: Palm Beach Post 11/1/2018	103.20	$103.20
	RECORDCC 001-208100.		
		SubTotal	$232.20
		Shipping	$0.00
	Tax Rate(s)	0.00	$0.00
			$232.20
		Balance Due	$232.20

Payment Select One...

Comments **PAYMENT DUE UPON RECEIPT**

Name:

CC #:

Expires:

Office Use Only: 12/6/18

pd ck# 10571 to City

PLEASE MAKE CHECK PAYABLE TO: City of Stuart
Mail or deliver to the City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994

QUESTIONS OR COMMENTS REGARDING THIS INVOICE SHOULD BE DIRECTED TO THE CITY OF STUART AT 772-288-5306

Invoice No. 708

Stuart

CITY OF STUART

INVOICE

Customer

Name: Safe & Secure Self Storage

City: State:

Phone:

Misc

Date: 12/6/2018

Order No.:

Rep:

FOB:

Qty	Description	Unit Price	TOTAL
	Project Name: Ordinance No. 2383-2018, Safe and Secure Self-Storage		
	Recording Cost: Additional 11 Pages (exhibits)	95.00	$95.00
	RECORDCC 001-208100		
	Project Name: MISCREV **Advertising Fees:**		
	RECORDCC 001-208100.		

SubTotal		$95.00
Shipping		$0.00
Tax Rate(s)	0.00	$0.00
Balance Due		$95.00

Payment Select One...

Comments **PAYMENT DUE UPON RECEIPT**

Name:

CC #:

Expires:

Office Use Only: 12/6/18

pd ck#3816 to City

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CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **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.

On February 10, 2020, the City Commission voted approval on first reading and requested that staff add language to condition the City's signature of the Ordinance on the final reinstallation of water and power service to the adjacent single family lots, in order to properly align the placement with the property lines that have been established due to the use of the subject property for the establishment of the buildable single family lots.

Funding Source:

N/A

Recommended Action:

Recommend approval of Ordinance No. 2428-2020 on February 24, 2020 on second reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2428-2020	2/14/2020	Ordinance add to Y drive
🗋	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. Prior to the execution and recording of this Ordinance by the City, the owner shall verify to the City that proper City of Stuart Water Utilities and Florida Power and Light (FPL) connections have been installed for property at 1513 and 1515 SE 5th Street.

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

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

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

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

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

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Medalist Building Group, LLC

_____

Print Name: _____

_____
Jeremy LeMaster, MGMR

_____

Print Name: _____

_____

Print Name: _____

_____
Greg O'Mahony, Owner

_____

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 _____

The above Ordinance, Acceptance and Agreement was acknowledged before me this

_____day of _____, 2020, by Greg O'Mahony

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,

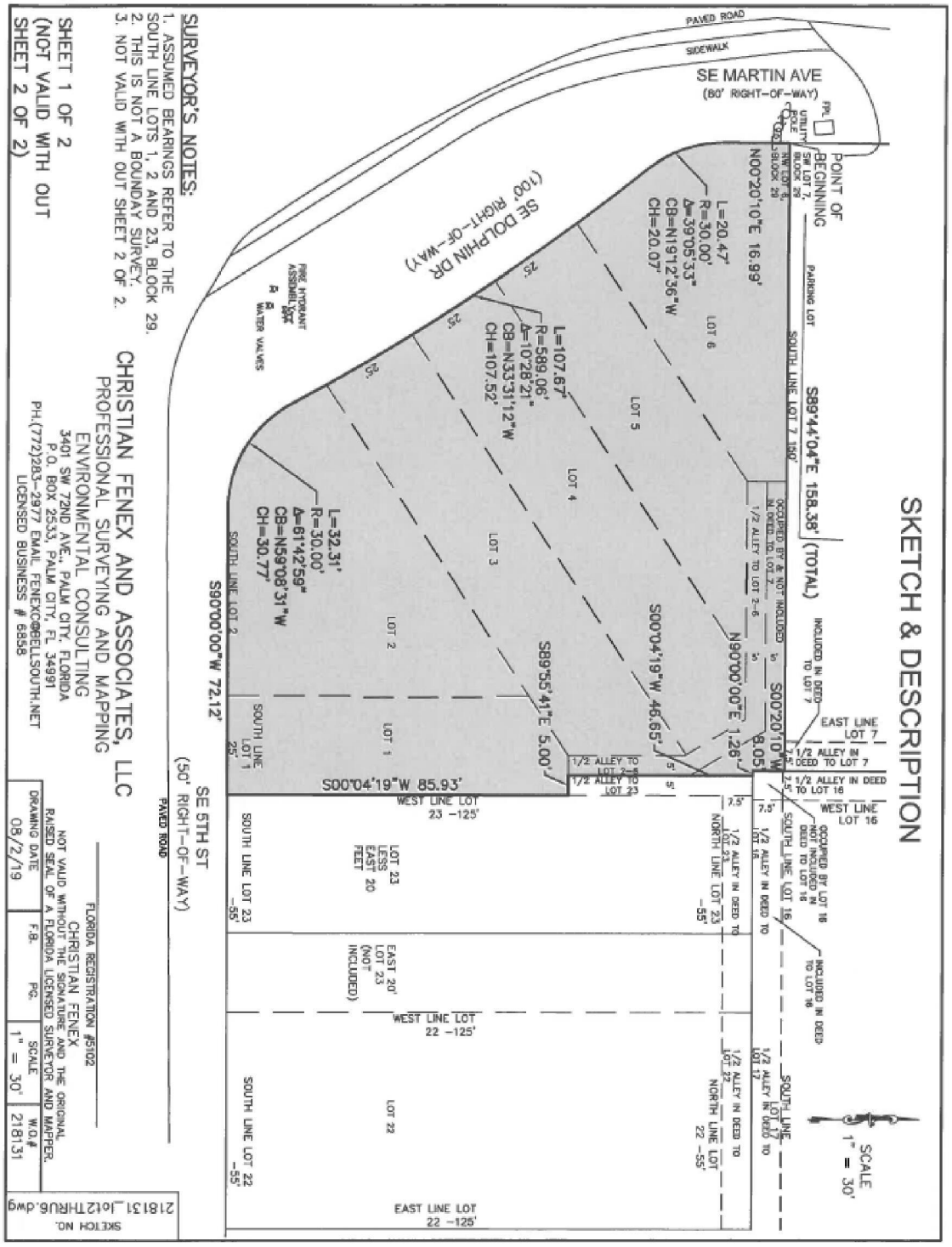
ALSO THE WESTERLY HALF OF ABANDONED ALLEY ABUTTING REAR OF LOT 3, ALL OF THE ALLEY NORTH AND WEST OF AND ABUTTING LOTS 4, 5 AND 6, SAID BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION;

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 ABANDONDED 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)

EXHIBIT "B"


SKETCH & DESCRIPTION
SURVEYOR'S NOTES:
1. ASSUMED BEARINGS REFER TO THE SOUTH LINE LOTS 1, 2 AND 23, BLOCK 29.
2. THIS IS NOT A BOUNDAY SURVEY.
3. NOT VALID WITH OUT SHEET 2 OF 2.
SHEET 1 OF 2
(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
LICENSED BUSINESS # 6858
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
DRAWING DATE 05/2/19
F.B. PG.
SCALE 1" = 30'
W.O.# 21813.1
SKETCH NO. 21813.1_Jo12THRU6.dwg
SE MARTIN AVE
(80' RIGHT-OF-WAY)
PAVED ROAD
SIDEWALK
SE DOLPHIN DR
(100' RIGHT-OF-WAY)
SE 5TH ST
(50' RIGHT-OF-WAY)
PAVED ROAD
POINT OF BEGINNING
SW LOT 7, BLOCK 29
NW LOT 6, BLOCK 29
N00°20'10"E 16.99'
S89°44'04"E 158.38' (TOTAL)
PARKING LOT
SOUTH LINE LOT 7 190'
L=20.47'
R=30.00'
Δ=39°05'33"
CB=N19°12'36"W
CH=20.07'
L=107.67'
R=589.06'
Δ=10°28'21"
CB=N33°31'12"W
CH=107.52'
L=32.31'
R=30.00'
Δ=61°42'59"
CB=N59°08'31"W
CH=30.77'
S90°00'00"W 72.12'
SOUTH LINE LOT 2
S00°04'19"W 85.93'
WEST LINE LOT 23 -125'
S89°55'41"E 5.00'
S00°04'19"W 46.65'
N90°00'00"E 1.26'
S00°20'10"W 8.05'
OCCUPIED BY & NOT INCLUDED IN DEED TO LOT 2
1/2 ALLEY TO LOT 2-6
1/2 ALLEY TO LOT 2
1/2 ALLEY TO LOT 23
INCLUDED IN DEED TO LOT 7
EAST LINE LOT 7
1/2 ALLEY IN DEED TO LOT 7
1/2 ALLEY IN DEED TO LOT 16
WEST LINE LOT 16
OCCUPIED BY LOT 16 NOT INCLUDED IN DEED TO LOT 16
SOUTH LINE LOT 16
INCLUDED IN DEED TO LOT 16
1/2 ALLEY IN DEED TO LOT 16
SOUTH LINE LOT 1 25'
SOUTH LINE LOT 23 -55'
LOT 23 LESS EAST 20 FEET
1/2 ALLEY IN DEED TO NORTH LINE LOT 23 -55'
EAST 20' LOT 23 (NOT INCLUDED)
WEST LINE LOT 22 -125'
SOUTH LINE LOT 22 -55'
1/2 ALLEY IN DEED TO LOT 22 NORTH LINE LOT 22 -55'
EAST LINE LOT 22 -125'
SCALE 1" = 30'
FIRE HYDRANT ASSEMBLY
WATER VALVES
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1

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

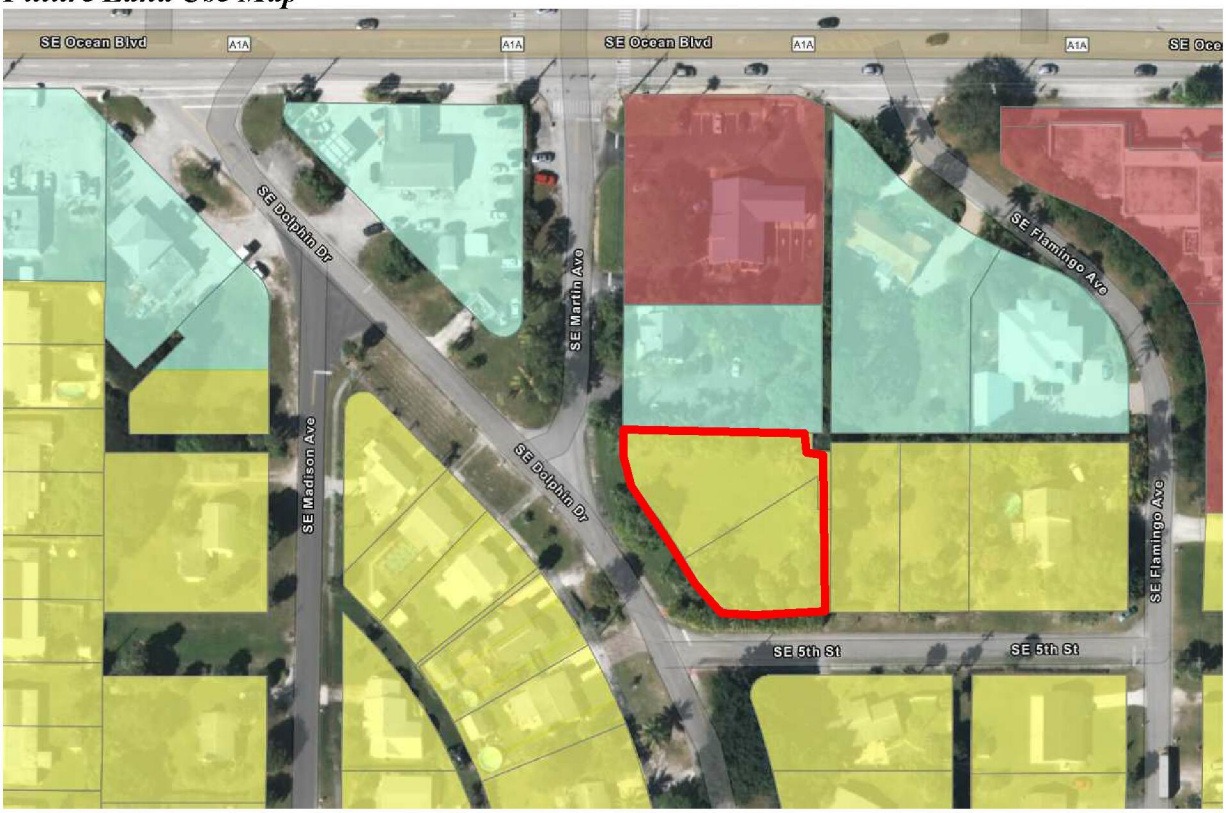
PROJECT SUMMARY		
Property Size (area)		0.42 acres
Present Use		Undeveloped
Subject Property Land Use		Residential Low Density
Adjacent FLU	*North*	Office/Residential
	South	Low Density Residential
	East	Low Density Residential
	West	Low Density Residential
Subject Property Zoning		CPUD
Adjacent Zoning	*North*	R-3
	South	R-1
	East	R-1
	West	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.

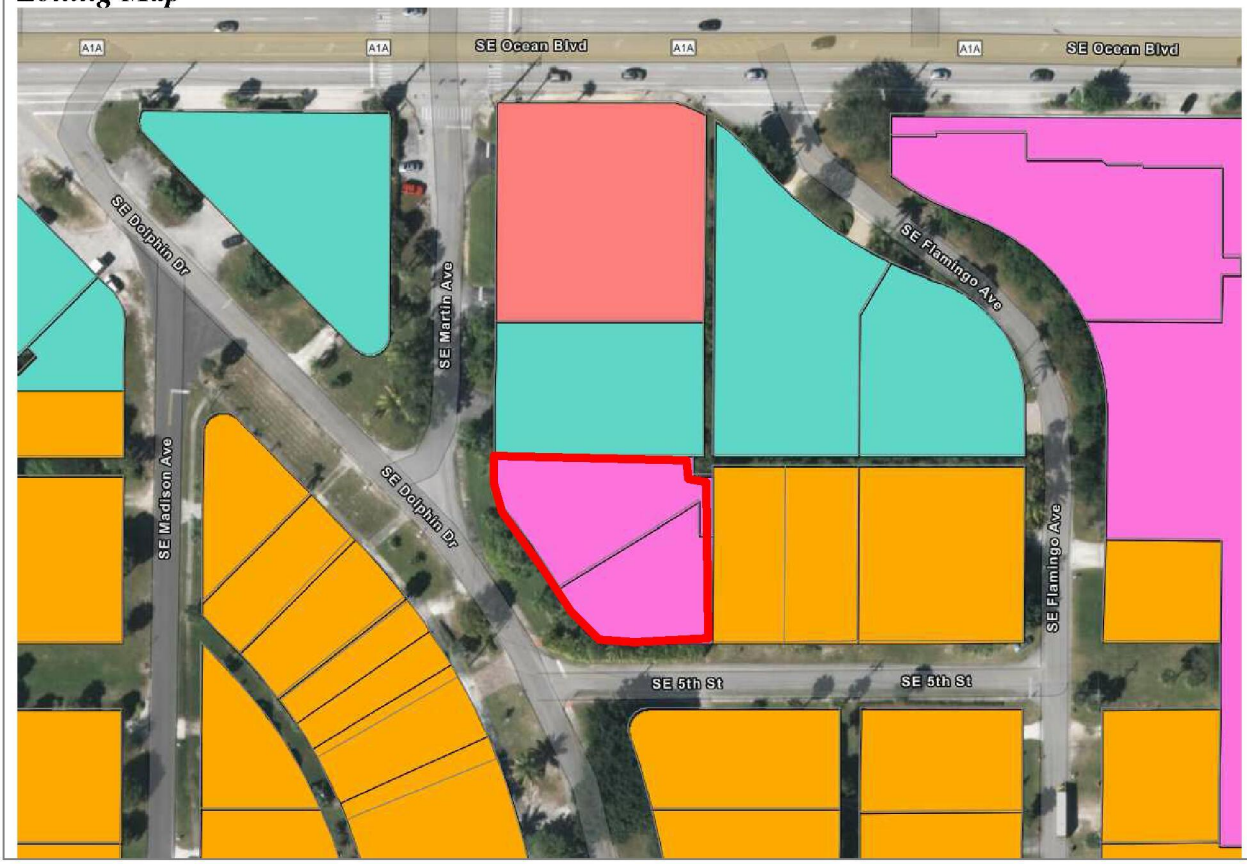
Aerial



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	City/State/Zip Code: PALM CITY, FL 34991
Title: JEREMY LEMASTER - MGMR	Telephone Number: 772-287-2010
Company: MEDALIST BUILDING GROUP, LLC	Facsimile Number:
Company Address: PO BOX 1067	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:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

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

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

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

4. Signed this 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:

DONNA H. BASS
MY COMMISSION # FF 954727
EXPIRES: January 27, 2020
Bonded Thru Notary Public Underwriters

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	3074 0797
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	3074 0797
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		

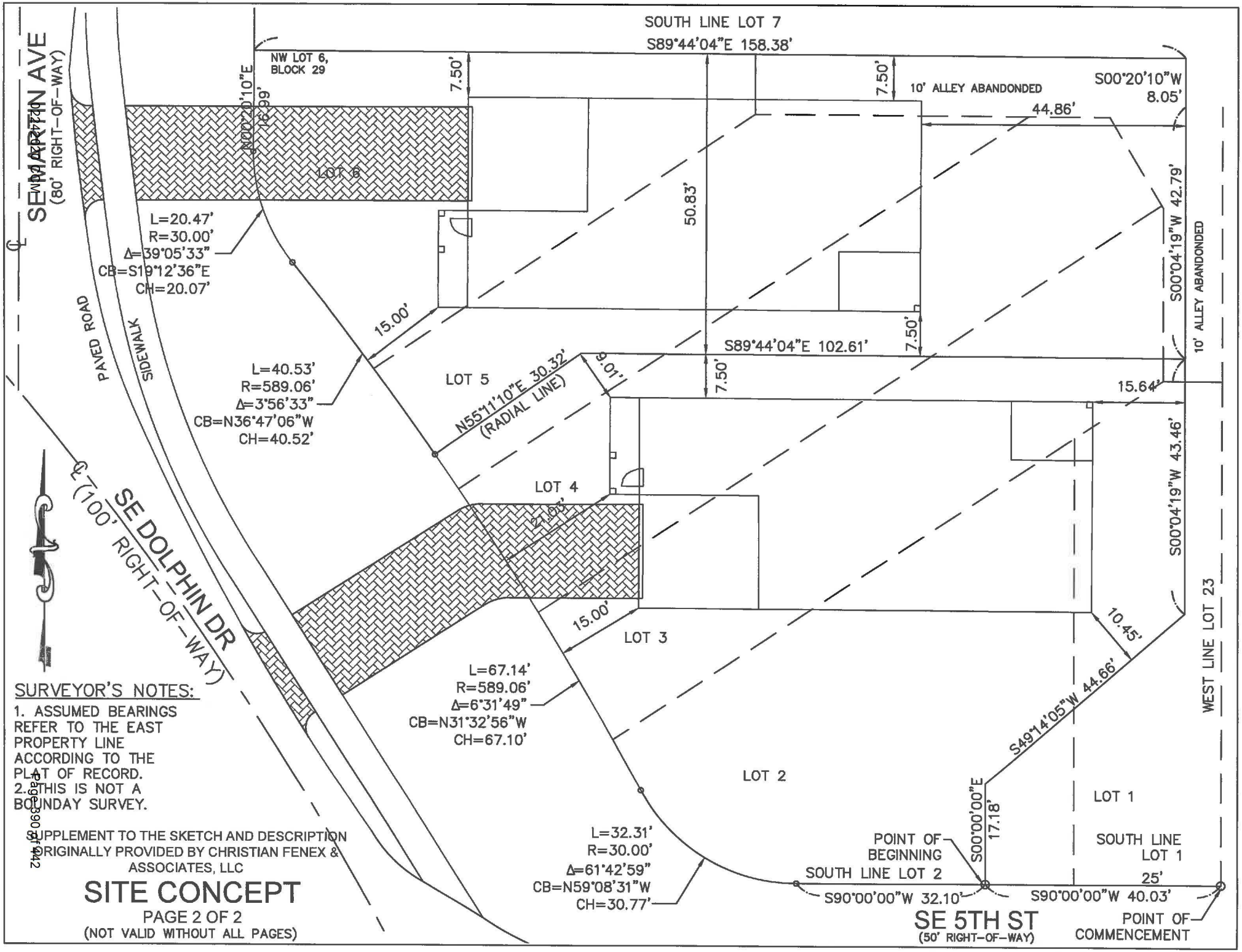
NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

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



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.

SUPPLEMENT TO THE SKETCH AND DESCRIPTION ORIGINALLY PROVIDED BY CHRISTIAN FENEX & ASSOCIATES, LLC

SITE CONCEPT

PAGE 2 OF 2

(NOT VALID WITHOUT ALL PAGES)

Page 2 of 2

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 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 ABANDONDED 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)

SURVEYOR'S NOTES:

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

CHRISTIAN FENEX AND ASSOCIATES, LLC
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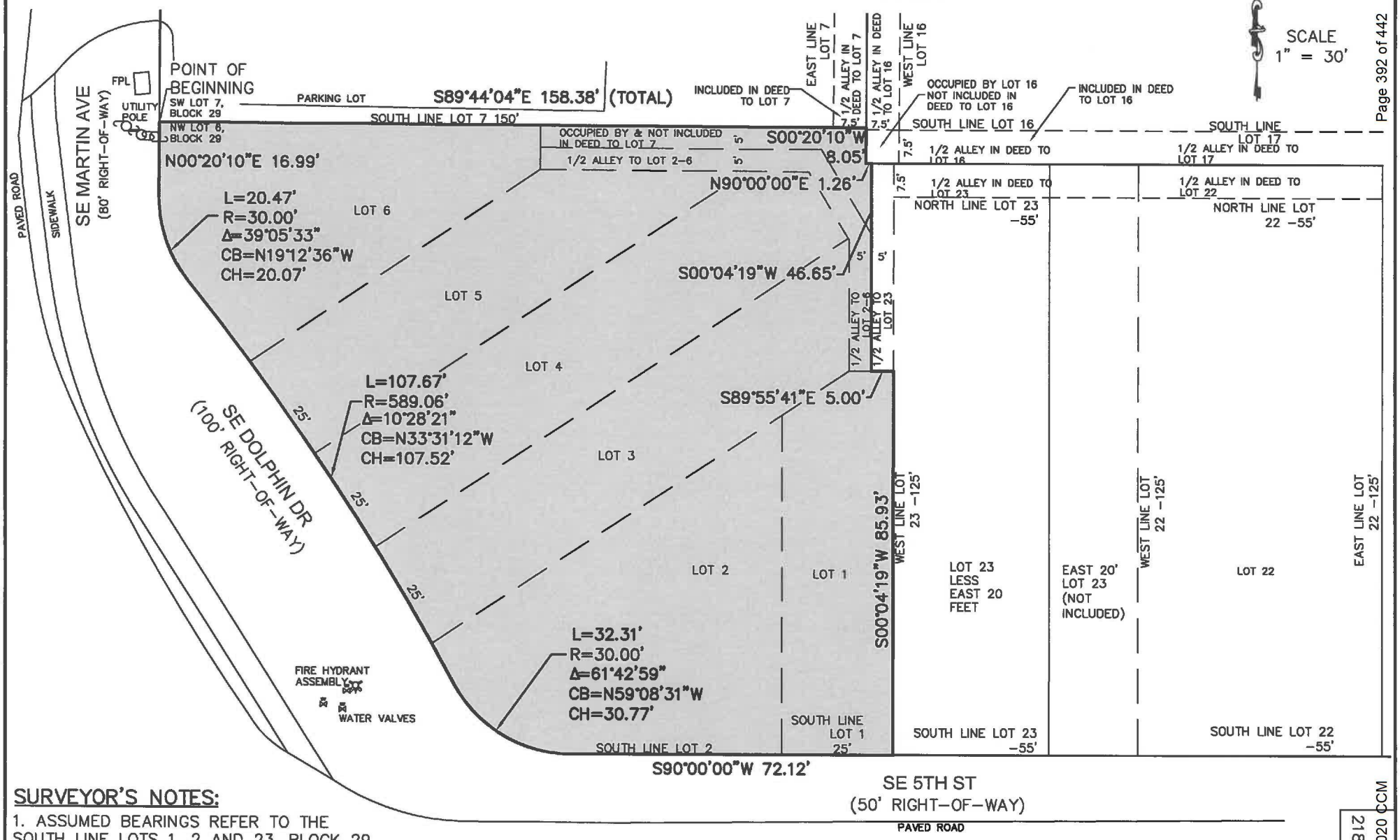
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858

02242020.CCM

SHEET 2 OF 2
(NOT VALID WITH OUT SHEET 1 OF 2)

SKETCH NO. 218131_lot2THRU6.dwg

SKETCH & DESCRIPTION



SURVEYOR'S NOTES:

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

SHEET 1 OF 2
(NOT VALID WITH OUT SHEET 2 OF 2)

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LICENSED BUSINESS # 6858

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.#
08/2/19			1" = 30'	218131

SKETCH NO. 02242020 CCM
218131_lot2THRU6.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.

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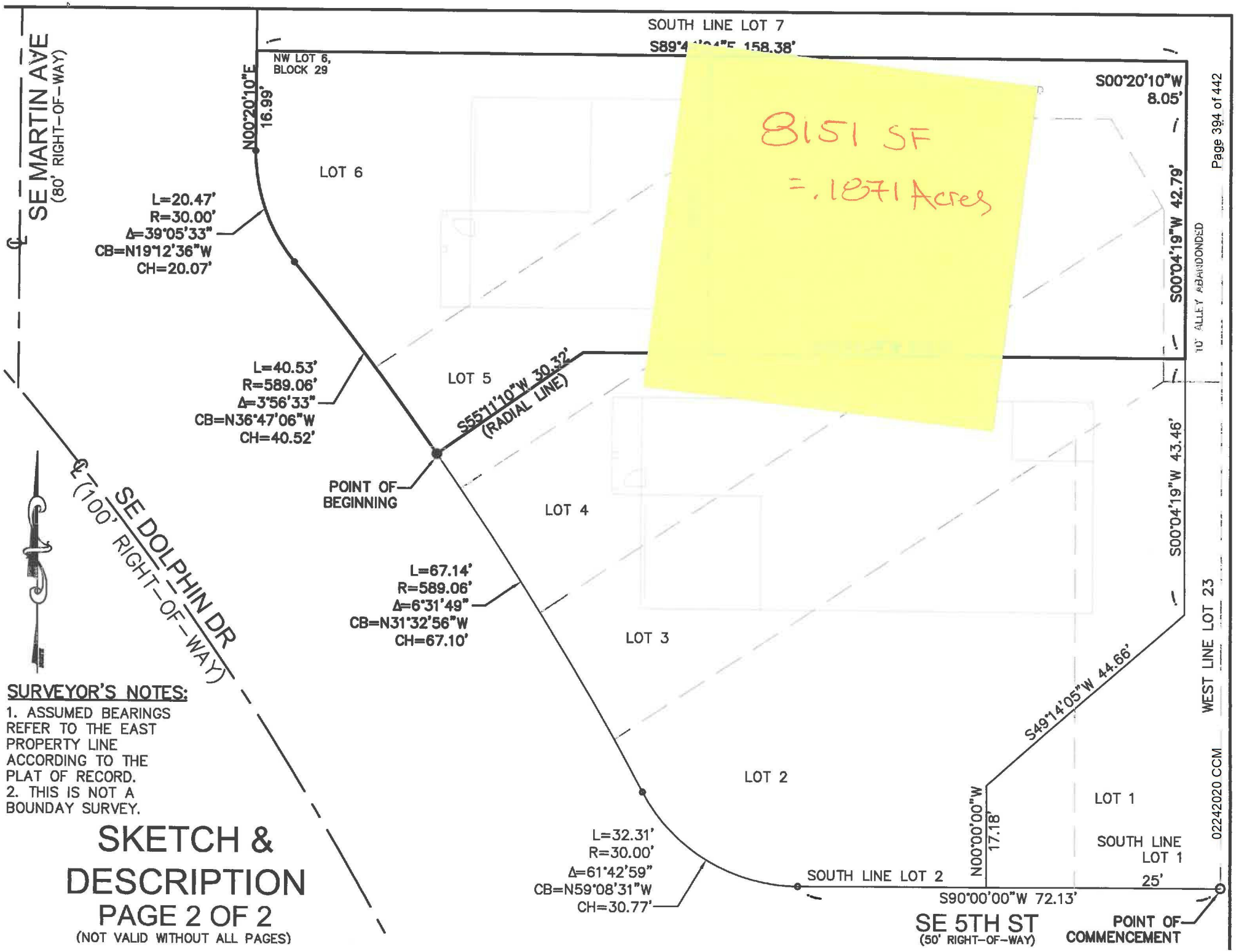
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWING DATE	F.B. PG.	SCALE	W.O.#
08/15/19	A5/56	1" = 20'	218131

218131_lots3-6.dwg



02242020 CCM

SURVEYOR'S NOTES:

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

SKETCH & DESCRIPTION

PAGE 2 OF 2

(NOT VALID WITHOUT ALL PAGES)

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.

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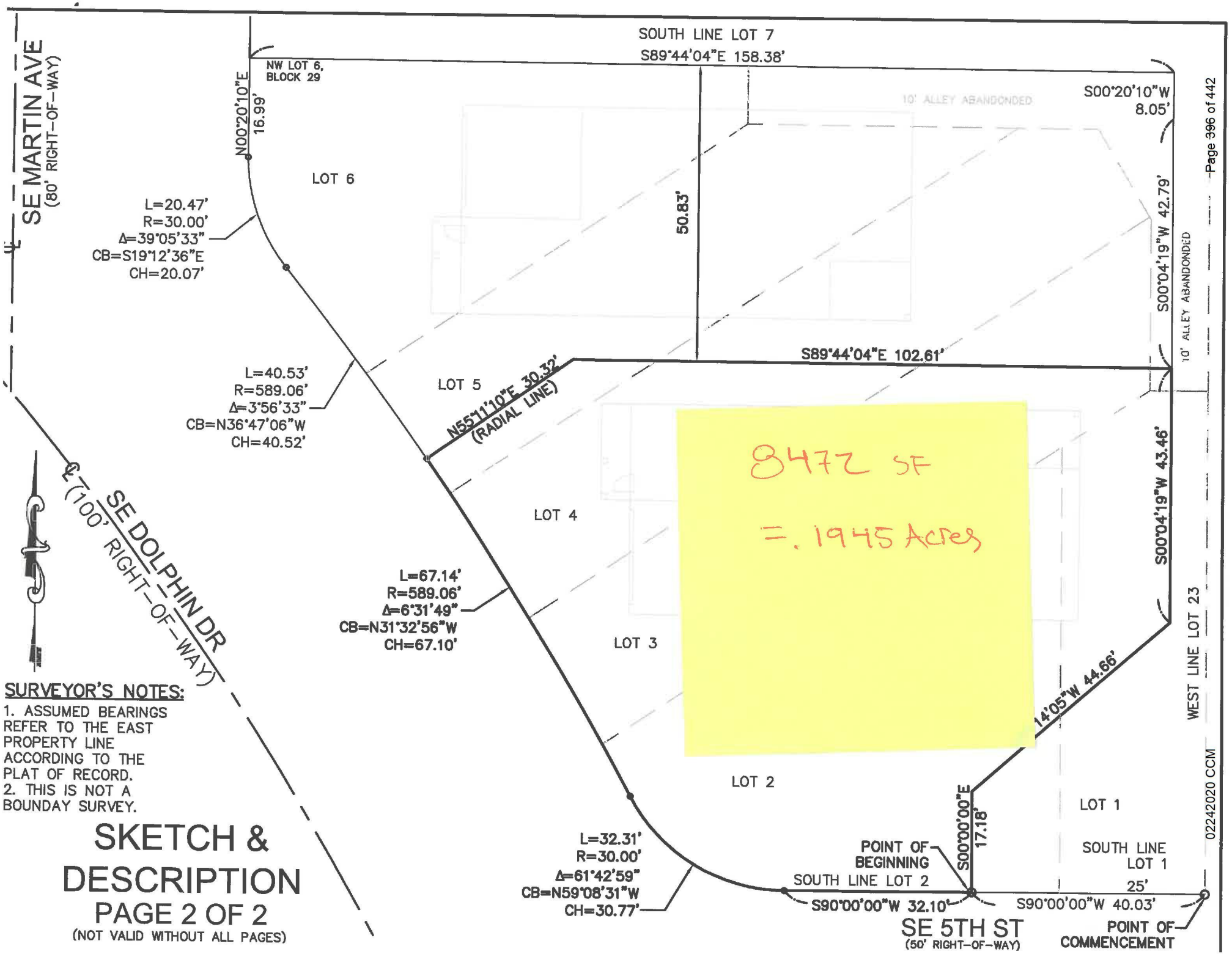
DRAWING DATE	F.B. PG.	SCALE	W.O.#
08/15/19	A5/56	1" = 20'	218131

SKETCH NO. 0224020 CCM
218131_lot1-5.dwg



SURVEYOR'S NOTES:

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

SKETCH & DESCRIPTION

PAGE 2 OF 2

(NOT VALID WITHOUT ALL PAGES)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 2/24/2020 **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 Second Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2429-2020	1/30/2020	Ordinance add to Y drive
🗋	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

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:

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

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

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

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:

_____

Print Name: _____

_____

Print Name: _____

The Industrial Park at Avonlea, LLC

By:_____

Carol S. Waxler, Trustee

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"

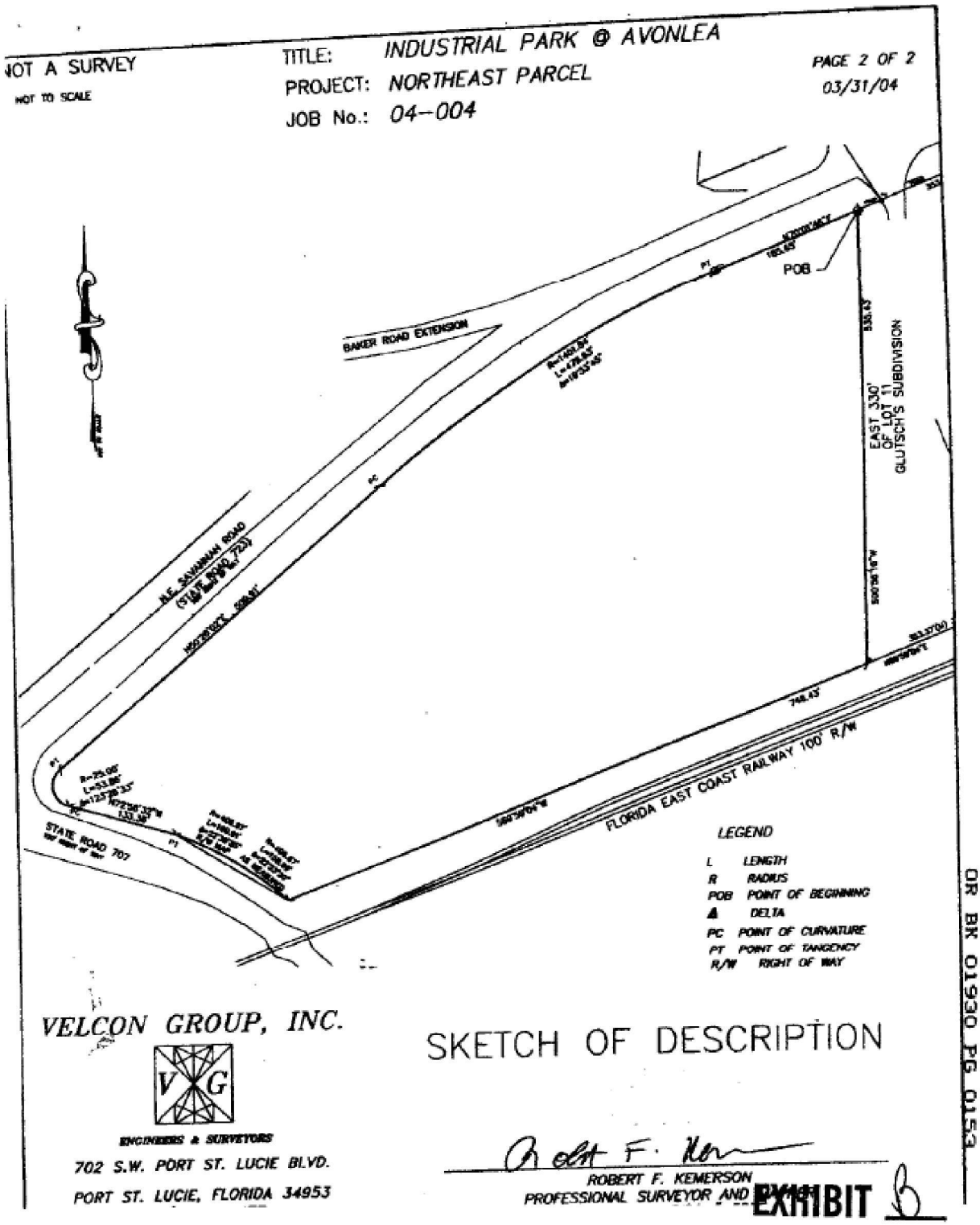

NOT A SURVEY
NOT TO SCALE
TITLE: INDUSTRIAL PARK @ AVONLEA
PROJECT: NORTHEAST PARCEL
JOB No.: 04-004
PAGE 2 OF 2
03/31/04
POB
BAKER ROAD EXTENSION
N.E. SAVANNAH ROAD
(STATE ROAD 729)
STATE ROAD 707
EAST 330' OF LOT 11 GLUTSCH'S SUBDIVISION
FLORIDA EAST COAST RAILWAY 100' R/W
LEGEND
L LENGTH
R RADIUS
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
PROFESSIONAL SURVEYOR AND
EXHIBIT
OR BK 01930 PG 0153

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

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

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

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

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

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

Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

General Information
(Please Print or Type)

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

Name: Carol S. Waxler, as Trustee	City/State/Zip Code: Stuart, FL 34994
Title: Manager	Telephone Number: (772) 283-1088
Company: The Industrial Park at Avonlea, LLC	Facsimile Number:
Company Address: 56 SW Albany Avenue	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	City/State/Zip Code: Stuart, FL 34996
Title: Manager / Attorney for Applicant	Telephone Number: (772) 287-4404
Company: Alley, Maass, Rogers & Lindsay, P.A.	Facsimile Number: (772) 287-4044
Company Address: 1331 SE Ocean Boulevard	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	City/State/Zip Code: Stuart, FL 34994
Title: Manager	Telephone Number: (772) 283-1088
Company: The Industrial Park at Avonlea, LLC	Facsimile Number:
Company Address: 56 SW Albany Avenue	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

Commission expires: July 16, 2023

PAMELA A. COWHAM
MY COMMISSION # GG 327552
EXPIRES: July 16, 2023
Bonded Thru Notary Public Underwriters

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 Comission.

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

City of Stuart
Sailfish Capital of the World

ADOPTED

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,

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 an 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 10/27/030and 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:

	YES	NO	ABSENT
KARL J. KRUEGER, MAYOR			X
CAROL WAXLER, VICE MAYOR (ABSTAIN)			
JEFFREY KRAUSKOPF, COMMISSIONER	X		
MARY HUTCHINSON, COMMISSIONER	X		
MICHAEL MORTELL, COMMISSIONER	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:

David Collier
Print Name: DAVID COLLIER

Mary A. Ghianuly
Print Name: MARY A. GHIANULY

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

By: _____
Its Representative

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 21 **day of** ~~October~~ December, **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

Notary Public State of Florida
Mary A Ghianuly
My Commission DD388433
Expires 02/18/2009

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.

PAUL J. NICOLETTI
Commission # DD0104688
Expires 7/26/2008
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

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 6/2205. 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.

EXHIBIT 1

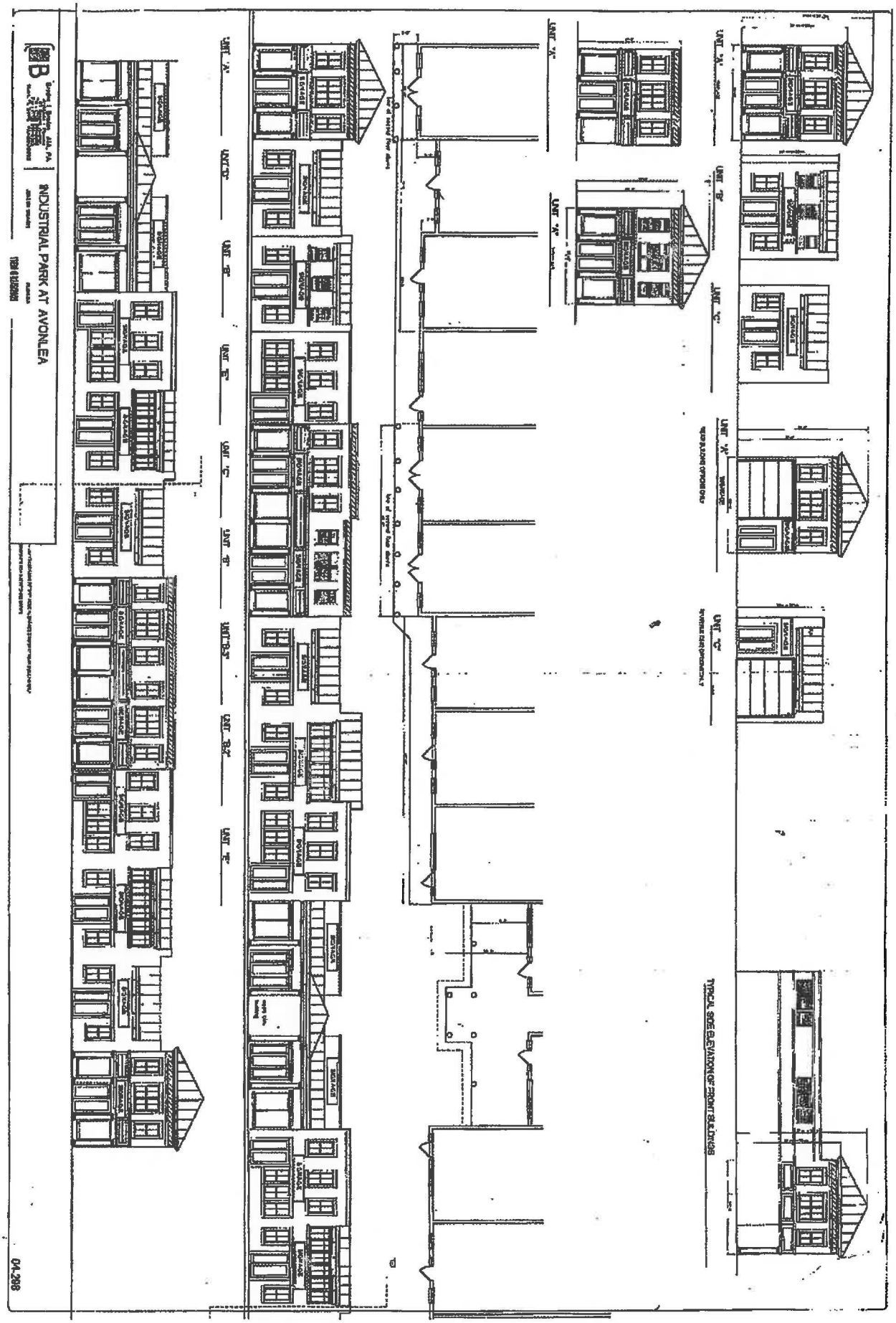
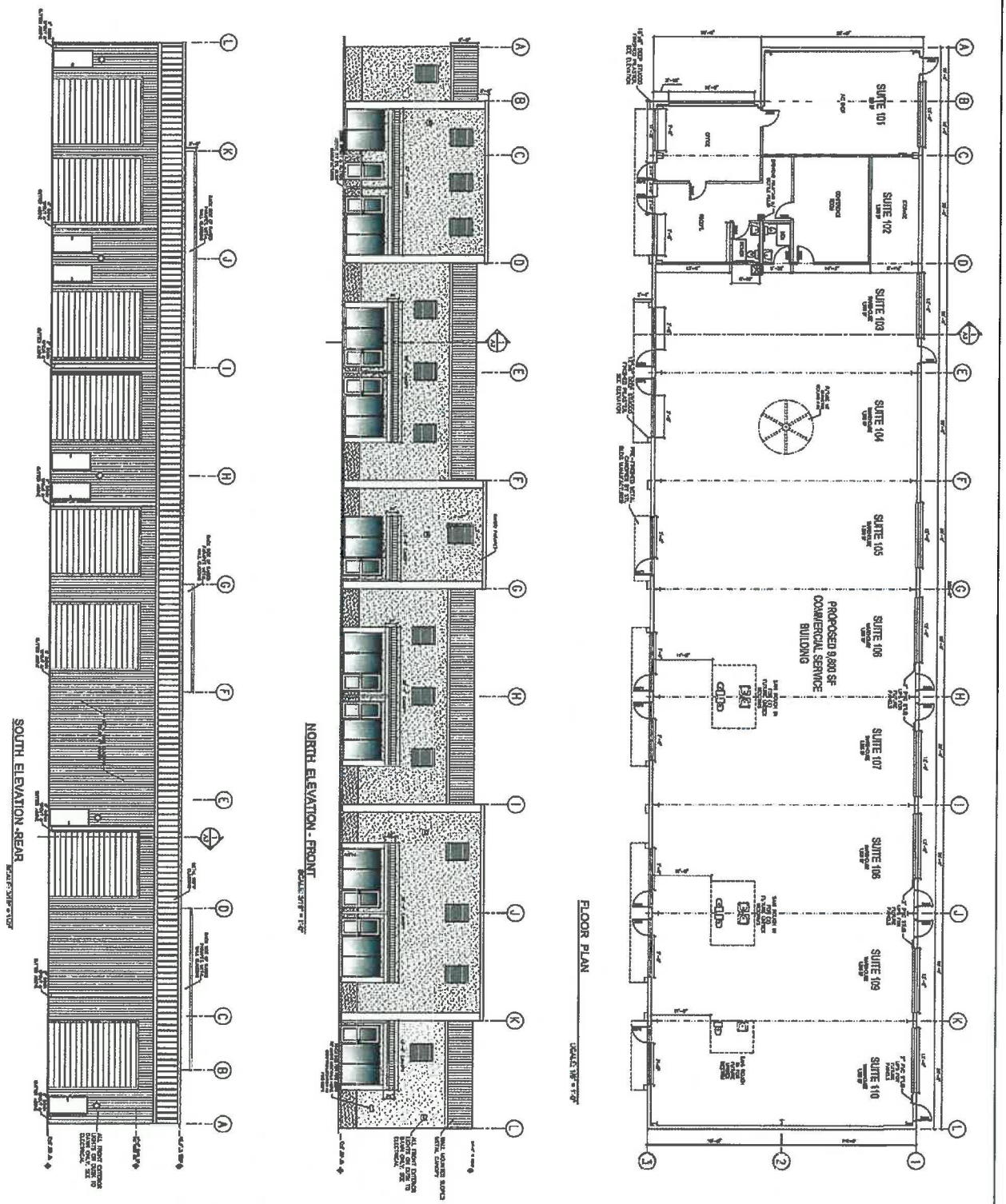


EXHIBIT 2



NEW BUILDING - 458 Warehouse

INDUSTRIAL PARK AT AVONLEA

A-1

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

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

MEMO

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002265⑈ ⑆067005158⑆ 40173068914⑈

THE INDUSTRIAL PARK AT AVONLEA, LLC

WWW.COMPUCHECKS.COM 888.368.5689

2265

City of Stuart

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

City of Stuart
Sailfish Capital of the World

ADOPTED

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,

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 an 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 10/27/030and 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:

	YES	NO	ABSENT
KARL J. KRUEGER, MAYOR			X
CAROL WAXLER, VICE MAYOR (ABSTAIN)			
JEFFREY KRAUSKOPF, COMMISSIONER	X		
MARY HUTCHINSON, COMMISSIONER	X		
MICHAEL MORTELL, COMMISSIONER	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:

David Collier
Print Name: DAVID COLLIER

Mary A. Ghianuly
Print Name: MARY A. GHIANULY

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

By: _____
Its Representative

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 21 day of ~~October~~ December, 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

Notary Public State of Florida
Mary A Ghianuly
My Commission DD388433
Expires 02/18/2009

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.

PAUL J. NICOLETTI
Commission # DD0104686
Expires 7/26/2008
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

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 6/2205. 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

OR BK 01930 PG 0150

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

OR BK 01930 PG 0151

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

NOT A SURVEY

NOT TO SCALE

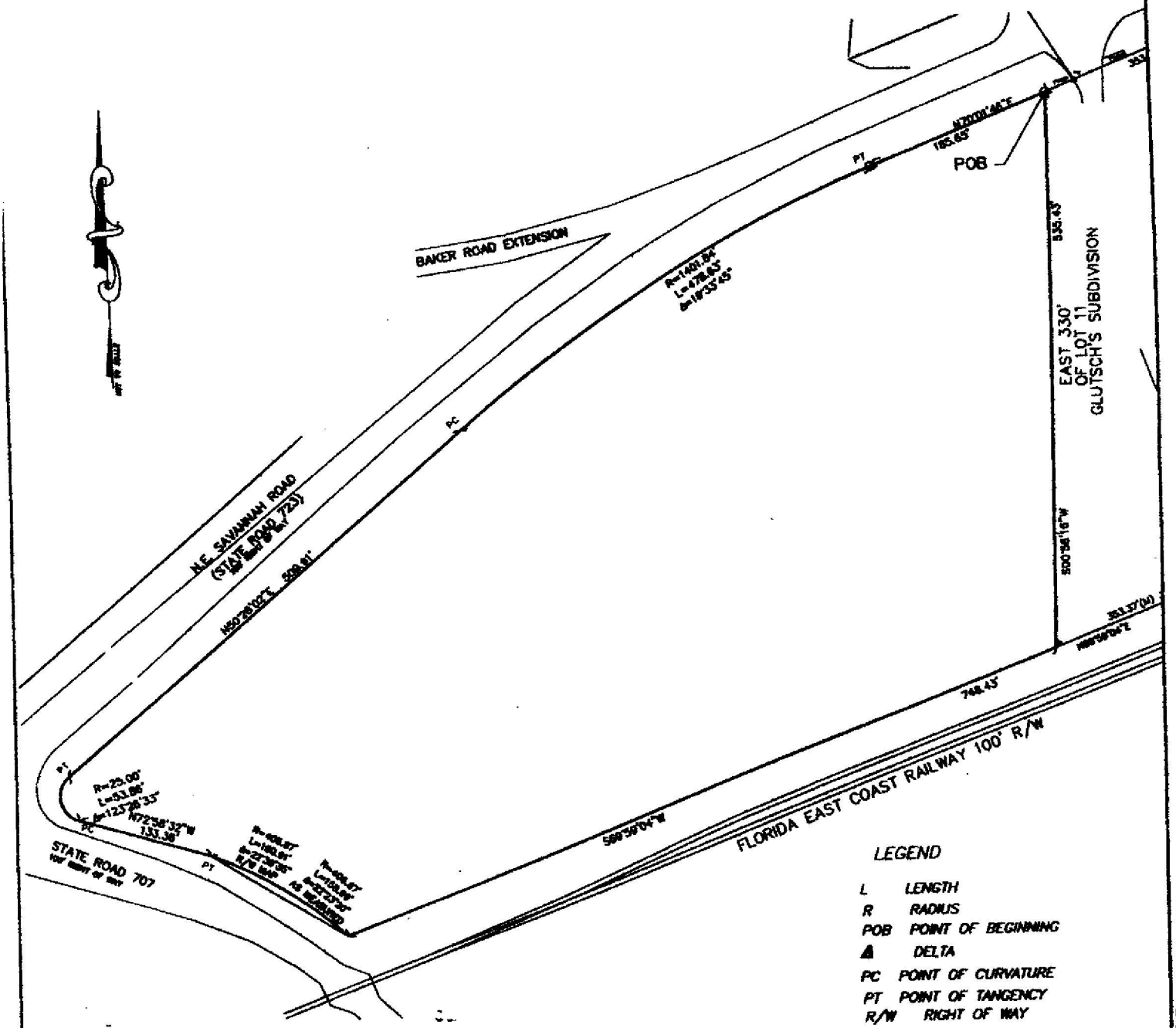
TITLE: INDUSTRIAL PARK @ AVONLEA

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 MAPPER

EXHIBIT B

OR BK 01930 PG 0153