City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD May 13, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT

   A) MARTIN COUNTY HIGH SCHOOL ART DEPARTMENT HISTORICAL MURAL; MS. AMANDA JONES AND MR. BRYAN JOHNSON.

   B) STARS OVER STUART TALENT SHOW 1st PLACE MIDDLE SCHOOL WINNER - LEILA HANNAS, SINGER

   C) STARS OVER STUART TALENT SHOW 1st PLACE HIGH SCHOOL WINNER - ARAMIS STONE, KEYBOARD

PROCLAMATIONS

2. MENTAL HEALTH AWARENESS MONTH - MAY 2019

3. SAFE BOATING WEEK 2019

4. NATIONAL PUBLIC WORKS WEEK, MAY 19-25, 2019 "IT STARTS HERE"

PRESENTATIONS

5. ACKNOWLEDGE CHARACTER COUNTS GOALKEEPER STUDENTS

6. OCEAN FRIENDLY RESTAURANTS BY THE SURFRIDER FOUNDATION

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.*

7. APPROVAL OF 04/22/2019 CCM AND 04/25/2019 SCM MINUTES (RC)

8. PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE SERIES 2019 (RC):

RESOLUTION No. 46-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ISSUANCE OF A PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2019 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,500,000 TO FINANCE EXPANSION OF SEWER IMPROVEMENTS WITHIN THE PUBLIC UTILITY SYSTEM; PROVIDING THAT THE BOND ANTICIPATION NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM PROCEEDS OF A SERIES OF BONDS EXPECTED TO BE ISSUED ON OR PRIOR TO THE MATURITY DATE OF SUCH BOND ANTICIPATION NOTE AND PUBLIC UTILITY NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND ANTICIPATION NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

9. FLOATING FOUNTAIN REPLACEMENT (RC):

RESOLUTION No. 48-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2019-103, FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING SERVICES TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, SUPERIOR WATERWAY SERVICES, INC. OF RIVIERA BEACH, FLORIDA PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. PUBLIC SAFETY BUILDING HVAC REPLACEMENT (RC):

RESOLUTION No. 50-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SEVEN (7) ROOF TOP HEATING AND AIR CONDITIONING PACKAGE UNITS AND UPGRADES TO EXISTING CONTROLS AT THE PUBLIC SAFETY BUILDING WITH THERMAL CONCEPTS, INC. IN THE AMOUNT OF $306,728.01 IN ACCORDANCE WITH CITY CONTRACT ITB NO.2018-107 HVAC REPLACEMENT SERVICES DATED MAY 14, 2018 AND A WRITTEN QUOTE DATED APRIL 5, 2019, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

11. LICENSE AGREEMENT FOR COLAB KITCHEN AT BRUNER POND (RC):

RESOLUTION No. 53-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN COLAB KITCHEN, LLC, LLC TO OPERATE A HYDROPONIC GROWING FACILITY ON "PARCEL 1" OF THE 3.34-ACRE BRUNER POND PARK PROPERTY ON S.E. MARTIN LUTHER KING JR. BLVD., STUART PURSUANT TO THE TERMS OF THE LICENSE AGREEMENT.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. VOLUNTARY REDUCTION OF SINGLE-USE PLASTICS AND POLYSTYRENE PRODUCTS:

RESOLUTION No. 47-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE-USE PLASTIC STRAWS AND POLYSTYRENE PRODUCTS AND THE OVERALL REDUCTION OF PLASTIC POLLUTION; PROVIDING FOR AN OUTREACH CAMPAIGN TO EDUCATE THE PUBLIC, K-12 STUDENTS AND BUSINESSES REGARDING THE HARM CREATED BY PLASTIC AND POLYSTYRENE PRODUCTS TO TERRESTRIAL AND MARINE ENVIRONMENTS; JOINING A COLLABORATIVE REGIONAL PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE FIRST READING

13. RIVER RIDGE ROW ABANDONMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2407-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVER RIDGE, AS RECORDED IN PLAT BOOK 4, PAGE 11, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

14. SAVANNAH PLACE APARTMENTS RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No: 2398-2019: 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 A 15.2 ACRE PARCEL ANNEXED BY ORDINANCE NO. 2348-2017, OWNED BY WERNER BOLS, LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD, WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SIX (6) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

15. MEMORIAL MARKER SIGNS (RC):

ORDINANCE No. 2399-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.11.13., SPECIAL PURPOSE SIGNS AND SIGNING IN CHAPTER VI OF THE LAND DEVELOPMENT CODE TO INCLUDE MEMORIAL MARKER SIGN STANDARDS WITHIN CITY OF STUART ROAD RIGHTS-OF-WAY.

PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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

DISCUSSION AND DELIBERATION

16. RESIDENTIAL FENCE REGULATION

17. FUTURE OF FLAGLER CENTER

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT

A) MARTIN COUNTY HIGH SCHOOL ART DEPARTMENT HISTORICAL MURAL; MS. AMANDA JONES AND MR. BRYAN JOHNSON.

B) STARS OVER STUART TALENT SHOW 1st PLACE MIDDLE SCHOOL WINNER - LEILA HANNAS, SINGER

C) STARS OVER STUART TALENT SHOW 1st PLACE HIGH SCHOOL WINNER - ARAMIS STONE, KEYBOARD

Summary Explanation/Background Information on Agenda Request:

The May Arts Moment was originally scheduled with the Martin County High School Art Department for the mural they created at the Rx Shop on Colorado Avenue. In addition, the Stars Over Stuart Talent Show took place on April 12th at the East Stuart Community Center and the winners will be performing at the Commission Meeting.

Funding Source:

N/A

Recommended Action:

Enjoy the Arts Moments!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:**

Title of Item:

MENTAL HEALTH AWARENESS MONTH - MAY 2019

Summary Explanation/Background Information on Agenda Request:

Every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help. It is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Mental Health Awareness Month	2/21/2019	Proclamation

PROCLAMATION
MENTAL HEALTH AWARENESS MONTH
MAY 2019

WHEREAS, mental health is part of overall health and helps to sustain an individual's thought processes, relationships, productivity, ability to adapt to change or face adversity and mental illness adversely affects those abilities; and

WHEREAS, one in four adults experiences mental health problems in any given year which can contribute to the onset of mental illness and one in seventeen adults live with mental illness such as major depression, bipolar disorder or schizophrenia. Approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, long delays, sometimes decades often occur between the time symptoms first appear and when individuals get help. Early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help. It is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE, I, Rebecca S. Bruner, as Mayor of the City of Stuart, Florida do hereby proclaim the month of May 2019, as

MENTAL HEALTH AWARENESS MONTH

in the City of Stuart, Florida in order to increase public understanding of the importance of mental health and to promote identification and treatment of mental illness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of May, 2019.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Ryanne Cavo

Title of Item:

SAFE BOATING WEEK 2019

Summary Explanation/Background Information on Agenda Request:

Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Safe Boating Week	5/6/2019	Proclamation

PROCLAMATION
SAFE BOATING WEEK
May 18-24, 2019

Commending United States Coast Guard Auxiliary Flotilla 59 Stuart

WHEREAS, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, the Coast Guard estimates that human error accounts for 70% of all boating accidents and that life jackets could prevent 85% of boating fatalities. On average 650 people die each year in boating-related accidents in the United States and 76% of boating fatalities are caused by drowning and a significant number of boaters would be alive today had they worn their life jackets; and

WHEREAS, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober while navigating – we can help ensure that boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

NOW, THEREFORE, I, Rebecca S. Bruner, Mayor of the City of Stuart, Florida do hereby proclaim the week of May 18th – 24th, 2019, as

SAFE BOATING WEEK

in the City of Stuart, Florida and encourages our citizens who boat to practice safe boating habits and wear a life jacket at all times while boating.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of May, 2019.

_____
REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Ryanne Cavo

Title of Item:

NATIONAL PUBLIC WORKS WEEK, MAY 19-25, 2019 "IT STARTS HERE"

Summary Explanation/Background Information on Agenda Request:

It is in the public interest for the citizens, civic leaders and children in the City of Stuart, Florida to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - National Public Works Week	4/29/2019	Proclamation

PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 19-25, 2019
"IT STARTS HERE"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Stuart, Florida; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Stuart, Florida to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association; and

NOW, THEREFORE, I, Rebecca S. Bruner, Mayor of the City of Stuart, proclaim the week of May 19th-25th, 2019 as:

NATIONAL PUBLIC WORKS WEEK

in the City of Stuart, and urge all citizens to join with representatives if the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of May, 2019.

_____
REBECCA S. BRUNER
Mayor

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Anne Ellig

Title of Item:

ACKNOWLEDGE CHARACTER COUNTS GOALKEEPER STUDENTS

Summary Explanation/Background Information on Agenda Request:

Beginning in September 2018, United Way of Martin County's CHARACTER COUNTS! Program and Students4H2O have collaborated to recognize students, schools, and principals who demonstrate good character. Once a month, Students4H2O selects one nominee for how their good character exemplifies one or more of the Six Pillars of CHARACTER COUNTS! and the 17 Sustainable Development Goals. Also known as the Global Goals, these goals adopted by the United Nations in 2015, have a unified mission to end poverty, reduce inequalities, and protect our planet by 2030.

Funding Source:

NA

Recommended Action:

Recognize five students who have modeled good character within their City school and who are making a positive environmental impact in our community.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Goalkeeper Criteria	5/2/2019	Attachment
🗋	Goalkeeper Finalists	5/2/2019	Attachment

Beginning in September 2018, United Way of Martin County's CHARACTER COUNTS! Program and Students4H2O have collaborated to recognize students, schools, and principals who demonstrate good character within their school and our community.

Once a month, Students4H2O recognizes a student, principal, and/or school for how their good character exemplifies one or more of the Six Pillars of CHARACTER COUNTS! and the 17 Sustainable Development Goals.

Also known as the Global Goals, these goals set by the United Nations in 2015 and have a unified mission to end poverty, reduce inequalities, and protect our planet by 2030.

6 Pillars of Character

Ben Cermeno- Felix A. Williams Elementary School (4th grade)

CHARACTER COUNTS! Pillars: Responsibility and Citizenship

Global Goals: 11 (Sustainable Cities and Communities), 14 (Life Below Water), and 15 (Life on Land)

Nomination description: Ben was chosen to be a member of the FAWE Green Team and ever since he has become a member Ben has been making a real difference around our school and his home (according to his parents). Ben has helpful ideas and reminders for others how to be more dedicated to being green. He has been making an effort to bring litter-less lunches to school. He is also extremely enthusiastic at school about our recycling program.

Vanessa Billings: Jensen Beach Elementary School (5th grade)

CHARACTER COUNTS! Pillars: Citizenship

Global Goals: 3 (Good Health and Well-Being) and 11 (Sustainable Cities and Communities)

Nomination description: Vanessa has been a green team member for 3 years. Throughout this time, she has grown vegetables and learned about healthy eating habits. As a fifth grader she is a leader on our team. She participates in watering the garden and all community activities, including planting native plants for senior developments.

Natalie Tobaisz: J.D. Parker Elementary School (5th grade)

CHARACTER COUNTS! Pillars: Responsibility

Global Goals: 3 (Good Health and Well-Being), 11 (Sustainable Cities and Communities), 12 (Responsible Consumption and Production), 13 (Climate Action), and 14 (Life Below Water)

Nomination description: Natalie has been a dedicated member of Green Club since 3rd Grade and is always willing to help out at in-school and out-of-school green initiatives. She has attended every garden workday, almost all of our street cleanups, and is an ambassador giving "Green Tours" of our school when needed for visitors. In addition, Natalie can be counted on to maintain the school's hydroponic garden system by filling the tanks and adding nutrients to ensure adequate plant growth. She is a dedicated student and encourages others to be green stewards of our school and community as well.

Tyler Daniel: Stuart Middle School (8th grade)

CHARACTER COUNTS! Pillars: Responsibility and Citizenship

Global Goals: 3 (Good Health)

Nomination description: Tyler joined Students4H2O two years ago, and she is always willing to mentor younger members and educate members of our community about the Global Goals at events such as Water Fest. She developed an interest in Global Goal 3, Good Health, once she learned about how Global Goal 3 addresses the relationship between the wellbeing of humans and our environment. Outside of Students4H2O, Tyler continues to be a positive role model to the youth in our community by volunteering at Felix A. Williams Elementary, her alma mater, every week. As a result of her leadership and citizenship, she was nominated for District Volunteer of the Year for both FAWE and SMS.

Noa Vignone: Stuart Middle School (6th grade)

Keep Martin Beautiful nomination for ESA Award in the Youth Engagement and Education category

Noa is a sixth-grade student at Stuart Middle School who is passionate about advocating for our marine life and ending plastic litter, one bag and straw at a time. His desire to protect our environment began when he was in fourth grade at Felix A. Williams Elementary School and became a member of his school's Green Team. Then, in 5th grade, Noa worked on a class project about how to solve the problem of plastics in our oceans. That's when Noa learned how severe the problem was with plastic in our oceans all around the world. More than 40% of plastics are used only once and then thrown out. He then told the owner of Utiki, Jettys, and Kee Grill restaurants about the harmful effects single-use plastics have on our environment (his father is the General Manager of these eateries). Now, as a result of Noa's activism, all three restaurants stopped serving plastic straws.

Noa joined Students4H2O this year and embodies the definition of an environmental steward. As a member of Students4H2O, Noa inspires students of all ages about how they can live eco-friendly lifestyles. In October, he also spoke to the Boys and Girls Club of Martin County's HERO Program members about how they can work together to end plastic litter. Outside of Students4H2O, Noa demonstrated initiative to start a recycling program at SMS. When Noa noticed that his school is not recycling, he met with his guidance counselor and school administration to find out how he can make his vision a reality.

To quote Noa, here are some of his ways of how we can help end plastic litter, "instead of taking plastic straws, buy reusable metal straws and carry them with you along with your reusable water bottle. Also, say no to single-use plastic like lids, bags and plastic utensils."

It is very rare to see a young student that is passionate about the environment like Noa is. What is even more unique is how Noa recognizes a problem within his school, our community, or planet, and utilizes his passion for solving these issues. Noa is one of the most driven, creative and compassionate students I ever mentored. With this being said, I am deeply honored and humbled to nominate such an inspiring young leader in our community.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Anne Ellig

Title of Item:

OCEAN FRIENDLY RESTAURANTS BY THE SURFRIDER FOUNDATION

Summary Explanation/Background Information on Agenda Request:

Regional representative, Marilu Flores, will describe the Surfrider Foundation and purpose of the Ocean Friendly Restaurants program.

Funding Source:

N/A

Recommended Action:

Gain a understanding of this program as a measure to help reduce plastic waste and polystyrene in our community

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Surfrider org overview and OFR program	5/2/2019	Presentation

SURFRIDER
FOUNDATION

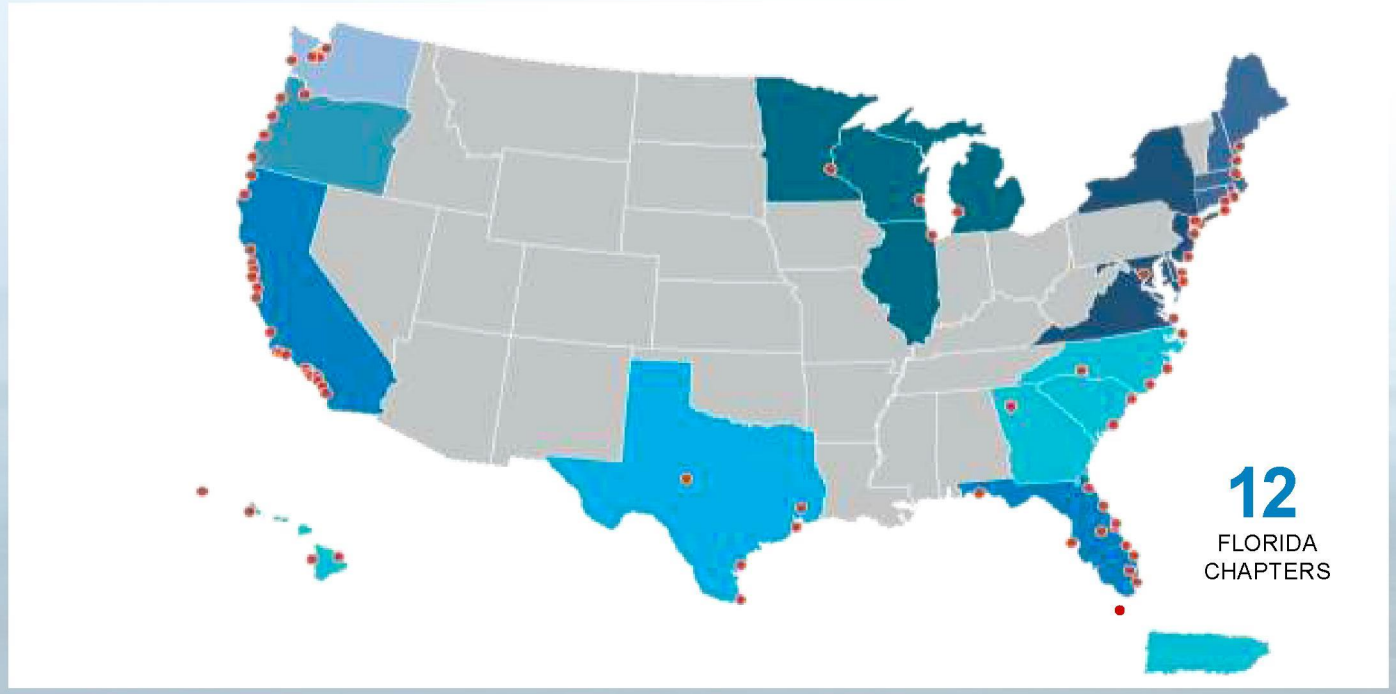
The Surfrider Foundation is a nonprofit organization dedicated the protection and enjoyment of our ocean, waves and beaches. With more than 80 volunteer-led chapters and 90 student clubs across the country, we work to help ensure clean water and healthy beaches for this and future generations.

SURFRIDER – NORTH AMERICA NETWORK

10
REGIONS

81
CHAPTERS

84
YOUTH CLUBS



10,000+
ACTIVISTS

50,000+
MEMBERS

1,000,000+
SUPPORTERS

1984
ESTABLISHED

WHY DO WE NEED OCEAN FRIENDLY RESTAURANTS ?

Ocean friendly restaurants

CURBING PLASTIC POLLUTION

Plastic pollution is suffocating our ocean and the many animals that call it home.

Researchers estimate there are now over 5.25 trillion pieces of plastic in the ocean with the number continuing to grow every day.

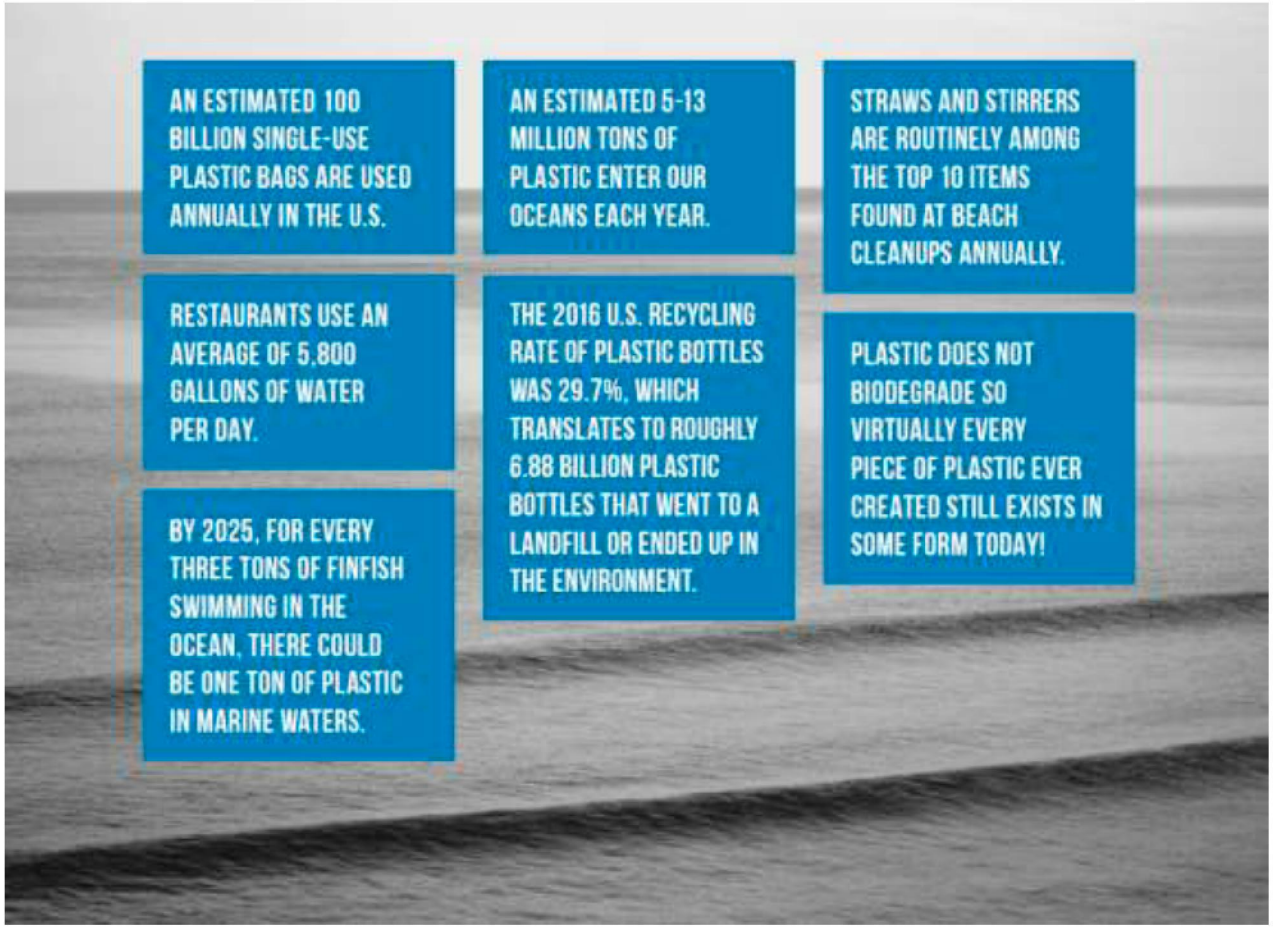
This pollution is impacting our marine ecosystems and wildlife, such as seabirds, dolphins, fish and turtles.

Plastic fragments are even displacing plankton at the base of the food chain. So what's the best way to combat this global epidemic facing our ocean? It's simple: we need to stop the problem at its source!

In response to increased plastic pollution in coastal zones and the ocean, the Surfrider Foundation created the Ocean Friendly Restaurants program.

The goals of the program are to help reduce plastic waste, eliminate the use of expanded polystyrene (EPS) foam products, and to encourage restaurants to use more sustainable and environmentally friendly practices to help protect the coasts through conservation efforts

Ocean friendly restaurants



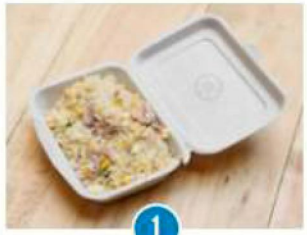
What is an “ocean friendly restaurant”?

Ocean friendly restaurants

PROGRAM CRITERIA

Ocean friendly restaurants

Restaurants participating MUST follow the first five criteria:

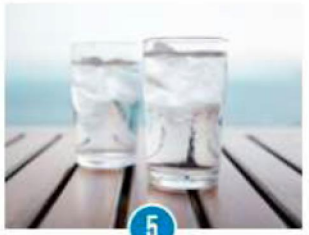


1. No expanded polystyrene (EPS) foam is used.

2. Proper recycling practices are followed.

3. Only reusable tableware is used for on-site dining, and disposable utensils for takeout food are provided only upon request.

4. No plastic bags are offered for takeout or to-go orders.



5. Straws are provided only upon request.*

Ocean friendly restaurants

And choose a minimum of two of these criteria as well:

- No beverages sold in plastic bottles.
- Discount is offered for customers with a reusable cup, mug, bag, etc.
- Vegetarian/vegan food options are offered on a regular basis.
- All seafood must be a 'Best Choice' or 'Good Alternative' as defined by Seafood Watch or certified as sustainable.
- Water conservation efforts, such as low-flow faucets and toilets, are implemented.
- Energy efficiency efforts such as LED lighting and Energy Star appliances are in place.

Restaurants that meet all of the criteria are recognized as Platinum Level Ocean Friendly Restaurants!

School cafeterias and other facilities are eligible to be registered if they meet the same criteria as restaurants.

Is there a fee for enrolling in the OFR program?

The funding to maintain our Ocean Friendly Restaurants program comes from the annual membership fee for time spent conducting workshops, audits and providing technical assistance. The revenue from the fees allows the OFR program to grow and thrive with appropriate promotion and ensures that time and resources are spent on businesses that are working to support ocean friendly practices.

The annual membership fee is based on a sliding scale ranging from $125 to $175 for local businesses based on the number of employees. With the Surfrider Foundation's OFR program, we offer registration from a trusted and credible nonprofit brand at a great price. **Plus, the membership fee is 100% tax-deductible!** Chapters collect 50% of the local restaurant membership fees to help further your OFR program and other chapter efforts.

Corporate Chain Sponsorship

Businesses with 5 or more restaurants and those with more than 60 employees must be referred through the Surfrider Foundation's Corporate Development Team. If chapters have any leads for chain restaurants, please refer them to the OFR team at headquarters OFR@surfrider.org.

P: Morgan Maassen

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 04/22/2019 CCM AND 04/25/2019 SCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes

ATTACHMENTS:

	Description	Upload Date	Type
🗋	04/22/19 CCM Minutes	5/2/2019	Attachment
🗋	04/25/2019 SCM - East Stuart Workshop	5/2/2019	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD April 22, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

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

ROLL CALL

5:40 PM Roll Call.
Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

5:40 PM PLEDGE OF ALLEGIANCE

PROCLAMATIONS

5:41 PM 1. STAMP OUT HUNGER DAY - MAY 11, 2019

Rob Ranieri, Director of House of Hope along with Postal Service Mail Carrier, Star Hunter and Branch Manager, Veronica Flores Osborne graciously accepted the Proclamation and announced that the one day food drive is the largest effort of its kind throughout the world and in Martin County collects over 60,000 lbs. of food to help support the community.

5:47 PM 2. MENTAL HEALTH AWARENESS MONTH - MAY 2019

Tiara Weethee, Director of Marketing Communications from Suncoast Mental Health Center accepted the Proclamation, thanked the Commission and invited all to attend

the Mental Health Awareness Brown Bag Lecture on May 15th at 11 a.m. at the IRSC Main Campus and provided a flyer for the Commissioners.

5:51 PM 3. FOSTER CARE AWARENESS MONTH - MAY 2019

Erica Brenson and Sabrina Brenson graciously accepted the Proclamation and announced the need for volunteers and awareness.

5:54 PM 4. LYME DISEASE AWAREMENSS MONTH - MAY 2019

Jan Foselli, accepted the Proclamation and reported on a few facts about Lyme's Disease and why it's important to be aware of the symptoms, and how it is contracted.

5:58 PM 5. 50TH ANNIVERSARY OF MUNICIPAL CLERKS WEEK - MAY 5-11, 2019

Mary Kindel, City Clerk, accepted the Proclamation and thanked the Commission.

PRESENTATIONS

6:00 PM 6. APRIL SERVICE AWARDS

Robert Carlson, Fire Department – 5 Years
Bobby Bolden, Public Works – 15 Years

6:02 PM 7. EMPLOYEE OF THE MONTH - APRIL 2019

David Peters, Public Works Director, announced and introduced Ms. Anne Ellig, Recycling and Conservation Coordinator as Employee of the Month in recognition of her efforts in the coordination of Water Fest.

6:05 PM 8. PRESENTATION BY THE EXTERNAL AUDITING FIRM OF MOORE STEPHENS LOVELACE, PA OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR FISCAL YEAR ENDED 09/30/2018.

Mr. Bill Blend of Moore Stephens Lovelace, presented on the September 30, 2018 Comprehensive Annual Financial Report.

6:11 PM 9. ORCA MONITORING SYSTEM PRESENTATION BY DR. EDITH WIDDER.

Dr. Edith Widder presented on the monitoring data of algae blooms in the St. Lucie River.

Commissioner Meier thanked Dr. Widder and requested continued research in the correlation between oxygen and phosphorus.

Commissioner Matheson also thanked Dr. Widder and asked various questions pertaining to her data.

6:36 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **No Comments.**

Commissioner Matheson

- **Wished all a Happy Earth Day.**
- **Thanked staff and the City Manager for the hard work being done as a result of the computer ransom attack.**

Commission Meier

- **Happy Earth Day to the audience.**
- **Thanked staff for their work in water conservation and environmental actions.**
- **Condolences to the families of victims in the Sri Lanka attacks on Easter.**
- **Requested the City Manager provide an update on the computer hacking.**

Vice Mayor Clarke

- **Reminded all about the Special Commission Meeting Workshop on April 25, 2019 at 6:30pm at 10th Street Community Center.**
- **Announced that Historic Preservation Month is coming up.**
- **Thanked the Police Department for their community outreach.**
- **Requested the City Manager to invite the Stuart Housing Authority to present on what they do, how they do it, and the services they provide.**

Mayor Bruner

- **Commented that she is looking forward to the Stuart Air Show participation in this year's upcoming 4th of July celebration.**

6:41 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- **Commented on the Audit Report that all Commissioners have in front of them for their review.**
- **Provided a ransomware attack update.**

APPROVAL OF AGENDA

6:43 PM Motion: Move approval of the Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

6:43 PM COMMENTS FROM THE PUBLIC (5 min. max)

1) **Helen McBride – Flamingo Avenue; Green Market Concerns; feels the vendors have expanded beyond the original planned parking lot space and curious about them all pulling permits and the use of banana flags. Wants to keep the historic beauty of downtown Stuart.**

City Manager Dyess reported that the Green Market applies each week for a permit and a specific number of vendors are allowed to stay to a later time when the Rockin' Riverwalk is there. The City will check on the banana flags as they are not permitted.

6:49 PM CONSENT CALENDAR

10. APPROVAL OF 04/08/2019 CCM MINUTES

11. REAPPOINTMENT OF STUART HOUSING AUTHORITY BOARD MEMBERS, BARBARA DOTSON AND DEBORAH LANGSTON FOR FOUR (4) YEAR TERMS.

12. SUPPORT FOR HB 219 AND SB 370 RELATING TO VICTIMS OF HUMAN TRAFFICKING:

RESOLUTION No. 43-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING HOUSE BILL 219 AND SENATE BILL 370, AMENDING FLORIDA STATUTE, SECTION 796.07 REQUIRING A MANDATORY MINIMUM PERIOD OF INCARCERATION FOR PROSTITUTION OFFENCES INVOLVING VICTIMS OF "HUMAN TRAFFICKING;" AND PROVIDING FOR AN EFFECTIVE DATE.

END OF CONSENT CALENDAR

6:49 PM Motion: Move approval of the Consent Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

COMMISSION ACTION

6:50 PM 13. NORTHPOINT MAJOR URBAN CONDITIONAL USE - NORTH STUART ACQUISITION AND DEVELOPMENT:

RESOLUTION No. 16-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A CONDITIONAL USE APPROVAL TO NORTH STUART ACQUISITION AND DEVELOPMENT, LLC, OWNER OF PROPERTY LOCATED BETWEEN OLD DIXIE HIGHWAY AND THE FEC RAILROAD, NORTH OF THE ST. LUCIE RIVER, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL FOR MIXED USE DEVELOPMENT OF A 27,300 SQUARE FOOT OFFICE BUILDING WITH 1,338 SQUARE FEET OF RETAIL SPACE, A 200 SEAT RESTAURANT AND A 18-SPACE PARKING GARAGE ON A 2.73-ACRE SITE; TO ALLOW FOR PARKING WITHIN THE BUILDING ENVELOPE, FOR A CONTINUOUS BUILDING FAÇADE OF MORE THAN 100 FEET IN WIDTH WITHOUT PROVIDING AN ADDITIONAL VISTA, FOR REDUCTION IN WIDTH OF THE SIDE VISTAS, FOR AN INCREASE IN

ALLOWABLE BUILDING HEIGHT, FOR REDUCTION IN LANDSCAPE BUFFERSAND A REDUCTION OF SETBACKS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Quasi-Judicial
Four (4) people sworn in.
Kevin Freeman and Stephen Mayer of the City of Stuart Development Department, Richard Geisinger of North Stuart Acquisition, and Bob Raynes of Gunster Florida Law.

Stephen Mayer, Senior Planner, gave a review of the Northpoint status.

Richard Geisinger presented on the sidewalk, landscaping, and building updates. Applicant has requested an extension of the closing deadline to June 10, 2019.

7:15 PM Motion: Based on Item #13 as presented to us, Resolution No. 16-2019, I move approval and include the extension of time for them to respond to us up to June 10th and to include all of the staff comments as well as the items that they have committed that they're taking care of, or already taken care of.
Moved by: Commissioner Clarke
Seconded by: Commissioner Matheson.
Motion passed unanimously.

ORDINANCE FIRST READING

7:17 PM 14. MEMORIAL MARKER SIGNS:

ORDINANCE No. 2399-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.11.13., SPECIAL PURPOSE SIGNS AND SIGNING IN CHAPTER VI OF THE LAND DEVELOPMENT CODE TO INCLUDE MEMORIAL MARKER SIGN STANDARDS WITHIN CITY OF STUART ROAD RIGHTS-OF-WAY; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Mr. David Peters, Public Works Director presented on the recommended amendments to the City's code to established a Memorial Marker Sign Program to commemorate those who have died as a result of a vehicle related accident on a City roadway.

7:20 PM **Motion: Move approval of Ordinance No. 2399-2019.**
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson.
Motion passed unanimously.

ORDINANCE SECOND READING

7:21 PM 15. SECOND READING: AUTHORIZING PENALTIES AGAINST UNLICENSED CONTRACTORS:

ORDINANCE No. 2404-2019; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10, ARTICLE VIII, SECTION 10-200 OF THE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7:21 PM Motion: Move approval of Ordinance No. 2404-2019 on Second Reading.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Clarke
Motion passed unanimously.

7:22 PM 16. SECOND READING: ST. LUCIE ESTATES ROW ABANDONMENT (QUASI-JUDICIAL):

ORDINANCE No. 2405-2019; 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, AS RECORDED IN PLAT BOOK 10, PAGE 70, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7:22 PM Motion: Move approval of Ordinance No. 2405-2019 on Second Reading.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Clarke.
Motion passed unanimously.

DISCUSSION AND DELIBERATION

7:25 PM ADJOURNMENT

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

Minutes to be approved at the Regular Commission Meeting this 13th day of May, 2019.

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
TO BE HELD April 25, 2019
AT 6:30 PM East Stuart Workshop
EAST 10TH ST. COMMUNITY CENTER
724 SE 10TH ST.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

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

ROLL CALL

6:30 PM Roll Call.
Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

6:32 PM Motion: Move approval of the Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

PRESENTATIONS

6:32 PM 1. COMMUNITY SERVICES DEPARTMENT - RECREATION AND ATHLETIC PROGRAMS PRESENTATION

Community Services Director, Jim Chrulski briefly announced the various activities at the East Stuart Community Center and introduced staff. Julie McHenery, Community Services Division Manager presented on the After School Program,

Jessica Tharp, Recreation Programs Supervisor presented on Community Engagement, and Jeff Hughes, Athletic Programs Coordinator presented on the various athletic programs available at the Community Center.

City Manager Dyess commented on the purpose of the meeting and explained the City's three goals for the community; bringing back athletics, Community Center access, improvements, and expansion, and housing. Per his request, had the Development Department evaluate housing in East Stuart which resulted in discussions of lot joining and zoning amendments, all of which are being discussed at this meeting.

6:51 PM 2. FUTURE LAND USE AND ZONING - EAST STUART

Kevin Freeman, Development Director, presented on the basic descriptions of Land Use, Zoning, and Planned Unit Developments (PUD's). Freeman stated that the City is interested in working with the community to move in a direction that provides the best means to get affordable housing built in East Stuart.

COMMENTS BY CITY MANAGER

7:05 PM COMMENTS FROM THE PUBLIC (5 min. max)

1) **Faye James – Florida Street; thanked the Commission for this meeting and would like to see more workshops. Recommends the community members remain "present". Thanked the City for explaining the process and not pushing this forward.**

2) **Ora Solomon – 16th Court; Commented on small lots and wondered if the housing could be two stories. Would like to see CBS homes. The homes built are tiny.**

City Manager Dyess clarified that the homes were built by Habitat for Humanity.

City Attorney Mortell commented that private contractors, not the City of Stuart, built those houses. The cost associated with contractors and developers with private land, once all is taken into account, the amount they are asking for is out of reach. Kevin Freeman put together a program to build duplexes to make housing more affordable, and this meeting is to help find the balance that will make this work for all.

3) **Johnnie Bell – Hall Street; Resident of Stuart for 72 years. Was a part of the charrette, in which input from the citizens of East Stuart was considered. Would like to have the City consider allowing a business downstairs and housing upstairs. Asked if any house can be built on any lot on East Avenue. He understood that because of the irregularity of the lots, you can put a house**

on any lot in East Stuart. Would like to see more homes as were built years ago off of 10th Street and 14th Street.

Kevin Freeman stated clarified that the City is not trying to take away the option to build a business with a house on top, but trying to give more options.

4) **Carolyn Brown – Bahama Avenue; Commented on the FPL light poles, the lots that need to be cleaned up, more parking and opposes the palm trees that block parking at Taylor's Grocery. Also questioned the accessibility of the community garden.**

5) **Albert Brinkley – Central Avenue; Commented that as a residential community, they need more housing. Upset that the homes on 10th Street were condemned, those houses just needed repairs. Wants to work together to keep East Stuart as it is, a residential community.**

6) **Jerry Gore Sr. – Lake Street; Commented that in the past, a property he purchased changed business types several times and he had to apply for variances. He requested clarification whether this zoning change is the same. Requested clarification on having a small income house on the back of your property.**

Attorney Mortell clarified what the zoning board does and notices are provided to the neighbors.

City Manager Dyess commented that the small income house was grandfathered in and would not be allowed if built now.

7) **Claudius Taylor Jr. – Hunnicut Avenue; Commented on the paint up program that was done at no expense to homeowners years ago was successful. He often repaired many of the small homes that were torn down and felt they could've been repaired. Would like to see the City and citizens work together.**

8) **Laurie Prim – Manatee Terrace; all part of this community and likes the workshop style. Feels downtown is nice as is and does not need more. Supports that the East Stuart area remain a residential area. Not a level playing field but open dialog is best way to start.**

1a) **Faye James – 2nd Comment – Hope there will be more workshops that explain the agenda language and various acronyms.**

9) **Madeleine Greenwood – Yetha Circle; Goal of the Housing Solutions Council is to build multi-family housing. Recommends bringing in a facilitator for future workshops, Rev. Bliss Brown. Can help with state funding to make the housing more affordable.**

10) **Richard Hays – SE Ocean Blvd.; Requested clarification on the maximum and minimum size homes per lot, building a home and smaller home on one property. Commented that mixed use does not work well as homes are later sold as commercial property. Suggests loosened up limits on businesses in homes.**

2a) Ora Solomon – 2nd Comment – East Stuart used to have businesses in their homes. Encouraged the residents to attend all meetings.

8:01 PM ADJOURNMENT:

_____ _____

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

Minutes to be approved at the Regular Commission Meeting this 13th day of May, 2019.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** L. Boglioli

Title of Item:

PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE SERIES 2019 (RC):

RESOLUTION No. 46-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ISSUANCE OF A PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2019 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,500,000 TO FINANCE EXPANSION OF SEWER IMPROVEMENTS WITHIN THE PUBLIC UTILITY SYSTEM; PROVIDING THAT THE BOND ANTICIPATION NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM PROCEEDS OF A SERIES OF BONDS EXPECTED TO BE ISSUED ON OR PRIOR TO THE MATURITY DATE OF SUCH BOND ANTICIPATION NOTE AND PUBLIC UTILITY NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND ANTICIPATION NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

This short-term loan establishes what is essentially a line of credit, for the City to be able to fund in the most efficient manner, as needed, those expenditures to complete the final expansion of the City's sanitary sewer system to the remaining basins. This loan provides an attractive and beneficial funding mechanism in the short-term, and will be paid off in the near future as part of a larger bond issuance to provide the construction funds for the City's Alternative Water Supply system, which will continue the City's efforts to provide the best water quality possible for its citizens, customers, and the environment.

Funding Source:

Public Utilities Special Obligation Anticipation Note

Recommended Action:

Motion to Adopt Consent Calendar

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R46-2019 Public Utilities Note	5/6/2019	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 46-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ISSUANCE OF A PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2019 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,500,000 TO FINANCE EXPANSION OF SEWER IMPROVEMENTS WITHIN THE PUBLIC UTILITY SYSTEM; PROVIDING THAT THE BOND ANTICIPATION NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM PROCEEDS OF A SERIES OF BONDS EXPECTED TO BE ISSUED ON OR PRIOR TO THE MATURITY DATE OF SUCH BOND ANTICIPATION NOTE AND PUBLIC UTILITY NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND ANTICIPATION NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary and urgent that funds be made immediately available in order to provide funds to immediately commence the expansion of sewer improvements within the hereinafter defined Public Utility System (the "Project"); and

WHEREAS, the City of Stuart, Florida (the "Issuer") intends to issue a series of bonds on or before the hereinafter defined Maturity Date (the "Takeout Refinancing") to refinance the hereinafter defined Bond Anticipation Note; and

WHEREAS, the City Commission of the Issuer now desires to adopt this Resolution to authorize its Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note") to finance and/or reimburse a portion of the costs of the Project in anticipation of the Takeout Refinancing, which is expected to occur on or prior to the Maturity Date; and

WHEREAS, the Issuer in good faith endeavors to issue the Takeout Refinancing within that timeframe; and

WHEREAS, the Issuer has determined that it is necessary and desirable to adopt this Resolution to provide for various details and other matters with respect to the Bond Anticipation Note.

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

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution and the laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, Section 215.431, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* All capitalized undefined terms shall have the same meanings as set forth in this resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Bond Anticipation Note" shall have the meaning ascribed thereto in the WHEREAS clauses above and authorized by Section 4 hereof, and shall be issued in accordance with Article IV, Section 4 of Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Stuart, Florida are authorized or required to be closed.

"City Attorney" shall mean the City Attorney or any acting or interim City Attorney of the Issuer or his or her designee.

"City Clerk" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"City Manager" shall mean the City Manager or any assistant or deputy City Manager of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service Fund" shall mean the Debt Service Fund established in Section 10 hereof.

"Financial Services Director" shall mean the Financial Services Director of the Issuer or any assistant or deputy thereof.

"Gross Revenues" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Issuer" shall mean the City of Stuart, Florida, a municipal corporation.

"Maturity Date" shall mean May 15, 2020.

"Mayor" shall mean the Mayor or Vice Mayor, or the Mayor's designee of the Issuer.

"Net Revenues" shall mean the Gross Revenues remaining after deducting of monthly Operating Expenses.

"Note Counsel" shall mean, Bryant Miller Olive P.A., or other national recognized bond counsel firm.

"Operating Expenses" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Original Purchaser" shall mean Seacoast National Bank, a national banking association.

"Owner" shall mean the Person or Persons in whose name or names the Bond Anticipation Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the proceeds of the Takeout Refinancing and the Public Utility Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, 815 Colorado Avenue, Stuart, Florida 34994, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Project" shall have the meaning ascribed thereto in the WHEREAS clauses above.

"Project Fund" shall mean the Project Fund established in Section 11 hereof.

"Public Utility Non-Ad Valorem Revenues" shall mean Net Revenues remaining after satisfying funding requirements for obligations having an express lien on or pledge thereof.

"Public Utilities System" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Resolution" shall mean this resolution, pursuant to which the Bond Anticipation Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

Section 3: *Findings.*

(A) The Issuer declares that it is necessary for the continued preservation of public health and deems it beneficial and in its best financial interest to finance and/or reimburse a portion of the costs of the Project through the issuance of the Bond Anticipation Note. The issuance of the Bond Anticipation Note to finance and/or reimburse a portion of the costs of the Project satisfies a public purpose.

(B) The Bond Anticipation Note is secured by a covenant to budget and appropriate Public Utility Non-Ad Valorem Revenues of the Issuer. The Pledged Revenues will be sufficient to pay the principal and interest on the Bond Anticipation Note herein authorized, as the same become due, and to make all deposits required by this Resolution. The Issuer shall never be required to levy ad valorem taxes on any real property therein to pay the principal of and interest on the Bond Anticipation Note or to make any other payments specified herein. The Bond Anticipation Note shall not constitute a lien upon any property owned by or located within the boundaries of the Issuer other than the sources of security described herein.

(C) The estimated Public Utility Non-Ad Valorem Revenues and the proceeds of the Takeout Refinancing will be sufficient to pay all principal of and interest on the Bond Anticipation Note, as the same become due, and to make all required deposits to the Debt Service Fund.

(D) The Issuer has received an offer from the Original Purchaser to purchase the Bond Anticipation Note.

Section 4: *Authorization of Takeout Refinancing, the Project, and Bond Anticipation Note.* For the purposes of Section 215.431, Florida Statutes, the Issuer hereby authorizes the issuance in the future of the Takeout Refinancing in a principal amount which is sufficient to refinance the Bond Anticipation Note, further details to be determined pursuant to a resolution to be adopted in the future by the City Commission of the Issuer. Subject and pursuant to the provisions of this Resolution and in anticipation of the closing of the Takeout Refinancing, an obligation of the Issuer to be known as the " Public Utility Special Obligation Bond Anticipation Note, Series

2019," herein defined as the "Bond Anticipation Note," is authorized to be issued in the original principal amount of not to exceed $1,500,000 for the purpose of financing and/or reimbursing a portion of the costs of the Project and paying the costs of issuing the Bond Anticipation Note.

Because of the characteristics of the Bond Anticipation Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Bond Anticipation Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Bond Anticipation Note at a private negotiated sale. Prior to the issuance of the Bond Anticipation Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 5: *This Resolution to Constitute Contract.* In consideration of the acceptance of the Bond Anticipation Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owner.

Section 6: *Description of the Bond Anticipation Note.* The Bond Anticipation Note shall initially be in the mode of a non-revolving line of credit permitting the Issuer to draw all or a part of the not to exceed principal amount of the Bond Anticipation Note at any one time. The Bond Anticipation Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Bond Anticipation Note shall have an initial fixed interest rate equal to 3.22% per annum calculated on the basis of actual/360 day year. Such interest rate is subject to change upon conditions set forth in the Bond Anticipation Note, the form of which is attached hereto as Exhibit A.

(B) Principal and Interest Payment Dates. Interest only on the amount drawn which remains outstanding of the Bond Anticipation Note shall be paid semi-annually commencing November 15, 2019. Principal on the Bond Anticipation Note shall be paid in full on the Maturity Date.

(C) Prepayment of the Bond Anticipation Note. The Bond Anticipation Note shall be subject to prepayment at the option of the Issuer in whole or in part at any time with no penalty.

(D) Form of the Bond Anticipation Note. The Bond Anticipation Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager.

(E) Original Denomination. The Bond Anticipation Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

(F) Advances. The Bond Anticipation Note may be drawn upon in multiple drawings (each an "Advance") under the following terms:

(1) Each Advance must be requested by the Issuer (a "Requisition") in writing in the form attached hereto as Exhibit D, executed by the Financial Services Director and delivered to the Owner.

(2) Each Advance must be applied to pay for the costs of the Project and/or the costs of issuance of the Bond Anticipation Note.

Section 7: *Execution and Authentication of Bond Anticipation Note.* The Bond Anticipation Note shall be executed in the name of the Issuer by its Mayor and City Manager and attested and countersigned by its City Clerk, subject to the approval of the City Attorney as to form and legality, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Bond Anticipation Note shall cease to be such officer or officers of the Issuer before the Bond Anticipation Note so signed and sealed shall have been actually sold and delivered, such Bond Anticipation Note may nevertheless be sold and delivered as if the persons who signed or sealed such Bond Anticipation Note had not ceased to hold such offices. The Bond Anticipation Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond Anticipation Note shall hold the proper office, although at the date of such execution of the Bond Anticipation Note such person may not have held such office or may not have been so authorized.

Section 8: *Registration and Exchange of the Bond Anticipation Note; Persons Treated as Owner*. The Bond Anticipation Note is initially registered to the Original Purchaser. So long as the Bond Anticipation Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Bond Anticipation Note. The Bond Anticipation Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers or enter into participation agreements or securitization transactions with respect to the Bond Anticipation Note; provided, however, the Bond Anticipation Note must be in minimum denominations of $100,000 upon any such transaction.

The Person in whose name the Bond Anticipation Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Bond Anticipation Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond Anticipation Note to the extent of the sum or sums so paid.

Section 9: *Payment of Principal and Interest; Limited Obligation*. The Issuer promises that it will promptly pay the principal of and interest on the Bond Anticipation Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond Anticipation Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Bond Anticipation Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Revenues in accordance with the terms hereof. No holder of the Bond Anticipation Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Bond Anticipation Note, or be entitled to payment of such Bond Anticipation Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 10: *Covenant to Budget and Appropriate.* (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Public Utility Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Bond Anticipation Note and all other payments due hereunder not being paid from other amounts no later than 5 days before the date the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Public Utility Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Public Utility Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Public Utility Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Public Utility Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Public Utility Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Public Utility Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Public Utility Non-Ad Valorem Revenues. Such covenant to budget and appropriate Public Utility Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Public Utility Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments).

The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Public Utility Non-Ad Valorem Revenues is subject to the availability of

Public Utility Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues.

There is hereby created and established the "City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 Debt Service Fund (the "Debt Service Fund"), which fund shall be a trust fund held by the Financial Services Director, which shall be held solely for the benefit of the holder of the Bond Anticipation Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owner of the Bond Anticipation Note, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(B) Until applied in accordance with this Resolution, the Public Utility Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Bond Anticipation Note.

Section 11. *Application of Proceeds of Bond Anticipation Note.* The Issuer will apply the proceeds of the Bond Anticipation Note, when drawn in the manner described herein, to pay associated costs of issuance (including without limitation legal and financial advisory fees and expenses). The remaining proceeds of the Bond Anticipation Note shall, when drawn in the manner described herein, be deposited into the hereby created and established "City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 Project Fund (the "Project Fund"), to pay a portion of the costs of the Project. All income received from investment of monies in the Project Fund, if any, can be used to pay the costs of the Project or debt service on the Bond Anticipation Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the

Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided.

Section 12: *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Bond Anticipation Note, except with the written consent of the Owner of the Bond Anticipation Note.

Section 13: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bond Anticipation Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 14: *Bond Anticipation Note Mutilated, Destroyed, Stolen or Lost.* In case the Bond Anticipation Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond Anticipation Note of like tenor as the Bond Anticipation Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Bond Anticipation Note, or in lieu of and in substitution for the Bond Anticipation Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Bond Anticipation Note so surrendered shall be canceled.

Section 15: *Impairment of Contract.* The Issuer covenants with the Owner of the Bond Anticipation Note that it will not, without the written consent of the Owner of the Bond Anticipation Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Bond Anticipation Note hereunder.

Section 16: *Tax Covenants.* The Issuer covenants to the Owner of the Bond Anticipation Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Bond Anticipation Note at any time during the term of the Bond Anticipation Note which would cause the Bond Anticipation Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bond Anticipation Note from the gross income of the Owner for purposes of federal income taxation.

Section 17: *Events of Default; Remedies of Owners of the Bond Anticipation Note.* The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Bond Anticipation Note or other debt payable from any Public

Utility Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; or (iv) the Issuer shall fail to comply in any material respect with its obligations under Resolution No. 163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Bond Anticipation Note may, in addition to any other remedies set forth in this Resolution or the Bond Anticipation Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

Section 18: *Severability.* If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bond Anticipation Note issued thereunder.

Section 19: *Business Days.* In any case where the due date of interest on or principal of a Bond Anticipation Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 20: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 21: *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 23: *Members of the City Commission Not Liable.* No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Commission of the Issuer nor any Person executing the Bond Anticipation Note shall be liable personally on the Bond Anticipation Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bond Anticipation Note or this Resolution.

Section 24: *Authorizations.* The Mayor and City Manager and such other officials and employees of the Issuer as may be designated by the City Manager are each designated as agents of the Issuer in connection with the execution and delivery of the Bond Anticipation Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Bond Anticipation Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 25: *Financial Advisory Services.* The City Commission hereby appoints PFM Financial Advisors LLC to provide financial advisory services on the Bond Anticipation Note and the Takeout Refinancing.

Section 26: *Open Meeting Findings.* It is hereby found and determined that all official acts by the City Commission of the Issuer concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Commission of the Issuer ability to issue the Bond Anticipation Note were taken in an open meeting of the City Commission and that all deliberations of the City Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 27. *Applicable Provisions of Law; Waiver of Jury Trial.* The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each agree that the Bond Anticipation Note and any matters relating thereto shall be governed by and construed in accordance with the laws of the State. The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each consent to Florida jurisdiction and agree to waive trial by jury in any action arising under the Bond Anticipation Note or any matters relating thereto.

Section 28: *Repealer.* All resolutions or portions thereof in conflict herewith are hereby repealed.

Section 29: *Notices*. Any notice or other communication to be given to the Original Purchaser under this Resolution shall be given by delivering the same in writing to the Principal Office with a copy to 121 S. Flagler Ave, Stuart, Florida 34994 Attention: Sarah Lynch, Vice President.

[Remainder of page intentionally left blank]

Section 30: *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 13th day of May, 2019.

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

ATTEST

_____
MARY KINDEL, CMC
CITY CLERK

_____
BECKY BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

EXHIBIT A

FORM OF BOND ANTICIPATION NOTE

Dated Date: May 15, 2019 Not to Exceed $1,500,000

Interest Rate: 3.22%
(subject to adjustment as provided herein)

STATE OF FLORIDA
MARTIN COUNTY, FLORIDA
CITY OF STUART, FLORIDA
PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2019

KNOW ALL MEN BY THESE PRESENTS that City of Stuart, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Seacoast National Bank or registered assigns (hereinafter, the "Owner"), the principal sum of not to exceed $1,500,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance only on the amount drawn which remains outstanding at the Interest Rate, subject to adjustment as provided herein, calculated on the basis of actual/360 day year, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Bond Anticipation Note shall have a final "Maturity Date" of May 15, 2020. Presentation of this Bond Anticipation Note shall not be required for payment on the Maturity Date, and the Owner shall return the Bond Anticipation Note to the Issuer within a reasonable amount of time thereafter.

Interest shall be payable semi-annually commencing November 15, 2019. Principal on the Bond Anticipation Note shall be paid in full on the Maturity Date.

This Bond Anticipation Note shall be issued as a non-revolving line of credit subject to draws, all in the manner and to the extent described in the hereinafter defined Resolution.

This Bond Anticipation Note can be prepaid at the option of the Issuer in whole or in part at any time with no penalty.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Bond Anticipation Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS BOND ANTICIPATION NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS BOND ANTICIPATION NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND ANTICIPATION NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Bond Anticipation Note is issued pursuant to the Constitution and the laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, Section 215.431, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and a resolution duly adopted by the Issuer on May 13, 2019, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Bond Anticipation Note. Payment of this Bond Anticipation Note is secured by a pledge of lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Upon the occurrence of a Determination of Taxability (as hereinafter defined), the Interest Rate on this Bond Anticipation Note shall be adjusted to equal the 1 year treasury bill rate as of the date of issuance of this Bond Anticipation Note plus 159 basis points (the "Taxable Rate") calculated on the basis of actual/360 day year, as of and from the date of such Determination of Taxability would be applicable with respect to the Bond Anticipation Note (the "Accrual Date"); and (i) the Issuer shall on the next Interest Payment Date (or if this Bond Anticipation Note shall have matured, within thirty (30) days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond Anticipation Note at the Taxable Rate from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (B) the actual interest paid by the Issuer on this Bond Anticipation Note from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (2) any interest and penalties required to be paid as a result of any such Determination of Taxability; and (ii) from and after the Determination of Taxability, this Bond Anticipation Note shall continue to bear interest at the Taxable Rate for the period such determination continues to be applicable with respect to this Bond Anticipation Note. The adjustment shall survive payment of this Bond

Anticipation Note until such time as the federal statute limitations under which the interest on this Bond Anticipation Note could be declared taxable under the Code shall have expired.

"Determination of Taxability" shall mean that as a consequence of the action or inaction of the Issuer, all or a portion of the interest accrued or paid on all or any portion of this Bond Anticipation Note is not excludable from the gross income of the Owner (or any former Owner) of this Bond Anticipation Note for federal income tax purposes, as determined by such Owner (or any former Owner).

This Bond Anticipation Note shall bear interest at the Interest Rate; provided, however, that if any principal of or interest on this Bond Anticipation Note is not paid when due, this Bond Anticipation Note and any amount so in default shall bear interest at the Default Rate until such default is cured. Furthermore, if such payment default is not cured within ten (10) days, the Owner may, at its discretion, charge a late fee of 5% of payment amount due. Any such delinquent payments shall be applied first to any late charges and interest accrued, unless the Owner then chooses to apply otherwise. Anything provided in the Resolution or in this Bond Anticipation Note to the contrary notwithstanding, in no event shall this Bond Anticipation Note bear interest in excess of the maximum interest rate permitted by applicable law.

"Default Rate" means the lesser of (i) 12% or (ii) the maximum interest rate permitted by law.

This Bond Anticipation Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Bond Anticipation Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond Anticipation Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

{Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this Bond Anticipation Note to be signed by its Mayor and City Manager, on behalf of the City Commission of the Issuer, either manually or with facsimile signature, and the seal of the Issuer to be affixed hereto or imprinted or reproduced hereon, and attested and countersigned by the City Clerk and approved as to form and legality by the City Attorney, either manually or with facsimile signature, and this Bond Anticipation Note to be dated the Date of Issuance set forth above.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Becky Bruner
Title: Mayor

By:_____
Name: David Dyess
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Kindel, CMC
Title: City Clerk

APPROVED AS TO FORM
AND LEGALITY:

By:_____
Name: Michael J. Mortell
Title: City Attorney

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Seacoast National Bank (the "Purchaser") has not required the City of Stuart, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of not to exceed $1,500,000 City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Bond Anticipation Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinion rendered by Note Counsel, Bryant Miller Olive P.A. and by Michael J. Mortell, Esq., City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in a resolution adopted by the City Commission of the Issuer on May 13, 2019 (the "Resolution").

We are aware that investment in the Bond Anticipation Note involves various risks, that the Bond Anticipation Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Bond Anticipation Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Bond Anticipation Note and can bear the economic risk of our investment in the Bond Anticipation Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Bond Anticipation Note primarily as an investment for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Bond Anticipation Note may not be transferred in a denomination less than $100,000 under any circumstances.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as

contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond Anticipation Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are either (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended; or (ii) an "accredited investor" as defined in Rule 501 promulgated under the Securities Act of 1933, as amended, consisting of a bank, insurance company, registered investment company, business development company, or small business investment company.

DATED this 15th of May, 2019.

SEACOAST NATIONAL BANK

By:_____
Name: Sarah Lynch
Title: Vice President, Commercial Banker

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Stuart, Florida (the "Issuer") for the private purchase of its not to exceed $1,500,000 City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note "). Prior to the award of the Bond Anticipation Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond Anticipation Note (such fees and expenses to be paid by the Issuer):

Greenspoon Marder LLP
Purchaser Counsel Fee -- $5,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond Anticipation Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond Anticipation Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is $0.

4. The management fee to be charged by the Purchaser is $0.

5. Truth-in-Bonding Statement:

The Bond Anticipation Note is being issued to finance and/or reimburse a portion of the costs of the Project.

Unless earlier prepaid, the Bond Anticipation Note is expected to be repaid on May 15, 2020. At the initial fixed interest rate of 3.22% (which is subject to adjustment as provided therein) and assuming the entire available principal amount is drawn on the date hereof, total interest paid over the life of the Bond Anticipation Note is estimated to be $49,105.

The Bond Anticipation Note will be payable solely from a pledge of the Pledged Revenues as described in a resolution of the Issuer adopted on May 13, 2019 (the "Resolution"). See the Resolution for a definition any other capitalized terms not otherwise defined herein. Issuance of the Bond Anticipation Note is estimated to result in average annual revenues of the Issuer of approximately $1,549,105 not being available to finance the other services of the Issuer during the life of the Bond Anticipation Note assuming the entire available principal amount is drawn on the date hereof. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 15th day of May, 2019.

SEACOAST NATIONAL BANK

By:_____
Name: Sarah Lynch
Title: Vice President, Commercial Banker

EXHIBIT D

FORM OF REQUISITION

City of Stuart, Florida
Public Utility Special Obligation Bond
Anticipation Note, Series 2019 (the "Bond Anticipation Note")

Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994
Attention: Sarah Lynch, Vice President

REQUISITION FOR PAYMENT

Amount Requested:	$_____
Aggregate Amount of Prior Draws:	$_____
TOTAL:	$_____

1. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in the Resolution No. __- 2019 adopted by the City Commission of the City of Stuart, Florida (the "Issuer") on May 13, 2019 (the "Resolution").

2. The Issuer hereby certifies that proceeds from this Requisition have been or will be used to pay for the costs of the Project (as such term is defined in the Resolution) and/or the costs of issuance of the Bond Anticipation Note.

This _____ day of _____, 20___.

CITY OF STUART, FLORIDA

By:_____
Name:_____
Title: Financial Services Director

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** AlainaKnofla

Title of Item:

FLOATING FOUNTAIN REPLACEMENT (RC):

RESOLUTION No. 48-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2019-103, FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING SERVICES TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, SUPERIOR WATERWAY SERVICES, INC. OF RIVIERA BEACH, FLORIDA PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on March 28, 2019. Simultaneously released on-line by Onvia (www.DemandStar.com), who notified 141 potential proposers and issued seven (7) ITB packages to planholders. The Stuart Procurement & Contracting Services Office issued four (4) ITB packages to individuals and firms who had expressed interest in proposing on this project. Three (3) proposals were received by the closing time and date of 2:30 pm, Tuesday April 16, 2019.

Procurement Office has checked references and recommends award to the lowest responsive and responsible bidder, Superior Waterway Services, Inc. of Riviera Beach, Florida total cost not to exceed $58,512.00 within the three year term of this contract.

Funding Source:

1220/546

Recommended Action:

Move to adopt Resolution No. 48-2019.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R48-2019	4/24/2019	Cover Memo
🗋	R48-2019 Contract	4/30/2019	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 48-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2019-103, FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING SERVICES TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, SUPERIOR WATERWAY SERVICES, INC. OF RIVIERA BEACH, FLORIDA PROVIDIG 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 award of ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services to the lowest, responsive and responsible bidder, Superior Waterway Services, Inc., of Riviera Beach, Florida; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 48-2019

Approve Award of ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services

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

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

ADOPTED this 13th day of May, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

AGREEMENT FOR SERVICES

CONTRACTOR: **Superior Waterway Services, Inc.**
6701 GARDEN ROAD
RIVIERA BEACH, FLORIDA 33404

PROJECT: **ITB #2019-103: FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING**

This CONTRACT, hereinafter "Contract", made and entered into the day of _____ _____, 2019 by and between **Superior Waterway Services, Inc.**" and the City of Stuart, Florida Municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and inconsideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with Contractor for provision of Floating Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Floating Fountain Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

III. CONTRACT PROVISIONS

Section 1. Period of Services

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor; Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one (1) year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

The City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Section III Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal.

2.2 Invoices

The Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditures of funds under this Agreement have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility of Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all loses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination of Convenience

Either party upon seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

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

Section 7. CITY'S Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of this project is:

(Name, Title) _____

(Mailing Address) _____

(Phone/Fax) _____

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

The Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

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

Section 10. Insurance

10.1 Requirements

The Contractor shall procure and maintain insurance amounts noted in 1.8 of the Invitation to Bid. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000.00, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

10.2 Certificate of Insurance

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

Section 11. **Professional Standards**

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

Section 12. **Non-Appropriation**

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

Section 13. **General Conditions**

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

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

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from this contract, the rate quoted shall be used to determine the adjusted contract price. No modifications, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or this entire Contract, it shall not constitute a waiver of the same.

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the liability limits established under chapter 768.20 Florida Statute as amended.

Section 14. Public Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Exhibits

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

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

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

Exhibit C- "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ASSEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

Chris York
Printed Name

President
Title

Copy

City of Stuart

INVITATION TO BID

FOR:	**Floating Fountain Replacement and Quarterly Cleaning Services**
DATE:	**March 28, 2019**
DEPT:	**Public Works - Street Division**
BID NUMBER:	**ITB No. 2019-103**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Tuesday, April 16, 2019.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name: Chris York

Company Name: Superior Waterway Services, Inc.

Street Address: 6701 Garden Road, Suite 1

City, State, Zip: Riviera Beach, FL 33404

Total Amount of Bid: $ 58,215.00

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Superior Waterway Services, Inc — Firm Name

4-15-19 — Date

cyork@superiorwaterway.com — Email Address

[signature] — Authorized Signature (Manual)

561-844-0248 — Telephone Number

Chris York / President — Name/Title (Please Print)

561-844-9629 — Facsimile Number

PART III

3.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

GROUP A (REPLACE EXISTING & QUARTERLY CLEANING)						
ITEM	LOCATION	HP	MOTOR SIZE	WARRANTY	REPLACEMEMT	QUARTERLY CLEANING
1	Flamingo @ Lake St. Lake	3	230 Volt, Single Phase, Ring jet Spray Pattern	5 Years motor 3 Years panel 3 Years lights	$ 8,955.00	$ 260.00
2	MLK Blvd. Southside	5	230 Volt, Single Phase, Geyser Jet Spray Pattern	"	$ 9,990.00	$ 260.00
3	Alamanda Way/Lake Charlotte	5	230 Volt, Single Phase Tri Tier Geyser Spray Pattern	"	$ 9,990.00	$ 260.00
4	Dixie Hwy	2	230 Volt, Single Phase, Two Tier Spray Pattern	"	$ 8215.00	$ 260.00
5	Bruner Pond (North Side)	5	230 Volt, Single Phase, Tri Tier Spray Pattern	"	$ 9,990.00	$ 260.00
6	Lake Street	2	230 Volt, Single Phase, Two Tier Pattern	"	$ 8,215.00	$ 260.00
GROUP B (QUARTERLY CLEANINGS ONLY)						
7	Hospital Pond	3	230 Volt, Single Phase			$ 260.00
8	Lake Clare-(2 fountains)	2	230 Volt, Single Phase			$ 260.00
9	MLK Blvd. Northside	5	230 Volt, Single Phase			$ 260.00

10	Post Office Circle (Bruner Pond S. Side)	5	230 Volt, Single Phase	$ 265.00
11	Memorial Park	2	230 Volt, Single Phase	$ 265.00
			Grand Total	$ 58,215.00

Preferred method of payment is by the City Purchasing Card (VISA).

DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☑ No ☐

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for p-card transactions.

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

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

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

Addendum(s) # 1 through # 1 Respondent's Initials C.Y.

(Signature) Chris York (Printed Name)

Superior Waterway Services, Inc (Name of Company, Firm) President (Printed Title)

561-844-0248 (Telephone Number) 561-844-9629 (Facsimile Number) cyork@superiorwaterway.com (Email Address)

3.2 SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 4-15-19

(Witness)

(Witness)

FOR: Superior Waterway Services, Inc
(Firm Name)

BY: _____
(Signature)

President
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 15 day of April 20 19,
known to me, or identified as Chris York
in the City of Riviera Beach, County of Palm Beach, State of Florida.

Signed: _____ Notary Public

My Commission Expires: 2-24-21. (Affix Seal)

LOUIS F PALERMO
Notary Public - State of Flori
Commission # GG 062
My Comm. Expires Feb
Bonded through National

LOUIS F PALERMO
Notary Public - State of Florida
Commission # GG 062542
My Comm. Expires Feb 24, 2021
Bonded through National Notary Assn.

LOUIS F
Notary Public
Commiss
My Comm
Bonded
021
sn.

3.3 REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:	Town of Juno Beach
Address	340 Ocean Drive
City	Juno Beach, State FL Zip Code 33408
Contact Name:	Tony Meriano Title: Public Works Director
Phone No:	561-656-0310 Fax: Email: ameriano@juno-beach.fl.us
Date of Service or Contract Period:	2014-Present Location Town Hall
Summary of Services Performed	Install & Service (Governmental) or Private

#2 REFERENCES

Company/Entity Name:	Town of Davie
Address	6901 Orange Dr
City	Davie, State FL Zip Code 33314
Contact Name:	Keith Pursell Title: Public Works
Phone No:	954-797-1191 Fax: 954-797-1246 Email: Keith_pursell@davie-fl.gov
Date of Service or Contract Period:	2016-Present Location Multiple
Summary of Services Performed	Fountain Install, Service Contract (Governmental) or Private

#3 REFERENCES

Company/Entity Name:	City of Lauderdale Lakes
Address	4300 NW 36th St
City	Lauderdale Lakes, State FL Zip Code 33319
Contact Name:	Vincent Richmond Title: Stormwater Administrator
Phone No:	954-535-2819 Fax: 954-733-4220 Email: vincentr@lauderdalelakes.org
Date of Service or Contract Period:	2018-Present Location Multiple - 26 units
Summary of Services Performed	Fountain Install (Governmental) or Private

Company Name Superior Waterway Services, Inc.

3.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: N/A

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Company Name Superior Waterway Services, Inc

3.5 PROPOSAL CHECKLIST FORM

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

1.	Letter of Transmittal	Yes ☑ No ☐
2.	Acknowledgment of addendum & submission with ITB	Yes ☑ No ☐
3.	Proposal Form & equipment Information	Yes ☑ No ☐
4.	Proof that Firm name is registered with their State of Origin	Yes ☑ No ☐
5.	Submit a copy of all Licenses, Certificates, Registrations, Permits etc.	Yes ☑ No ☐
6.	Submit 10% bond guarantee if total exceeds $50,000	Yes ☑ No ☐
7.	Submit any data in reference to Contract Performance	Yes ☑ No ☐
8.	Evidence of Insurance	Yes ☑ No ☐
9.	Reference Form	Yes ☑ No ☐
10.	Subcontractors Form	Yes ☑ No ☐
11.	Additional Data is submitted (Optional)	Yes ☑ No ☐

ITB #2019-103: Floating Fountain Replacement and Quarterly Cleaning Services

COMPANY NAME: Superior Waterway Services, Inc.

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA
   by: Chris York / President
   (print individual's name and title)
   for: Superior Waterway Services, Inc.
   (print name of entity submitting sworn statement)
   whose business address is: 6701 Garden Rd, Suite1 Riviera Beach, FL 33404
   and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0955914
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

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

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

_____
Signature

Sworn to and subscribed before me this 15 day of April, 20 19.

Personally known ✓ OR Produced Identification _____

Chris York
Notary Public – State of Florida

Type of Identification _____
My Commission Expires: 2-24-21

LOUIS F PALERMO
Notary Public - State of Florida
Commission # GG 062542
My Comm. Expires Feb 24, 2021
Bonded through National Notary Assn.

SEAL OR STAMP

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

Date: April 11, 2019

To: Prospective Bidders

Subject: **Addendum #1 to ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services**

ADDENDUM #1

The purpose of this addendum is to provide clarification to questions submitted by prospective bidders.

1. **Question:** Are light kits (LED lights) being added to the fountains and priced in the bids?

   Answer: **Our fountains are currently 500 watt, 115 Volt submersible fountain lights, and tempered lenses, mounted on stainless steel brackets. The City will convert to LED lighting or any comparable lighting.**

2. **Question:** Is the winning bidder responsible for dismantling and hauling away the old fountains?

   Answer: **Yes**

3. **Question:** Can it be assumed that the current power source and conduit (generally 2" required) running from the fountain control panel to the pond/lake is the code (conduit dug 18' below the ground) and power is available to supply 5HP and 2HP fountains/lights?

   Answer: **Yes**

4. **Question:** Will an access key be provided for gates and current fountain control panels and power supply boxes or will a Stuart employee provide access?

   Answer: **City personnel will provide access to each location**

5. **Question:** Will the same/similar pattern/display with other manufacturer's equipment be considered for instance using a lower horsepower?

   Answer: **The City is specifying a pattern not a manufacture**

6. **Question:** On the Price Proposal Form under Quarterly Cleaning is the cost for one quarter or for all four quarters?

   Answer: **Price proposal will be a total of all four quarterly cleanings**

7. **Question:** Along with six (6) new floating fountains, will the City also be expecting brand new control panels and brand new pump/motor cables?

Answer: Yes

8. **Question:** Is the City of Stuart tax exempt?

   Answer: Yes

9. **Question:** The Safety Standards are not included in the bid package (3.2 Safety Standards Certification)?

   Answer: **Safety Manual is attached to addendum**

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on April 16, 2019.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Specialist

Acknowledge is hereby made of Addendum #1 to ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services.

Signature

Superior Waterway Services, Inc
Firm

4-15-19
Date

cyork@superiorwaterway.com
Email Address

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Superior Waterway Services, Inc.
6701 Garden Road, Suite 1
Riviera Beach, FL 33404

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34944

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Floating Fountain Replacement & Quarterly Cleaning Services, ITB 2019-103

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2019

(Witness)

Superior Waterway Services, Inc.
(Principal) *(Seal)*

By: – President
(Title)

Rita Lazarides
(Witness) Rita Lazarides

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16 day of April 2019

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

05132019 CCM

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year August 22, 2018 to September 30, 2019

6701 Garden Rd Ste 1
SUPERIOR WATERWAY SERVICES INC

Issued:
Vendor: 07561.1

SUPERIOR WATERWAY SERVICES INC
6701 GARDEN RD STE 1
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

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MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

SUPEWAT-01 CHOLZWORTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/15/2019

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

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

PRODUCER	CONTACT NAME: Carol Holzworth
Legacy Insurance Solutions, LLC 1410 Piedmont Drive East 2nd Floor Tallahassee, FL 32308-7942	PHONE (A/C, No, Ext): (850) 894-2333 FAX (A/C, No): (850) 894-3129 E-MAIL ADDRESS: cholzworth@legacyinsllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B : Old Dominion Insurance Company	40231
INSURER C : Florida Citrus, Business & Industries Fund	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Superior Waterway Services, Inc.
6701 Garden Road
Suite 1
Riviera Beach, FL 33404

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7930024720004	8/16/2018	8/16/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional $1M/$1M						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Contractor Pollution						CONTRACTORS POL	$ 1,000,000
B	AUTOMOBILE LIABILITY			B1P7382F	2/9/2019	2/9/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			7930052610002	8/16/2018	8/16/2019	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10661263-2018	3/11/2019	3/11/2020	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Transportation Poll			7930024720004	8/16/2018	8/16/2019	Aggregate	1,000,000

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

CERTIFICATE HOLDER

For Information Purpose Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AquaMaster® FOUNDATIONS AND AERATORS

MASTER THE POWER AND BEAUTY OF WATER

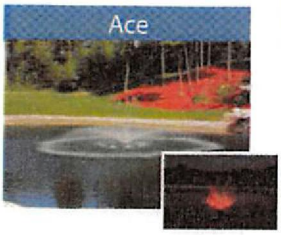
MASTERS SERIES®

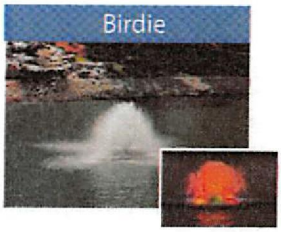
05132019 CCM

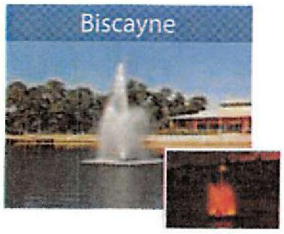
Discover the Power & Beauty of the Masters Series® by AquaMaster®. These revolutionary fountains are available in a wide variety of spray patterns. All Masters Series® (except Captiva & Kiawah) are interchangeable and provide you with the ability to change spray patterns. (Flow straightener may be required.) This flexibility gives you the power to create dazzling waterscapes while improving water quality.

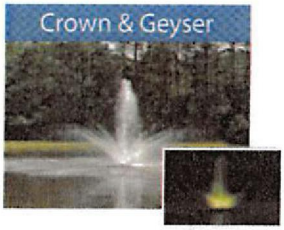
Basic Flow Patterns

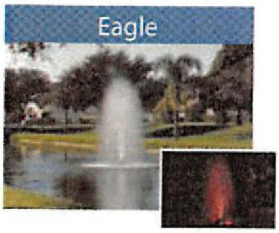
This group of patterns are easily interchanged with each other to create a variety of patterns.

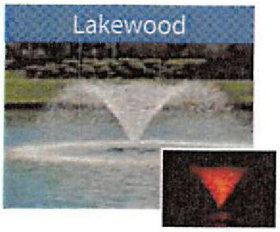


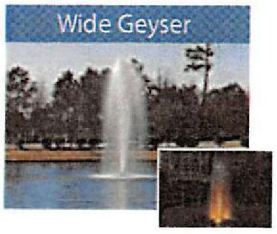






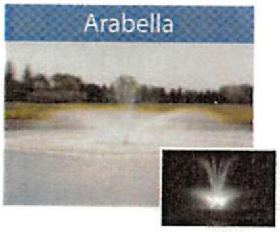


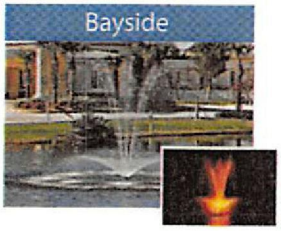


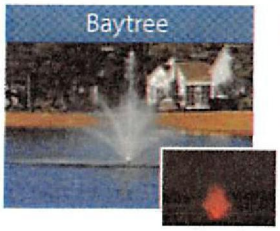


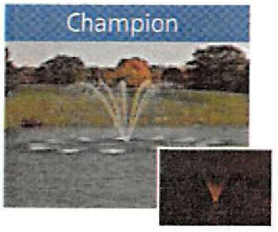
Straightened Flow Patterns

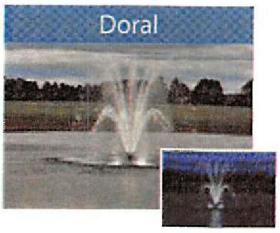
This group includes patterns utilizing flow straightener technology and are easily interchanged with each other.

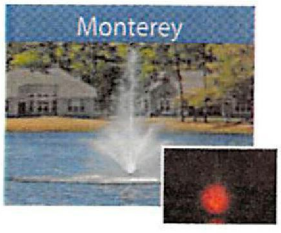


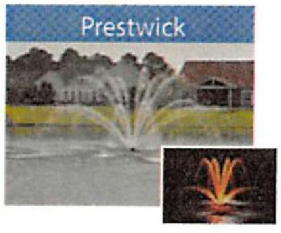


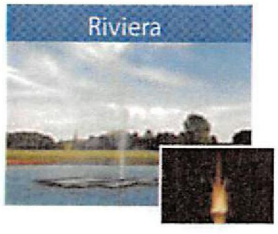


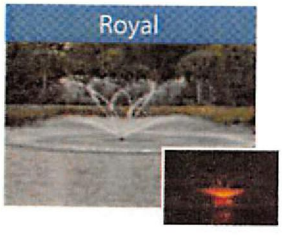


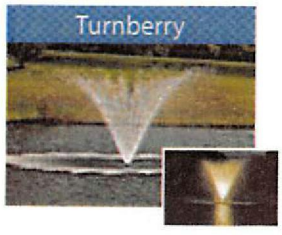


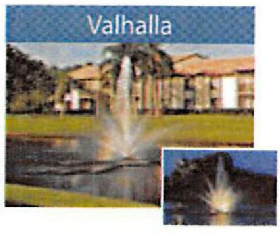












Masters Series® by AquaMaster® Fountains are engineered and built for superior performance and longevity and backed by the industry's finest warranty. Easily installed and maintained with a wide variety of models and voltages to choose from. Acheiving a goal of aesthetics and/or beneficial aeration for your specific requirement is easily attained.

16024 COUNTY ROAD X | KIEL, WI 53042 | 920.693.3121 | 800.693.3144 | FAX: 920.693.3634

WWW.AQUAMASTERFOUNTAINS.COM

Aqua Master® FOUNDATIONS AND AERATORS

MASTER THE **POWER** AND **BEAUTY** OF WATER

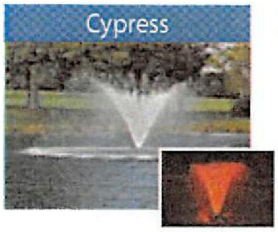
MASTERS SERIES®

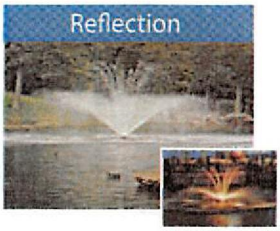
Discover the Power & Beauty of the Masters Series® by AquaMaster®. These revolutionary fountains are available in a wide variety of spray patterns. All Masters Series® (except Captiva & Kiawah) are interchangeable and provide you with the ability to change spray patterns. (Flow straightener may be required.) This flexibility gives you the power to create dazzling waterscapes while improving water quality.

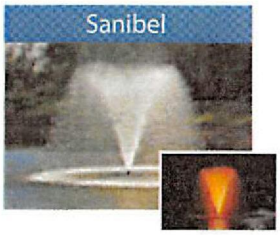
Floating Fountains • Fixed Based Water Feature Fountains • High Performance Aeration Systems • Lighting • Accessories

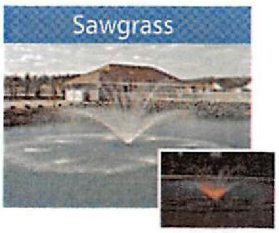
Adjustable Straightened Flow Patterns

This group of patterns dimensions can be easily adjusted by the turning of the lock nut assembly. Patterns in this group are interchangeable with each other.









Specialty Patterns

The popular Captiva pattern utilizes a specialty nozzle assembly and is not interchangeable. The Kiawah high horsepower two-tier pattern utilizes a spray ring assembly and is not interchangeable.

Features & Design

Masters Series® high quality fountains designed to perform; built to last.

AquaMasters® Masters Series® fountains are engineered and built for superior performance and longevity and backed by the industry's finest warranty. This series is easy to install and maintain with a wide variety of models and voltages to choose from and attaining your goal of beautiful aesthetics and beneficial aeration that suit your specific requirements is easy to do!

- 30+ spray patterns
- ½ to 10HP models
- Three design types
  - Vertical
  - Horizontal
  - Cart (7½ – 10HP)
- Easy Installation and Maintenance
- Available in all voltages, 60 Hz and 50 Hz *
- Domestic 60 Hz total package UL LISTING for safety assurance
- Fountain
  - Control panel
  - Specific underwater rated power cable
  - Lighting
- Backed by superior factory warranties
  - 5 years (½ – 5HP)
  - 3 years (7½ – 10HP)
- Exclusive underwater AquaLock Connector (ALC) cable quick disconnect available on ½ HP to 5 HP models
- 16" Minimum operating depth1 - 5 HP Horizontal Design
- Interchangeable Nozzles
- Recessed Night Glow Lighting - LED
- Stainless steel motor housing
- Cutom-designed Oil-cooled energy efficient motors
- Oversized Stainless steel intake screen
- Patented, High-efficiency stainless steel impeller system

*International 60 Hz and 50 Hz do not ship with control panel

Distributed By:

16024 COUNTY ROAD X | KIEL, WI 53042 | 920.693.3121 | 800.693.3144 | FAX: 920.693.3634

WWW.AQUAMASTERFOUNTAINS.COM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Superior Waterway Services, Inc.
6701 Garden Road, Suite 1
Riviera Beach, FL 33404

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34944

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Floating Fountain Replacement & Quarterly Cleaning Services, ITB 2019-103

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2019

(Witness)

Superior Waterway Services, Inc.
(Principal) *(Seal)*

By: – President
(Title)

Rita Lazarides
(Witness) Rita Lazarides

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16 day of April 2019

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

ITB No. 2019-103

Floating Fountain Replacement & Quarterly Cleaning Services

Event	Date
Date ITB Issued	March 28, 2019
Due date for questions	April 9, 2019
ITB Due Date	April 16, 2019

City of Stuart

ITB 2019-103

Floating Fountain Replacement and Quarterly Cleaning Services

Advertisement

Proposals for Floating Fountain replacement and Quarterly Cleaning Services will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until April 16, 2019 at 2:30 P.M.

An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "ITB 2019-103, Floating Fountain Replacement and Quarterly Cleaning Services." Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

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

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: ITB# 2019-103, Floating Fountain Replacement and Quarterly Cleaning Services"

Dated: **3/20/19**
Published: **3/28/19**

INVITATION TO BID

FOR: **Floating Fountain Replacement and Quarterly Cleaning Services**
DATE: **March 28, 2019**
DEPT: **Public Works - Street Division**
BID NUMBER: **ITB No. 2019-103**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Tuesday, April 16, 2019.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name _____

Company Name _____

Street Address _____

City, State, Zip _____

Total Amount of Bid $_____

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

_____ _____ _____
Firm Name Date Email Address

_____ _____
Authorized Signature (Manual) Telephone Number

_____ _____
Name/Title (Please Print) Facsimile Number

INSTRUCTIONS TO BIDDER

A1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

A2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**

A3 **An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.**

A4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

A5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.

A6 Bids may not be withdrawn for a period of 30 days after the public opening date.

A7 Bidder's attention is specifically called to the terms and conditions of this solicitation.

A8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

A9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

A10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the Financial Services Director.

A11 Questions relative to interpretation of specifications or the solicitation process shall be emailed to: purchasing@ci.stuart.fl.us 7 days prior to the period set date for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed

addenda with their bid. **The Procurement Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A13 Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A14 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A15 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A16 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A17 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A18 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

A19 **Failure to comply with these instructions may result in disqualification of your bid.**

A20 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar-subscriptions, **"FREE AGENCY".**

PART I GENERAL INFORMATION

1.1 OVERVIEW

The purpose of this bid is to seek a qualified, experienced contractor to provide all labor, equipment, and materials necessary to provide Floating Fountain Replacement on Six (6) City Fountains and Quarterly Cleaning Services for all twelve (12) fountains located throughout the City.

1.2 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.3 INQUIRIES

The City will not respond to oral inquiries. Interested bidders may contact the Procurement Office, regarding questions about the bid at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-1202. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this Bid, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the ITB number. All bidders are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

1.4 DELAYS

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

1.5 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

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

To facilitate processing, please mark the outside of the envelope as follows: **ITB #2019-103 "Annual Contract for Floating Fountain Replacement and Quarterly Cleaning Services"** The envelope shall also include the bidder's return address.

Respondents shall submit one (**1**) original and two (2) copies of the proposal submittal with each marked "**COPY**", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY
2:30 P.M. ON Tuesday, April 16, 2019.

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

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

1.6 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this ITB shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Bidders by email that an addendum has been made to the ITB. The City shall not be responsible for providing notice of addenda to potential bidders who receive a package from sources other than the City or DemandStar.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.7 EQUAL OPPORTUNITY

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

1.8 INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than “B” as to management and no less than Class “VIII” as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than $1,000,000.00 combined single limit or $500,000.00 per person/ $1,000,000.00 per accident bodily injury and $250,000.00 per accident property damage.

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

a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

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

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The "Acord" certification of insurance form should be used.

1.9 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO

for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.10 SUSPENDED VENDOR

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

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

1.11 ASSIGNMENT & SUBCONTRACTING

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

1.11 PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

1.12 LICENSES

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

1.13 BUSINESS TAX RECEIPT

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

1.14 OTHER GOVERNMENTAL ENTITIES

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

1.15 CONTRACT TERM

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

a) **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

b) **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.16 CONTRACT AMENDMENT

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

1.17 NON EXCLUSIVE CONTRACT

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

1.18 ESTIMATED QUANTITIES

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

1.19 DEFAULT

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

1.20 BACKGROUND INFORMATION

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

1.21 COMPETENCY OF RESPONDENTS

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

1.22 PERFORMANCE EVALUATION

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

PART II SCOPE OF WORK

2-1. PURPOSE

The City of Stuart is soliciting proposals from qualified, experienced firms to provide all labor, equipment, supplies, chemicals, and materials necessary to accomplish the work as detailed and specified to clean and maintain exterior decorative fountains in retention ponds throughout the City of Stuart. Generally the project will consist of, but is not limited to completing the following:

- ✓ Check control panel components and amperage draw of pump motors, including timers
- ✓ Clean all of the fountains, including the removal of foreign substances that have been deposited into, on or directly adjacent to all fountains.
- ✓ Clean and adjust water feature jets
- ✓ Clean and check lights for burned out lamps and damaged cords
- ✓ Replace any lamps as needed for purchase price of bulb
- ✓ Check for power surges and reset G.F.C.I breakers
- ✓ Visually check all accessible piping systems for damage and water leaks
- ✓ Maintain all equipment, mechanical and electrical, and affect any repairs needed to maintain a fully operational fountain and pool system.
- ✓ Replacement of six (6) fountains.

2-2. SITE VISIT

Prior to bid opening, bidder shall be responsible for visiting all specified fountains and retention pond site locations.

2-3. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Bidders are advised to make a thorough inspection of all fountains and to take note of any varying degrees of difficulty associated with the work site.

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

2-4. WORK OBJECTIVE

The contractor is to check control panel components and amperage draw of pump motors, including timers, clean junction, intake screens, clean and adjust water feature jets, clean and check lights for burned out lamps and damaged cords, replace any lamps as needed for purchase price of bulb, check

power surges and reset G.F.C.I breakers, visually check all accessible piping systems for damage and water leaks. Replace six (6) existing fountains with new.

The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee.

2-5. EQUIPMENT

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

2-6. INSPECTION AND DIRECTION

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

2-7. INVOICING AND PAYMENT

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

2-8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all works occurs between the hours of **7:00 AM and 3:00 PM;** All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the regular cleaning schedule for up to two (2) days in a given week, the City may require affected areas be cleaned within two (2) working days without interruption of the regular cleaning schedule.

C. Observed Holidays

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

2-9. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within 30 days of issuance of Notice to Proceed. Awarded vendor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure the cleanliness of fountains are completed within timeframes as specified in the approved schedule.

2-10. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

2-11. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor, The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2-12. BONDS

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

2-1. **Payment & Performance Bonds:** The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

PART III

3.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

GROUP A (REPLACE EXISTING & QUARTERLY CLEANING)						
ITEM	**LOCATION**	**HP**	**MOTOR SIZE**	**WARRANTY**	**REPLACEMEMT**	**QUARTERLY CLEANING**
1	Flamingo @ Lake St. Lake	3	230 Volt, Single Phase, Ring jet Spray Pattern		$	$
2	MLK Blvd. Southside	5	230 Volt, Single Phase, Geyser Jet Spray Pattern		$	$
3	Alamanda Way/Lake Charlotte	5	230 Volt, Single Phase Tri Tier Geyser Spray Pattern		$	$
4	Dixie Hwy	2	230 Volt, Single Phase, Two Tier Spray Pattern		$	$
5	Bruner Pond (North Side)	5	230 Volt, Single Phase, Tri Tier Spray Pattern		$	$
6	Lake Street	2	230 Volt, Single Phase, Two Tier Pattern		$	$
GROUP B (QUARTERLY CLEANINGS ONLY)						
7	Hospital Pond	3	230 Volt, Single Phase		$	
8	Lake Clare-(2 fountains)	2	230 Volt, Single Phase		$	
9	MLK Blvd. Northside	5	230 Volt, Single Phase		$	

10	Post Office Circle (Bruner Pond S. Side)	5	230 Volt, Single Phase	$
11	Memorial Park	2	230 Volt, Single Phase	$
			Grand Total	$____

Preferred method of payment is by the City Purchasing Card (VISA).

DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☐

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for p-card transactions.

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

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

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

Addendum(s) # _____ through # _____ Respondent's Initials _____

_____ _____

(Signature) (Printed Name)

_____ _____

Name of Company, Firm (Printed Title)

_____ _____ _____

Telephone Number Facsimile Number Email Address

3.2 SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: _____ FOR: _____
(Firm Name)

_____ BY: _____
(Witness) (Signature)

_____ _____
(Witness) (Title)

_____
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this _____day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____Notary Public

My Commission Expires: _____. (Affix Seal)

3.3 REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:			
Address			
City ,	State	Zip Code	
Contact Name:		Title:	
Phone No:	Fax:	Email:	
Date of Service or Contract Period:		Location	
Summary of Services Performed		Governmental or Private	

#2 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____		Governmental or Private _____	

#3 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____		Governmental or Private _____	

Company Name _____

3.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Company Name _____

3.5 PROPOSAL CHECKLIST FORM

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

1.	Letter of Transmittal	Yes ☐	No ☐
2.	Acknowledgment of addendum & submission with ITB	Yes ☐	No ☐
3.	Proposal Form & equipment Information	Yes ☐	No ☐
4.	Proof that Firm name is registered with their State of Origin	Yes ☐	No ☐
5.	Submit a copy of all Licenses, Certificates, Registrations, Permits etc.	Yes ☐	No ☐
6.	Submit 10% bond guarantee, if total exceeds $50,000	Yes ☐	No ☐
7.	Submit any data in reference to Contract Performance	Yes ☐	No ☐
8.	Evidence of Insurance	Yes ☐	No ☐
9.	Reference Form	Yes ☐	No ☐
10.	Subcontractors Form	Yes ☐	No ☐
11.	Additional Data is submitted (Optional)	Yes ☐	No ☐

ITB #2019-103: Floating Fountain Replacement and Quarterly Cleaning Services

COMPANY NAME: _____

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

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

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

   by: _____
   (print individual's name and title)

   for: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

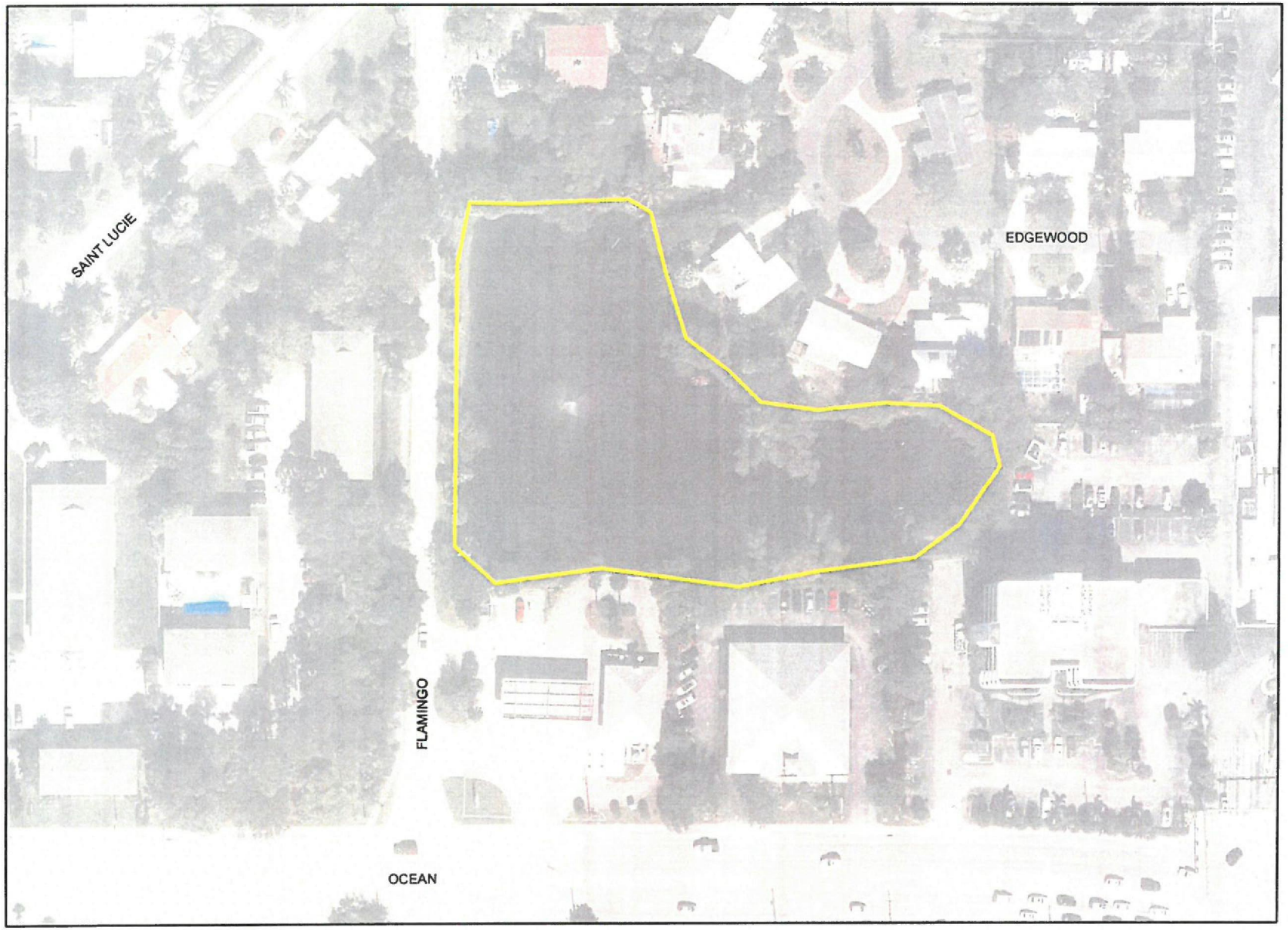
_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires: _____

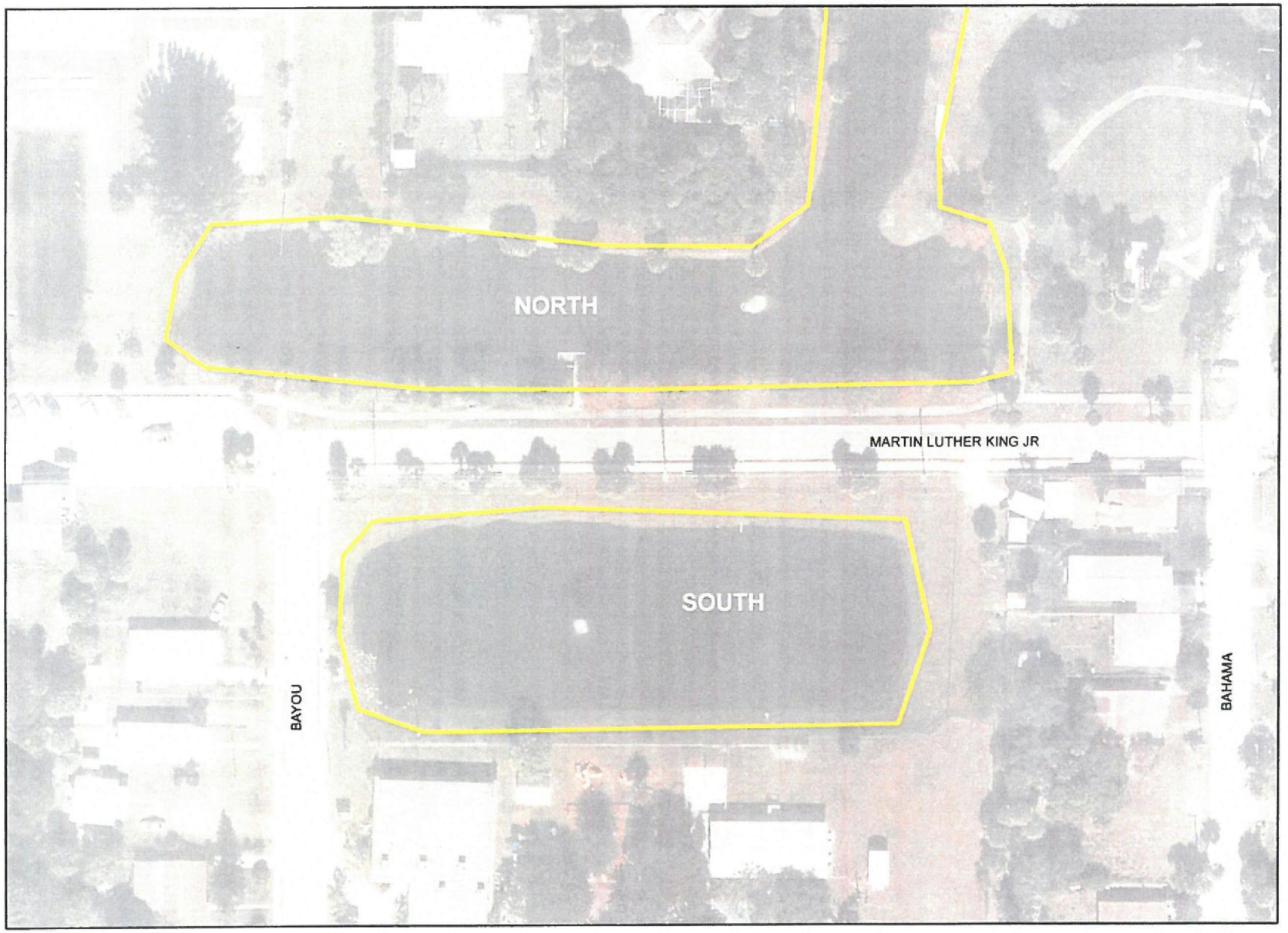
SEAL OR STAMP

ATTACHEMENT A
"MAPS/LOCATIONS"

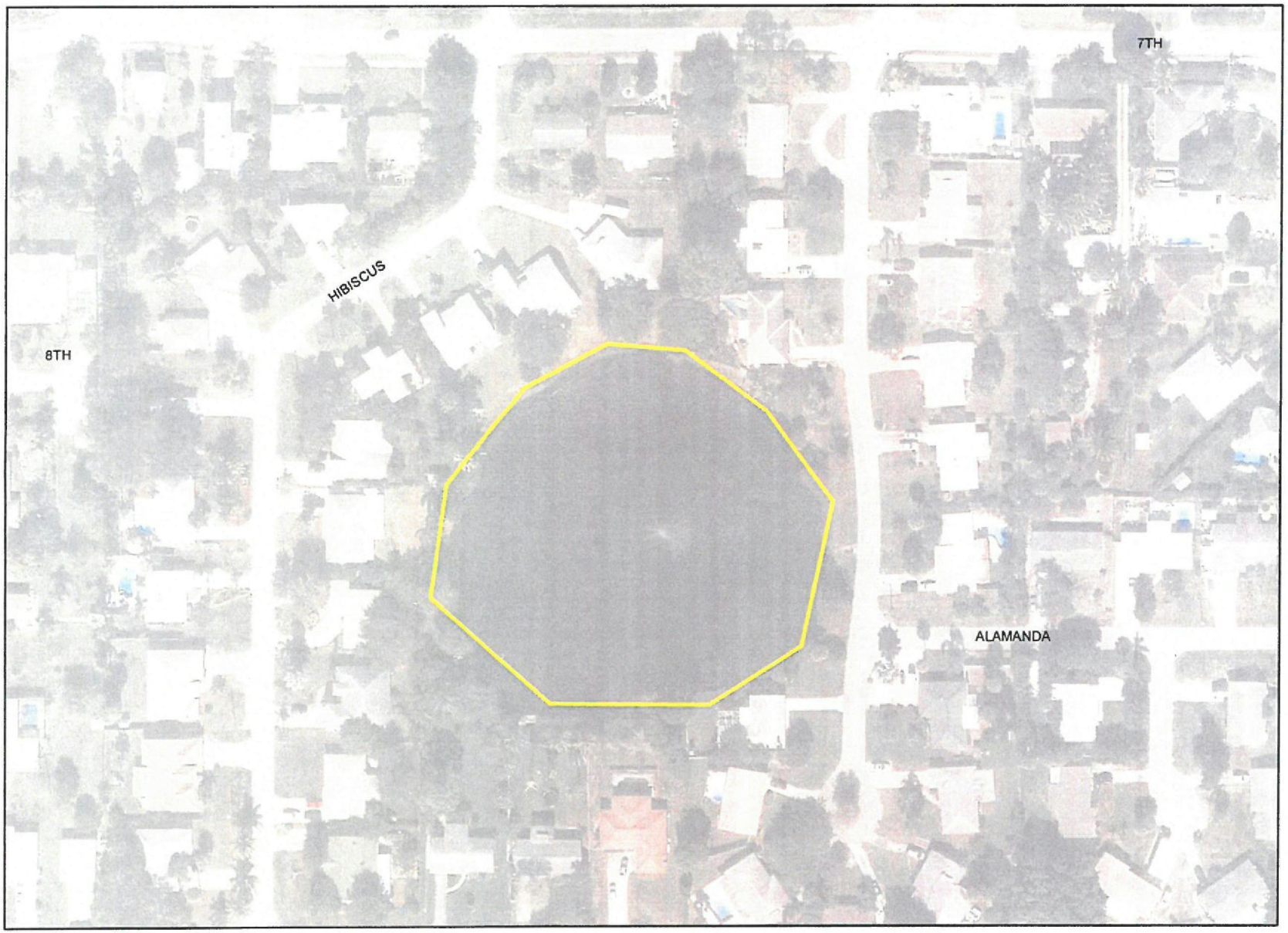
Flamingo Pond Fountain



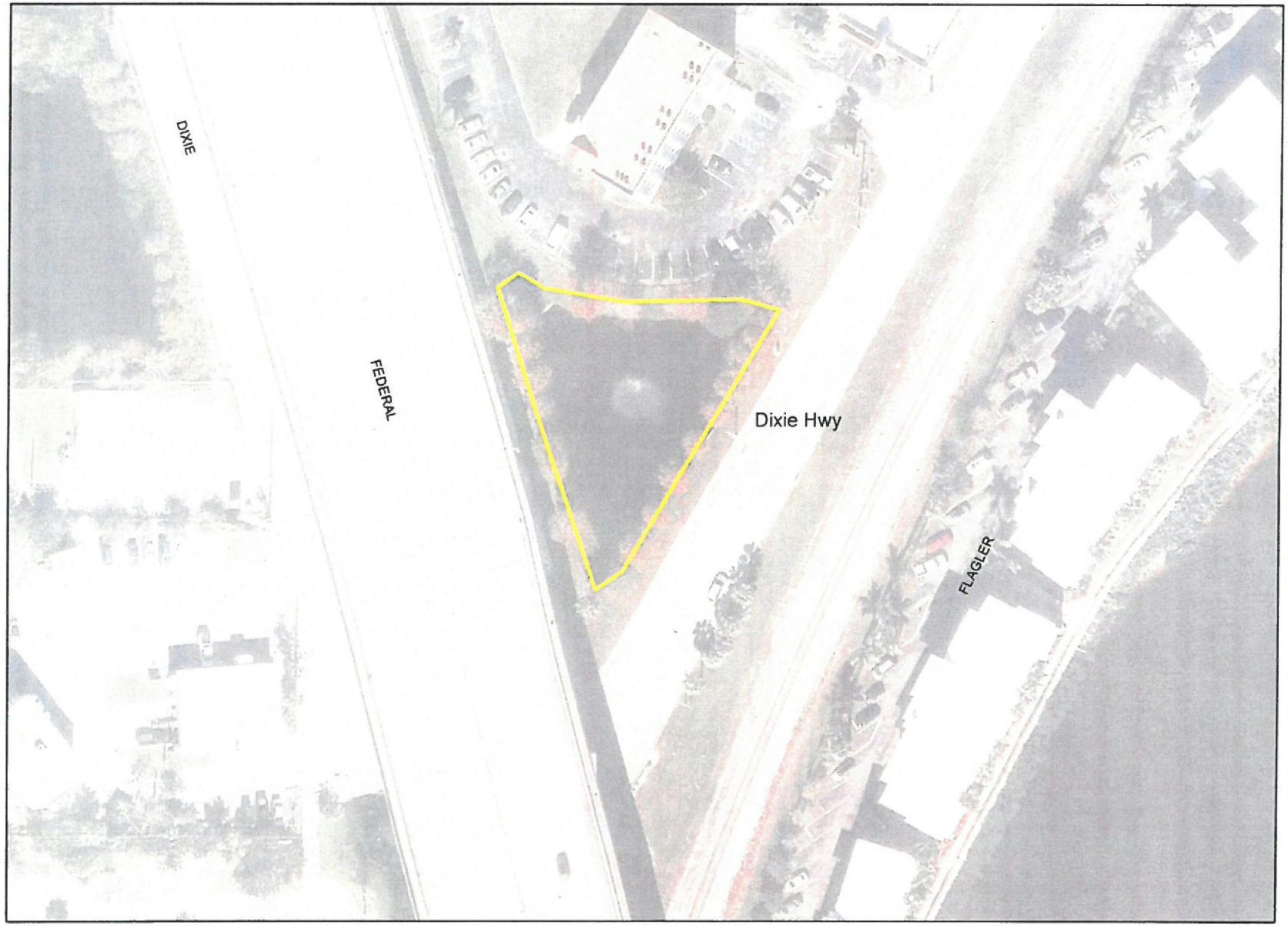
MLK N & S Pond Fountains



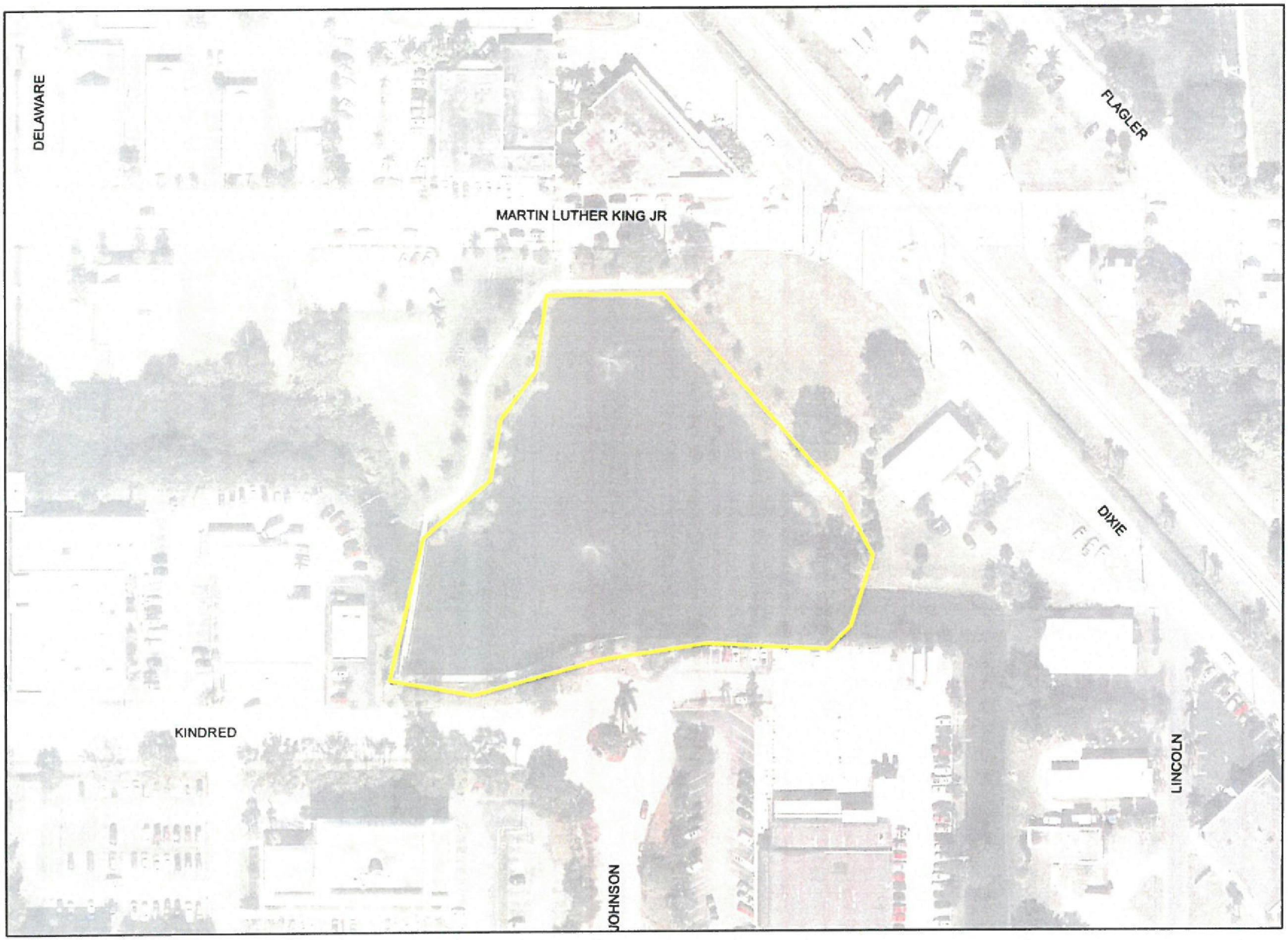
Alamanda Way Pond Fountain



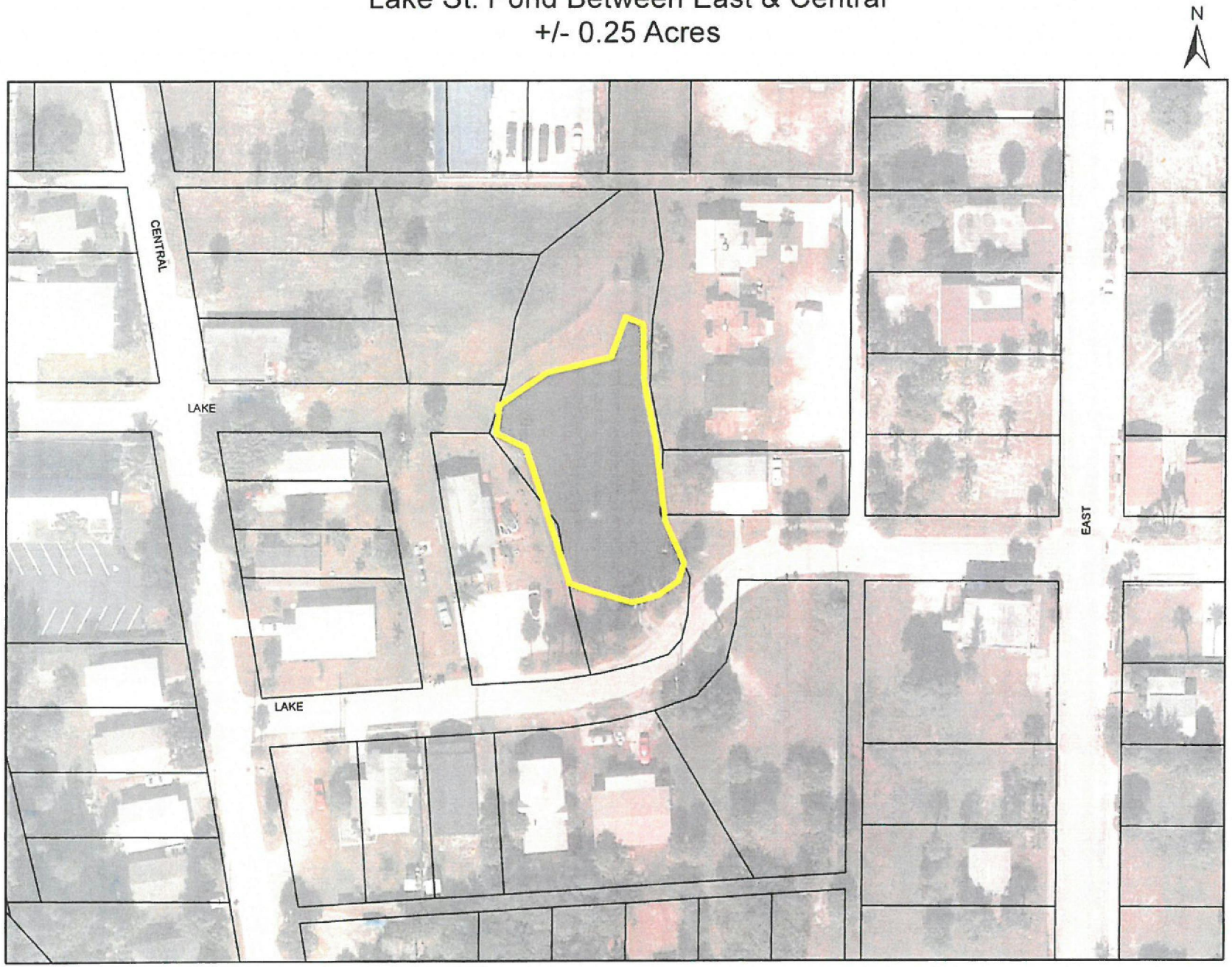
Dixie Hwy/SR 707 Pond Fountain



Bruner Park Pond Fountains

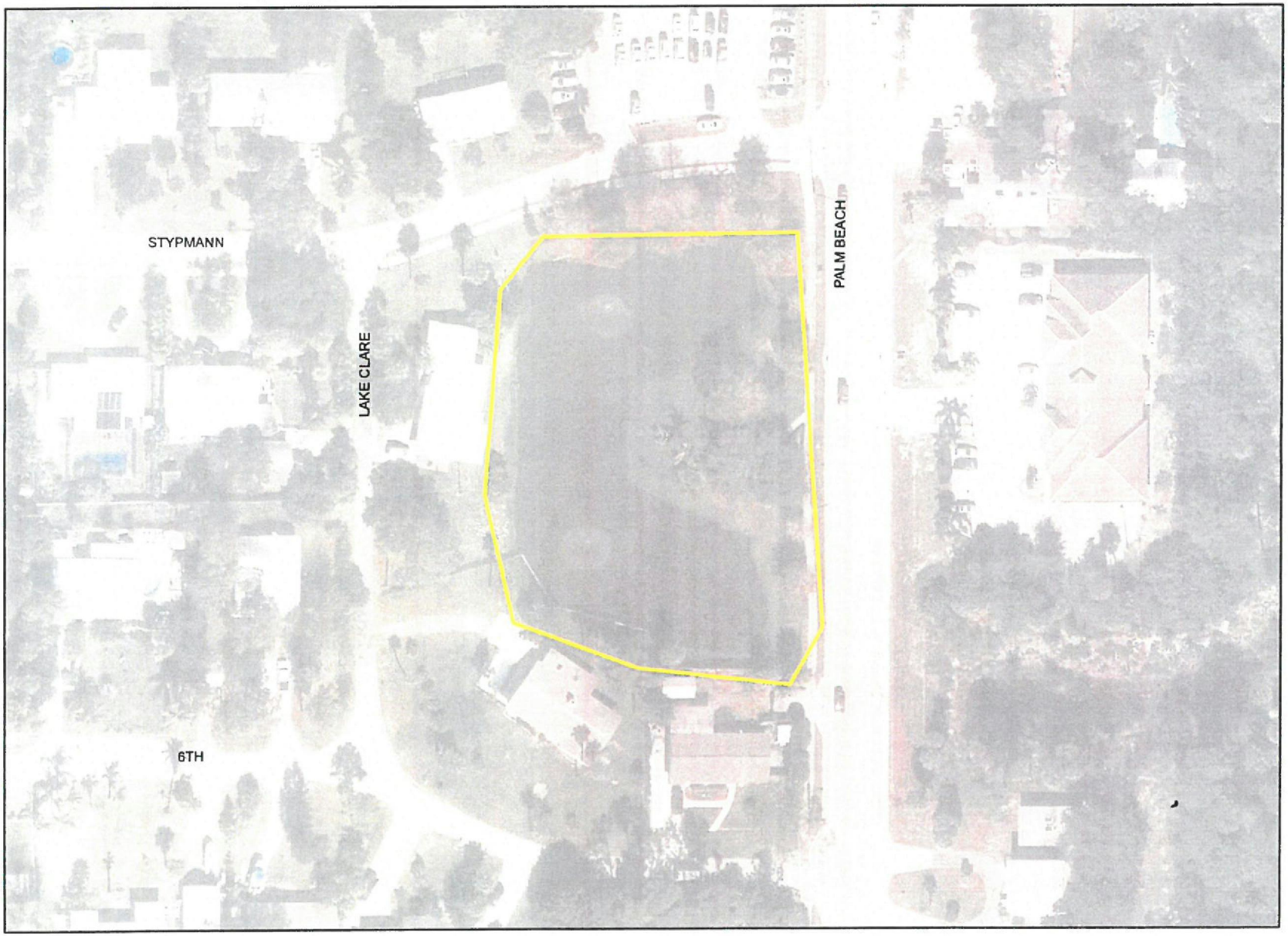


Lake St. Pond Between East & Central
+/- 0.25 Acres

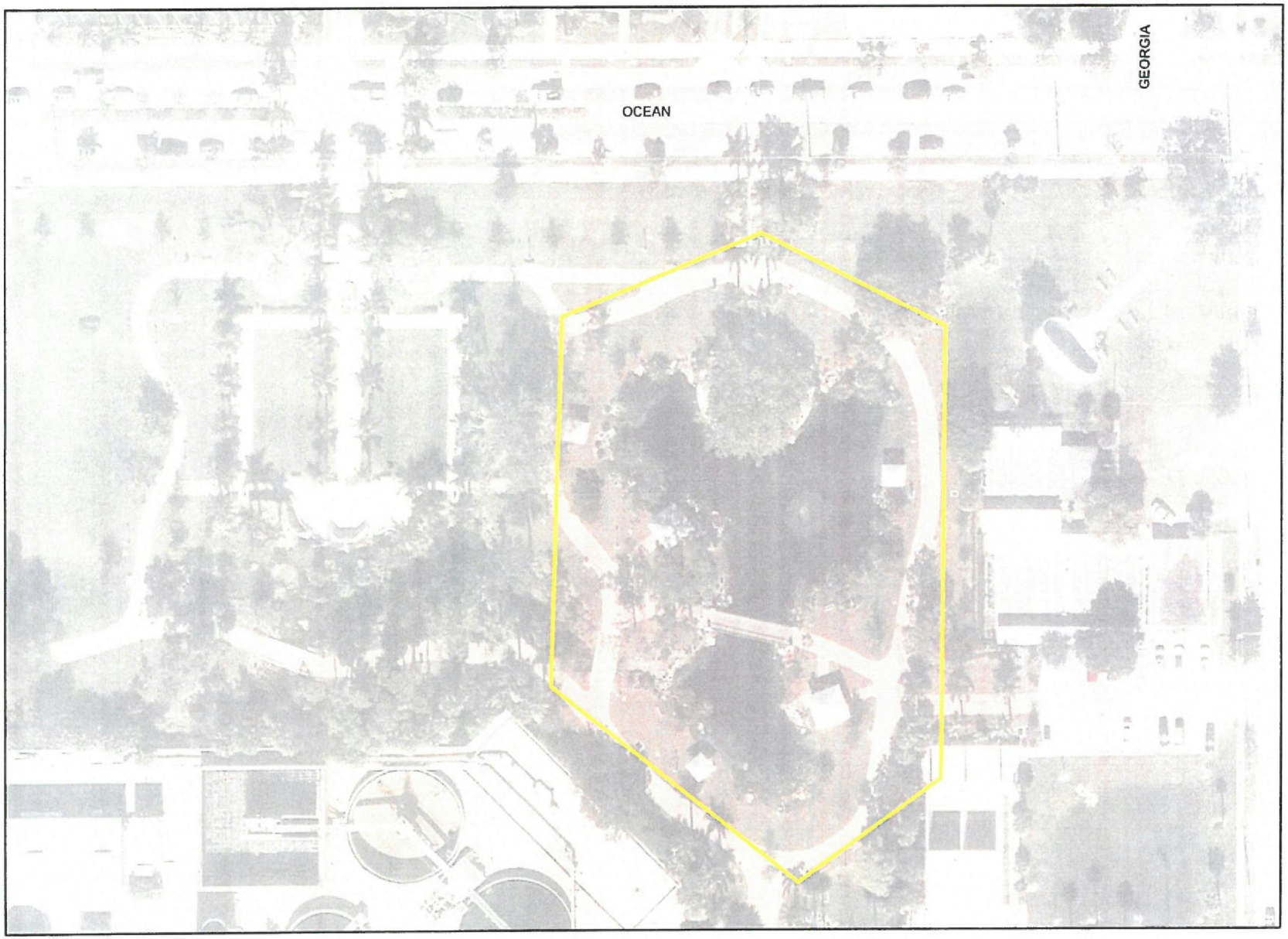


Hospital Pond Fountains

Lake Clare Fountains



Memorial Park Fountain



ATTACHMENT B
"SAMPLE CONTRACT"

3.7 SAMPLE STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: ITB 2019-103: FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the _____ day of _____, 2019 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Floating Fountain Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Floating Fountain Replacement and quarterly cleaning services as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding these Services as rendered. The services will be those customarily attendant to fountain replacement and quarterly cleanings. The detailed scope of services to be performed and schedule of fees for those services is described in Part III Section 3.1(Contractor's response to ITB #2019-103).

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Section III Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

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

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Milton Leggett, Deputy Public Works Director.

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

(name, title)
(mailing address)
(phone/fax)

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

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

Section 10. Insurance.

10.1. Requirements

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

10.2 Certificate of Insurance

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

Section 11. Professional Standards

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

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not

taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14. Public Records

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

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public

Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

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

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

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

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

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

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

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

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

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

Section 15. Exhibits

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

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

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

Exhibit C - "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

qSignatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** David D. Peters

Title of Item:

PUBLIC SAFETY BUILDING HVAC REPLACEMENT (RC):

RESOLUTION No. 50-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SEVEN (7) ROOF TOP HEATING AND AIR CONDITIONING PACKAGE UNITS AND UPGRADES TO EXISTING CONTROLS AT THE PUBLIC SAFETY BUILDING WITH THERMAL CONCEPTS, INC. IN THE AMOUNT OF $306,728.01 IN ACCORDANCE WITH CITY CONTRACT ITB NO.2018-107 HVAC REPLACEMENT SERVICES DATED MAY 14, 2018 AND A WRITTEN QUOTE DATED APRIL 5, 2019, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Manager had plans to replace the HVAC System with a Chilled Water HVAC System at the Public Safety Building in FY2020 by reserving $400,000.00 in FY 2019 and appropriating an additional $400,000.00 in FY 2020.

Staff met with FPL to determine if their energy saving incentive programs may assist in lowering the capital cost of a chilled water system. After several meetings it was determined the programs offered by FPL would not offer a substantial reduction in capital outlay.

On April 8, 2019 the City received a preliminary proposal for the chilled water system in the amount of $1,191,400.00.

Staff reviewed both the written quote for replacement of seven (7) roof top units dated April 5, 2019 and the chilled water system proposal dated April 8, 2019 and find it more cost effective to replace the roof top units at this time.

Since $400,000 is already appropriated in the 2019 Budget as a "sinking fund" for the 2020 purchase of a Chiller Plant, the Manager is seeking authorization to instead utilize these funds to purchase the replacement HVAC units.

Funding Source:

General Fund Other Uses - Transfer to Reserves

Recommended Action:

Adopt Resolution 50-2019 authorizing the procurement of seven (7) roof top HVAC package units in the amount of $306,728.01 in accordance with the written quote from Thermal Concepts, Inc.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R50-2019	5/3/2019	Resolution add to Y drive
🗋	Public Safety Building A/C Unit Replacement	5/6/2019	Attachment
🗋	Public Safety Building Chilled Water Proposal	5/6/2019	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 50-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PROCUREMENT OF SEVEN (7) ROOF TOP HEATING AND AIR CONDITIONING PACKAGE UNITS AND UPGRADES TO EXISTING CONTROLS AT THE PUBLIC SAFETY BUILDING WITH THERMAL CONCEPTS, INC. IN THE AMOUNT OF $306,728.01 IN ACCORDANCE WITH CITY CONTRACT ITB NO.2018-107 HVAC REPLACEMENT SERVICES DATED MAY 14, 2018 AND A WRITTEN QUOTE DATED APRIL 5, 2019, 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 Manager of the City of Stuart, Florida awarded the ITB #2018-107 to Thermal Concepts, Inc. for HVAC Replacement Services on May 14, 2018.

SECTION 2: A written quote from Thermal Concepts, Inc. was provided on April 5, 2019 for the replacement of all seven (7) roof top package units and upgrades to existing Trane controls at the Public Safety Building in the amount for 306,728.01 in conformance with ITB #2018-107.

Resolution No. 50-2019
Authorization To Replace HVAC Units at the Public Safety Building

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

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

ADOPTED this 13th day of May, 2019

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

THERMAL CONCEPTS
HVAC • Refrigeration • Ductwork
CACO39621 CSCO46951 CGCA07936

Stuart Office
2497 SE Dixie Highway
Stuart, Florida 34997
O: 772.220.2365
F: 772.220.2273

Main Office
2201 College Avenue
Davie, Florida 33317
O: 954.472.4465
F: 954.370.6410

Gulf Coast Office
3193 Tech Drive N.
St. Petersburg, Florida 33716
O: 727.914.8530
F: 727.914.8362

DATE: April 5, 2019

CLIENT:
City Of Stuart
121 Sw Flagler Ave.
Stuart, Fl 34994
Phone:
Fax:

PROPOSAL: 00026375
Replace RTU's/Upgrade Controls
Stuart Public Safety Bldg.

CONTACT: John LaPadula

We propose hereby to furnish material and labor, complete in accordance with specifications below for the sum of **Three Hundred Six Thousand Seven Hundred Twenty-Eight And 01/100 Dollars.**

Replace (7) Roof Top Package Units and Upgrade Existing Trane Controls

- Disconnect line & low voltage power from existing RTU's.
- Disconnect existing condensate drain piping.
- Remove any anchoring from existing RTU's.
- Fly existing RTU's off roof with crane and remove from and dispose of in accordance with EPA regulations.
- Install curb adapter on existing curb of RTU-1 only.
- Provide (7) new Trane RTU Package Units

All Units

- DX cooling - Downflow
- High efficiency
- 460/60/3 Voltage
- Hinged Panels
- 1-Set Pleated MERV8 Filters
- Motorized O/A Damper
- Factory Mounted VFD (Accept RTU-5)
- Oversize motor with shaft grounding ring
- Corrosion Protection Coating on Condenser Coils and Cabinet
- Coil Guards
- BACnet communications interface
- Electric Heat (RTU-5 only)
- Condensate overflow switch
- Stainless steel drain pan

THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.

Customer Initial_____

- 1st Year Parts Warranty Entire Unit
- 2nd Thru 5th Year Compressor Parts Warranty
- Adapter Curb (RTU-1 only)

- Fly new RTU's and set on existing curbs.
- Anchor new RTU's to existing curbs w/ #14 x 6" self-tapping screws through base rail into existing curb @ 8" on center all sides.
- Reconnect existing line voltage wiring.
- Install and wire temporary thermostats in new RTU's and place in return air while Trane performs upgrades to existing controls system.
- Start-Up new units and verify operation.
- Provide Upgrade to existing Trane controls system as described in the below scope provided by Trane:

Controls Stuart Public Safety Building

TRACER SC WEB ENABLED SYSTEM CONTROLLER, INCLUDING:

- Replace existing BCU with new TRACER SC Controller
- Reconnect existing Lontalk Communication Link (VAV Boxes Controllers) to new SC including:
- 1 MP581 Controller
- 2 MP503 Controllers
- Connect new RTUs (7) with BACnet communication cards (Supplied with equipment) to new SC.
- Configure new SC Controller
- Time of Day Schedule Control
- RTU Trends capability
- Local & Remote Alarms Set-up
- Mobile Web enabled interface

TRANE COMM3/COMM4 COMMUNICATION BRIDGE, INCLUDING:

- Install with new Comm3/Comm4 Communication Bridge
- Tie-in existing BCU-1 Comm4 Communication Links to New Bridge, Including:
- 42 Comm4 VAV Boxes
- Convert existing BCU-1 CPL Programs into TGP-2 SC Programs
- Configure all existing BCU-1 Systems inside the new SC Controllers
- Demolition of 6 existing VAV Command Units.

LABOR INCLUDING:

- Engineering
- Installation
- Custom color graphic displays, reports and alarm sequences
- Low voltage wiring
- Startup & checkout
- Owner training
- One-year warranty

Customer Initial_____

PRICE ASSUMES:

- Power Wiring to BCS Controllers by Trane
- Standard production & delivery cycles
- All remaining Equipment are working properly
- All remaining controllers and End devices are working properly.
- Fire/Smoke Dampers are working properly
- If existing sensors, actuators, or any control devices are found to be defective or inoperable, a separate proposal will be provided for repair/replacement
- All work to be performed during normal working hours

PRICE DOES NOT INCLUDE:

- Any High Voltage wiring
- Provision of Fire, Smoke, or combination Fire-Smoke dampers, actuators, and/or end-switches
- Dampers/damper actuators not integral to the HVAC equipment and/or associated wiring
- Smoke detectors and/or associated smoke detector wiring
- Firestats and/or freezestats
- Mini Split ACU wiring unless otherwise noted above
- Any scope of work not specifically outlined above

AMENDMENTS & SPECIAL PROVISIONS:

1. Includes Crane fees for (2) mobilizations (3 units one day and 4 units the following day).
2. All work to be performed during normal business hours Monday through Friday 7:00 AM to 4:30 PM excluding legal holidays.
3. Excludes permit fees.
4. Excludes any engineering unless otherwise noted in the above scope of work.
5. Excludes Independent Certified Test & Balance
6. Excludes any other work not mentioned in the above scope of work.

Any Code Upgrades or Wind Load Calculations Are Excluded

TOTAL BID: (Three Hundred Six Thousand Seven Hundred Twenty-Eight And 01/100 Dollars) **$306,728.01**

Payment to be made as follows:

Acceptance of Proposal This proposal may be withdrawn if not accepted by May 19, 2019.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

John Satterfield
Account Manager

Date of Acceptance _____ Signature _____

Printed Name _____

Customer Initial_____

UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING:

TERMS & CONDITIONS:

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.

2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.

3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.

4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).

5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.

6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.

7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.

8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.

9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.

10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.

11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.

12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.

13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.

14. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

Customer Initial_____

THERMAL CONCEPTS
HVAC • Refrigeration • Ductwork

CACO39621 CSCO46951 CGCA07936

April 8, 2019

To: City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Attn: John LaPadula

RE: Public Safety Building – Chilled Water & Controls Upgrade
Design Build Budget Proposal

We are pleased to present to you our Design Build Budget Proposal for the scope of work as outlined below:

This includes the following:

- 2 - 60 Ton Air cooled chillers
- 2 – Chilled Water Pumps with Variable Frequency Drives
- All hydronic accessories required such as Air Separator, Shot Feeder, Buffer Tank, butterfly valves, check valves, etc.
- All piping to be insulated with 2" Thick Foamglass and UV resistant jacketing
- Roof mounted pipe supports affixed to existing structure, includes roof cutting and patching.
- Relocate existing Trash Area and install new fencing similar to existing.
- Engineering and design documents required to obtain permits. (Permit fees are to be paid by others.)
- New chiller and pump area to be where existing trash area is located.
- New Electrical as required from existing panel is included. (It is assumed that when the DX units are removed the existing panel will have sufficient capacity for new equipment.)
- New circuit breakers connected to existing electrical panel to remain, wiring also has been assumed.
- 7 – CHW RTU's to replace the existing DX RTU's. (Electric heat excluded per your direction.)
- Curb adapters are included and reuse of existing curbs is assumed.
- Condensate to tie into existing within 5' of each unit.
- Upgrade existing Trane Controls System
- Integration of new chilled water components into Upgraded Trane Controls has been included.
- Based on new equipment and piping being roughed in during normal hours and the switch out of 4 large units will take place over a weekend to bring the chilled water system online (Over 50% of the capacity) and the remaining 3 units can be overridden and still utilized and swapped at your convenience. If all of the Units need to be switched over the same weekend you should add about $10,000 for the additional costs.
- Initial water treatment chemicals have been included. It is assumed that the city has a current water treatment company that will supply chemicals to maintain the water quality.

Excludes:

- Bond – Add 1.5%
- Permit Fees
- Prevailing wages
- Premium time unless otherwise indicated in Scope of Work
- T&B – Add $7,500 for balancing total air only and new water (Exclude balancing existing ductwork and diffusers),
- Bonded storage

A. **Budget Pricing**:

TOTAL : $1,191,500.00

Thank you for the opportunity to budget this project. We are available to review the above criteria at your convenience.

Sincerely,

John Satterfield
North Office Operations Manager
Thermal Concepts, Inc.

Authorized Signature Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Michael Mortell

Title of Item:

LICENSE AGREEMENT FOR COLAB KITCHEN AT BRUNER POND (RC):

RESOLUTION No. 53-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN COLAB KITCHEN, LLC, LLC TO OPERATE A HYDROPONIC GROWING FACILITY ON "PARCEL 1" OF THE 3.34-ACRE BRUNER POND PARK PROPERTY ON S.E. MARTIN LUTHER KING JR. BLVD., STUART PURSUANT TO THE TERMS OF THE LICENSE AGREEMENT.

Summary Explanation/Background Information on Agenda Request:

In September, 2014, the City Commission adopted Resolution No. 88-2014 authorizing a license agreement to Ground Floor Farm, LLC allowing the installation and operation of a hydroponic growing facility on "Parcel 1" of the 3.34-acre Bruner Pond Park property on S.E. Martin Luther King Jr. Blvd., for a period of seven (7) years. The Agreement would expire in September, 2021. The agreement also contemplated assignment. Ground Floor Farms is selling the adjacent property and the purchaser, CoLab Kitchen LLC has requested that it be allowed to operate the farming property pursuant to the license agreement for the balance of the license agreement. Instead of assigning the original agreement, it was determined that a separate license would be easier to manage. The proposed agreement would begin June 1, 2019 and expire at the end of September, 2021. All terms of the original agreement would remain the same as demonstrated in the proposed license agreement attached as exhibit A.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution No. 53-2019 authorizing the execution of the license agreement.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R53- Resolution to enter license agreement	5/6/2019	Resolution add to Y drive
🗋	Exhibit C: License Fee Calculations	9/11/2014	Exhibit
🗋	License Agreement CoLab Kitchen	5/6/2019	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 53-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN COLAB KITCHEN, LLC, LLC TO OPERATE A HYDROPONIC GROWING FACILITY ON "PARCEL 1" OF THE 3.34-ACRE BRUNER POND PARK PROPERTY ON S.E. MARTIN LUTHER KING JR. BLVD., STUART PURSUANT TO THE TERMS OF THE LICENSE AGREEMENT.

* * * * *

WHEREAS, CoLab Kitchen, LLC seeks to execute a license agreement with the City of Stuart for the operation of a hydroponic growing facility on "Parcel 1" of the 3.34-acre Bruner Pond Park property on S.E. Martin Luther King, Jr. Blvd.

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

SECTION 1: The City Manager and City Clerk are hereby authorized and directed to execute the license agreement between CoLab Kitchen, LLC from June 1, 2019 until September 30, 2021. The license agreement is attached as exhibit A.

SECTION 2: This resolution shall take effect upon adoption.

R 53-2019
CoLab Kitchen License Agreement

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

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

ADOPTED this 20th day of May, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

Exhibit C

Ground Floor Farm, LLC: Method of License Fee Calculation

Total Site	3.6145 acres =	157,486 square feet
Assessed land value		$731,910
Assessed value per square foot		$4.65
Area to be used by licensee	0.35 acres =	15,246 square feet
Assessed value of area to be used by licensee	15,246 x $4.65	$70,893.90
Initial license fee	$70,893.90 x 10%/12 months =	$590.78
Initial license fee less credit for educational activities	$590.78 – $250.00 =	$340.78
Total		**$340.78**

LICENSE AGREEMENT

CITY OF STUART, FLORIDA
LICENSE AGREEMENT FOR COLAB KITCHEN, LLC

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of _____, 2019 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and CoLab Kitchen, LLC, a Florida Limited Liability Company, 100 SE Martin Luther King Jr. Boulevard, Stuart, Florida 34994, hereinafter the "Licensee."

WHEREAS, the City owns certain lands located within the corporate limits of Stuart, Florida, described in the location map attached as Exhibit "A", which shall hereinafter be called the "Subject Property."

WHEREAS, the Licensee desires to operate a hydroponic growing facility (consisting primarily of poles, shade cloth, hydroponic towers, and irrigation) on the Subject Property.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate and operate a hydroponic growing facility on the Subject Property, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.

2. As consideration to the City for the granting of this license, the Licensee shall pay the sum of $408.61 each month, as determined by Exhibit "C" attached, commencing upon June 1, 2019.

3. Licensee shall pay by electronic funds transfer ("EFT") to the bank depository named in writing by the City, on or before the first *day of* each month, in advance, and shall be delinquent on the 5th day of the month.

4. The monthly license fee shall increase by 2.5 percent, per year.

5. In consideration for a reduction in the monthly license fee, the licensee shall conduct at least 10 on-farm and 5 class room-based free educational events, 2-3 hours each.

6. The term of this Agreement shall be from June 1, 2019 until September 30, 2021 and may be revoked by the City with twenty-four (24) months written notice, provided the City may revoke this agreement with twelve (12) months written notice upon its payment to the Licensee of an early revocation fee of $4,089.36;

or for material breach of this Agreement, as determined by a court of competent jurisdiction.

7. Notwithstanding the provisions of Section 6, above, the Licensee may, at its sole option, terminate this Agreement at any time.

8. Upon termination or upon expiration of this License, the Licensee shall forthwith remove all improvements and restore the site to at least as good a condition as prior to its occupancy.

9. The Licensee shall maintain the site depicted in Exhibit "A" and shall prevent undesirable weeds; maintain healthy produce plants; maintain hydroponic towers and shade cloths; maintain proposed fencing and landscaping.

10. For the purposes of this Agreement, "Neglect" shall mean a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, the City may deem all improvements made by the licensee to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.

11. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.

12. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million ($1,000,000) Dollars per Individual, and Two Million ($2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

13. Licensee shall, at all times, be in compliance with the City's Land Development Code as it pertains to Urban Farms.

14. The prevailing party to any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorney's fees and costs at all trial and appellate levels. Prior to any litigation, each party shall submit, at the request of the other party, to non-binding mediation by a mutually agreed upon certified mediator, to resolve any disputes regarding the interpretation *or* enforcement of this License Agreement. In the event that the parties are not able to mutually

agree upon a mediator within two weeks of the request to mediate, either party may contact the Chief Judge of the Circuit Court in and for Martin County and request the appointment of a neutral mediator.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

CITY OF STUART, FLORIDA

_____

Davod Dyess, City Manager

APPROVED AS TO
FORM AND CORRECTNESS:

_____

Michael J. Mortell, City Attorney

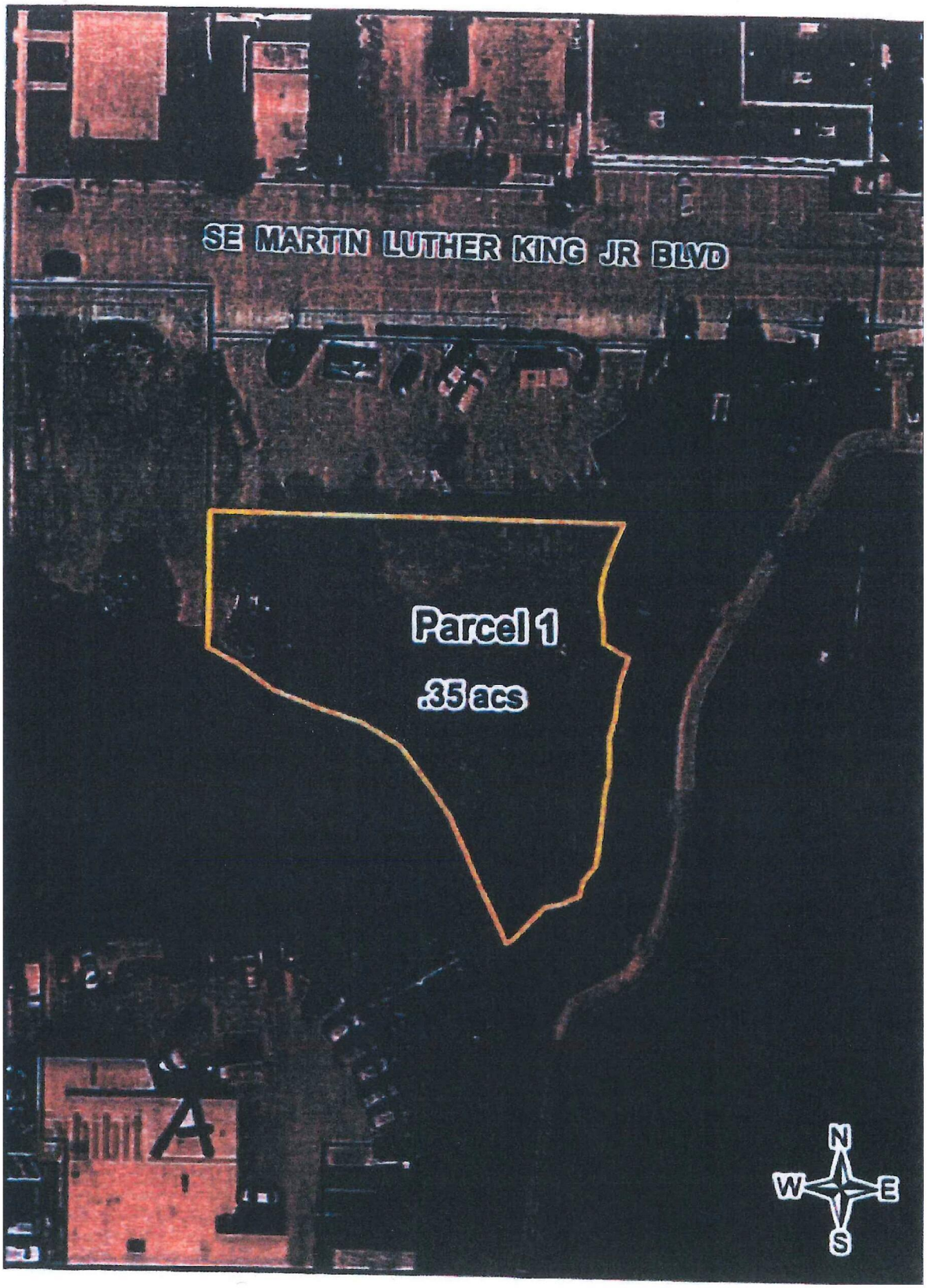
LICENSEE:

COLAB KITCHEN, LLC,
a Florida Limited Liability Company

By: TYCHE HOLDING CO., LLC
a Florida Limited Liability Company, its manager

By: _____
Pamela H. Alexander, Managing Member

EXHIBIT "A"



CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** bhogarth

Title of Item:

VOLUNTARY REDUCTION OF SINGLE-USE PLASTICS AND POLYSTYRENE PRODUCTS:

RESOLUTION No. 47-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE-USE PLASTIC STRAWS AND POLYSTYRENE PRODUCTS AND THE OVERALL REDUCTION OF PLASTIC POLLUTION; PROVIDING FOR AN OUTREACH CAMPAIGN TO EDUCATE THE PUBLIC, K-12 STUDENTS AND BUSINESSES REGARDING THE HARM CREATED BY PLASTIC AND POLYSTYRENE PRODUCTS TO TERRESTRIAL AND MARINE ENVIRONMENTS; JOINING A COLLABORATIVE REGIONAL PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

On April 23, 2019, the Board of County Commissioners for Martin County adopted a similar resolution supporting the voluntary reduction of single-use plastics and polystyrene products within the County while establishing a collaborative partnership with various organizations who have similar environmental goals and interests. This resolution was drafted with the intent to join this collaborative and participate in the voluntary programs and educational outreach campaign.

Funding Source:

N/A

Recommended Action:

Recommend approval of Resolution 47-2019.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R47-2019 VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE-USE PLASTIC AND POLYSTYRENE PRODUCTS	5/3/2019	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 47-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE-USE PLASTIC STRAWS AND POLYSTYRENE PRODUCTS AND THE OVERALL REDUCTION OF PLASTIC POLLUTION; PROVIDING FOR AN OUTREACH CAMPAIGN TO EDUCATE THE PUBLIC, K-12 STUDENTS AND BUSINESSES REGARDING THE HARM CREATED BY PLASTIC AND POLYSTYRENE PRODUCTS TO TERRESTRIAL AND MARINE ENVIRONMENTS; JOINING A COLLABORATIVE REGIONAL PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, approximately 8.8 million tons of plastic pollution flows into the oceans each year and this amount is expected to double by 2025; and

WHEREAS, plastic straws and expanded polystyrene (EPS) products are not compostable or biodegradable, but instead photodegrade into smaller pieces which are then ingested by terrestrial and marine life, and can eventually make its way into the human food chain and water supply generating a serious threat to our natural environment, marine and wildlife, and human health; and

WHEREAS, Martin County has passed similar resolutions seeking the reduction of single use plastic straws and EPS while recognizing the need for collaborative efforts to preserve, protect,

and enhance the southeast Florida coastal waters and establishing goals concerning their environmental, ecological, and socioeconomic value; and

WHEREAS, reduction of single-use plastic straws and EPS is a strategy to reduce marine debris and address the decline in coral reef ecosystems supports the South East Florida Coral Reef initiative (SEFCRI) and Coastal Ocean Task Force (COTF) region that includes Martin County; and

WHEREAS, Martin County and the City of Stuart jointly consider reduction and ultimate elimination of single-use plastic straws and EPS and implementation of an education and outreach campaign of high importance; and

WHEREAS, it can be acknowledged that many county and city businesses have taken affirmative steps to reduce single-use, non-recyclable plastics and that these and other proactive efforts to ultimately eliminate pollution by plastics are encouraged; and

WHEREAS, entering into collaborative partnerships with the University of Florida / Institute of Food and Agricultural Sciences (UF/IFAS) Florida Sea Grant, a technical and science-based extension of the National Oceanic and Atmospheric Administration (NOAA), the Treasure Coast Chapter of Surfrider Organization, which is dedicated to the protection of the ocean and beaches, the Students4H2O with a mission to enhance education, stewardship, and citizenship for all students in our community, and other similar organizations with common goals is mutually beneficial; and

WHEREAS, the City of Stuart's Comprehensive Plan includes special environmental considerations including the protection and preservation of the functions and values of marine natural systems including the protection of endangered or threatened species of special concern; and

WHEREAS, the City of Stuart encourages and supports the reduction of single-use straws and overall reduction of plastic with the ultimate goal of elimination of plastic pollution in terrestrial

and marine environments in furtherance of the protection of aquatic life and public's health, safety, and welfare.

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

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

- **A.** An outreach program to educate the public, including residents, visitors, K-12 students, and local businesses regarding the harm to terrestrial and marine environments created by plastic straws, polystyrene, and other plastic products shall be implemented on or prior to July 30, 2019.
- **B.** A review of City of Stuart purchasing policies shall be conducted prior to July 30, 2019. The purpose of this review is to strive to eliminate the use of single use plastics from City operations and events through waste prevention and use of biodegradable service ware alternatives, except as may be necessary to meet public safety needs by the end of 2020.
- **C.** All businesses operating within the City of Stuart are encouraged to discontinue providing plastic drinking straws, plastic stirring sticks, plastic bags and similar plastic items and polystyrene products as soon as possible.
- **D.** Businesses operating within the City of Stuart that provide a product for which a plastic straw, plastic stirring stick, and similar plastic items and polystyrene products may be used, are encouraged to reduce single-use service wares or offer alternative biodegradable, marine friendly items as substitutes, and to provide a plastic straw only when an individual insists upon such product.
- **E.** The City should enter into a collaborative regional partnership with Martin County, UF/IFAS FL Sea Grant, and the Treasure Coast Chapter of Surfrider Organization, and other entities that share the common goal of reducing and ultimately eliminating plastic pollution.
- **F.** The City of Stuart supports efforts to repeal current state laws that preempt local government regulation of plastic bags and containers, and local government regulation of the use and sale of polystyrene products.
- **G.** A copy of this resolution shall be provided to Martin County, UF/IFAS Florida Sea Grant, the Treasure Coast Chapter of Surfrider Organization, the Loggerhead Marinelife Center, Florida Fish and Wildlife Commission, Florida Oceanographic Society, Indian River Lagoon National Estuary Program, Martin County School Board, the Rivers Coalition, Students4H2O, the South East Florida Coral Reef Initiative (SEFCRI), and the Coastal Ocean Task Force (COTF).

SECTION 2: The City Commission of the City of Stuart, Florida authorizes this resolution in support of the voluntary reduction and ultimate elimination of single-use plastic straws, polystyrene products, plastic bags and the overall reduction of plastic pollution.

SECTION 3: 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
REBECCA S. BRUNER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 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: 5/13/2019 **Prepared by:** Stephen Mayer

Title of Item:

RIVER RIDGE ROW ABANDONMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2407-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVER RIDGE, AS RECORDED IN PLAT BOOK 4, PAGE 11, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is the First Reading of Ord 2407-2019. The applicant, owner of real property on Lot 2, Block 2 of the River Ridge plat, on SE Riverside Drive, have requested the abandonment of the easternmost 20 feet of unutilized public Right of Way. The 50' right of way is located between SE Riverside Drive and SE Weir Street and would be the continuation of Palm Beach Road, should Palm Beach Road be improved north of SE Osceola Street. However, the City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest.

A fair market appraisal of the real property has determined that the market value of the property is $6,665. As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment of a privilege fee in the amount of 100% of the market value, or $6,665, prior to the abandonment of the City's interest.

Funding Source:

N/A

Recommended Action:

Move approval of Ordinance 2407-2019 on First Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2407-2019	5/3/2019	Ordinance add to Y drive
🗋	Staff Report	5/3/2019	Staff Report

Market Study	4/3/2019	Attachment
Survey	5/3/2019	Attachment

BEFORE THE CITY COMMISSION CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2407-2019

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVER RIDGE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 11, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, Devin Teal (Applicant) has filed a joint petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is needed for continuity of several existing parcels; and

WHERAS, Daniel D. Fuller, MAI, DRA of Fuller, Armfield, Wagner Appraisal and Research, Inc., conducted a fair market appraisal of said right of way property on February 27, 2019, and determined that the market value of the real property is **SIX THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS ($6,665).**

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain 20-foot right-of-way, as set forth as LOT 7 of the Plat of ST LUCIE ESTATES, as recorded in Plat Book 10, Page 70, Palm Beach (Now Martin) County, Florida Public Records running North to South through the Property described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"** attached hereto is hereby abandoned.

SECTION 2: A location map depicting the subject area is hereby attached as **Exhibit "C."**

SECTION 3: The Applicants agree to pay the privilege fee of the amount of **SIX THOUSAND SIX HUNDRED SIXTY-FIFTY DOLLARS ($6,665)** prior to the abandonment of the City's interest in the property.

SECTION 4: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 5: Severability: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 6: Effective Date: This Ordinance shall become effective immediately upon

adoption.

Passed on first reading the ____ day of _____, 2019.

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
REBECCA S. BRUNER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN 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:

Devin Teal, Owner/Applicant

_____

By: _____

Print Name: _____

_____

Print Name: _____

OWNER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Devin Teal, Owner

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2019, by Rebecca S. Bruner, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2, BLOCK 2, RIVER RIDGE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 11, MARTIN COUNTY, FLORIDA PUBLIC RECORDS

EXHIBIT "B"

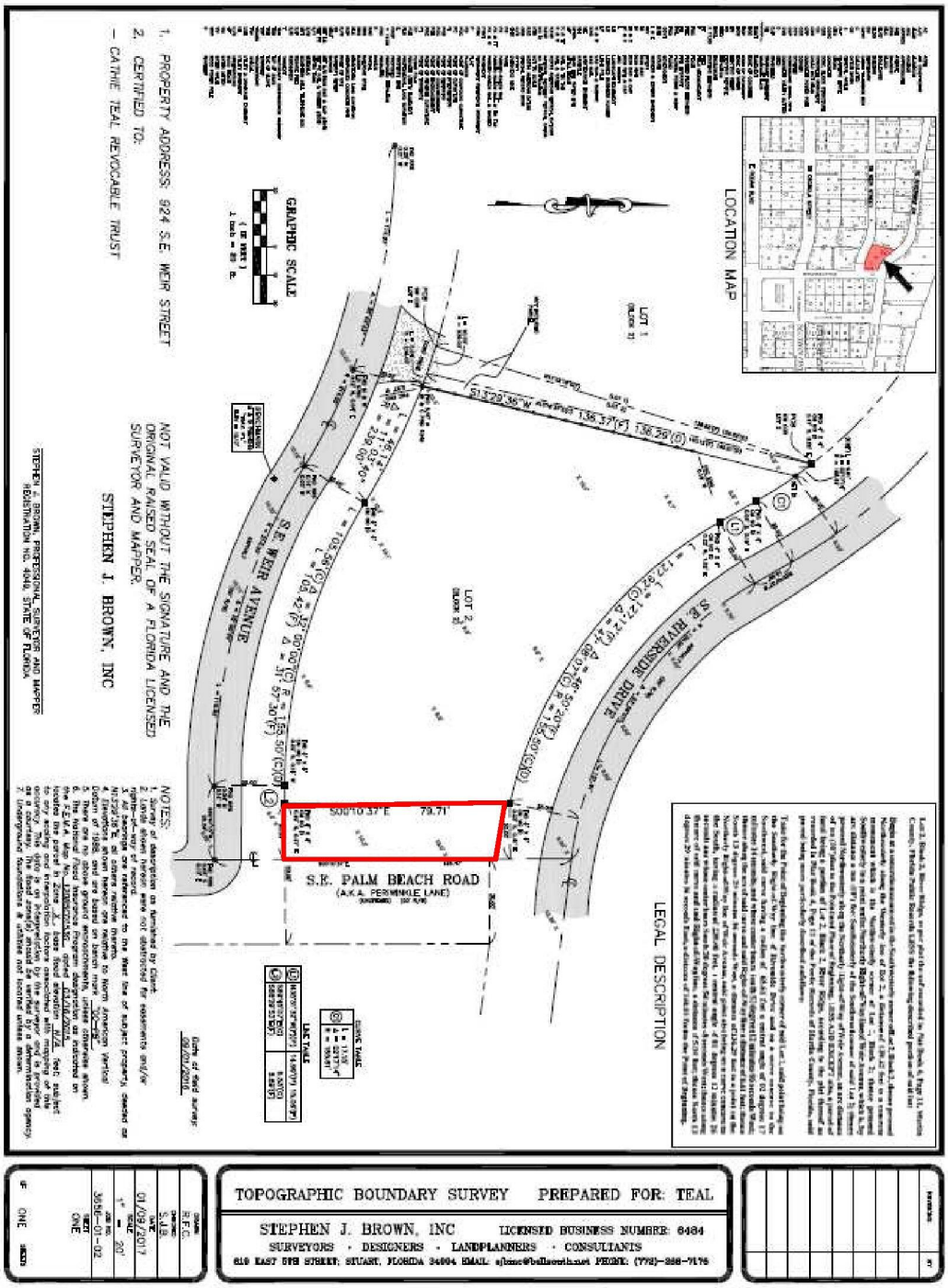

LOCATION MAP
GRAPHIC SCALE
S.E. PALM BEACH ROAD
(A.K.A. PERIWINKLE LANE)
S.E. WEIR AVENUE
S.E. RIVERSIDE DRIVE
LEGAL DESCRIPTION
NOTES:
1. PROPERTY ADDRESS: 924 S.E. WEIR STREET
2. CERTIFIED TO:
– CATHIE TEAL REVOCABLE TRUST
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
STEPHEN J. BROWN, INC
TOPOGRAPHIC BOUNDARY SURVEY PREPARED FOR: TEAL
STEPHEN J. BROWN, INC LICENSED BUSINESS NUMBER: 6484
SURVEYORS · DESIGNERS · LANDPLANNERS · CONSULTANTS

EXHIBIT "C"

AERIAL SITE MAP (approx. subject area in red)

Meeting Date: 5/13/2019

Prepared by: Stephen Mayer

Title of Item: FIRST READING: RIVER RIDGE ROW ABANDONMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2407-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVER RIDGE, AS RECORDED IN PLAT BOOK 4, PAGE 11, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is the First Reading of Ord 2407-2019. The applicant, owner of real property on Lot 2, Block 2 of the River Ridge plat, on SE Riverside Drive, have requested the abandonment of the easternmost 20 feet of unutilized public Right of Way. The 50' right of way is located between SE Riverside Drive and SE Weir Street and would be the continuation of Palm Beach Road, should Palm Beach Road be improved north of SE Osceola Street. However, the City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest.

A fair market appraisal of the real property has determined that the market value of the property is $6,665. As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment of a privilege fee in the amount of 100% of the market value, or $6,665, prior to the abandonment of the City's interest.

Funding Source:

N/A

Recommended Action:

Move approval of Ordinance 2407-2019 on First Reading.

APPRAISAL OF REAL PROPERTY

LOCATED AT
xxx Riverside Drive
Stuart, FL 34996

FOR
Jeffrey Dougherty / Joan Kinsley
1010 SE Riverside Drive
Stuart FL 34996

AS OF
February 27, 2019

BY
Daniel D. Fuller, MAI, SRA
State Certified Real Estate Appraiser RZ567
Fuller-Armfield-Wagner Appraisal & Research Inc.
200 South Indian River Drive, Suite 309
Fort Pierce FL 34950

LAND APPRAISAL REPORT

File No.: 20077 - Riverside Dr Lots

SUBJECT

Property Address: xxx Riverside Drive | City: Stuart | State: FL | Zip Code: 34996
County: Martin | Legal Description: Unopened 30 ft. wide street R/W laying west of Lot 2 Block 2 St Lucie Estates per PB 10 PG 20.
Assessor's Parcel #: None - public R/W | Tax Year: n/a | R.E. Taxes: $ n/a | Special Assessments: $ n/a
Market Area Name: Riverside Drive east of Stuart downtown | Map Reference: 38940 | Census Tract: 0009.02
Current Owner of Record: City of Stuart | Borrower (if applicable): n/a
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Platted S/D's | HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable
If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Negotiate purchase.
Intended User(s) (by name or type): Client: Jeffrey Dougherty/Joan Kinsley and Stuart City Commission and/or the City representatives.
Client: Jeffrey Dougherty / Joan Kinsley | Address: 1010 SE Riverside Drive, Stuart FL 34996
Appraiser: Daniel D. Fuller, MAI, SRA | Address: Fuller-Armfield-Wagner Appr & Rsch, 200 S Indian River Dr, Ste 309, FP

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy		One-Unit Housing PRICE $(000)		AGE (yrs)	Present Land Use		Change in Land Use
Location:	☐ Urban	☒ Suburban	☐ Rural	☒ Owner	95	200	Low	75	One-Unit	80 %	☒ Not Likely
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☐ Tenant	5	2.0M	High	new	2-4 Unit	5 %	☐ Likely * ☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Vacant (0-5%)		400	Pred	30	Multi-Unit	5 %	* To:
Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (>5%)					Comm'l	10 %	
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply							%	
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.							%	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐
Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐

Market Area Comments: Development of established single family residential properties bordered by the St Lucie River to the north, mixed residential to the east; East Ocean Blvd to south and the Stuart central business district to the west. Commercial uses are concentrated along East Ocean Blvd. and in the CBD. Single family residential units range in age from new to 75+ years - larger homes and condominiums front the St. Lucie River, with interior homes smaller. Some refurbishment of the older homes has occurred with some also converted to commercial uses i.e. offices. Little vacant land remains, thus limited new residential development has occurred. Single family value levels range from modest to high, with the highest values observed along the waterfront lots. Multi-family uses include miscellaneous apartment buildings, but mostly consist of condominium projects developed primarily in the 1980's, and concentrated in the eastern end of the neighborhood.The overall neighborhood has considerable appeal due to its close location to the CBD and close proximity to the SL River, Indian River, and the barrier island with Atlantic Ocean beaches. With the positive neighborhood characteristics and overall popularity of Martin County, long term, values should be supported in the neighborhood, baring any drastic economic declines.

SITE DESCRIPTION

Dimensions: 30 ft x 75.82 ft | Site Area: 2,275 sf
Zoning Classification: R-1/Single Family-General / Low Density Residential | Description: Low density residential
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements
Uses allowed under current zoning: Low density residential
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ /
Comments:
Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Assemble with adjacent private ownerships.
Actual Use as of Effective Date: Vacant - unopened street R/W | Use as appraised in this report: Vacant
Summary of Highest & Best Use: Subject consists of unopened street R/W - Highest and Best Use is assemblage with adjacent buildable site.

Utilities	Public	Other	Provider/Description
Electricity	☐	☒	FPL
Gas	☐	☐	
Water	☒	☐	City of Stuart
Sanitary Sewer	☒	☐	City of Stuart
Storm Sewer	☐	☐	
Telephone	☐	☐	
Multimedia	☐	☐	

Off-site Improvements	Type	Public	Private
Street	Paved	☒	☐
Width			
Surface	Asphalt		
Curb/Gutter	n/a	☐	☐
Sidewalk	n/a	☐	☐
Street Lights	n/a	☐	☐
Alley	n/a	☐	☐

Frontage	50
Topography	Level
Size	Small
Shape	Rectangle
Drainage	Percolation
View	Residential

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 12085C0153G | FEMA Map Date 03/16/2015
Site Comments: Subject consists of unopened 30 foot wide street R/W created by plats. The subject 30 feet is within the plat of St Lucie Estates. Client's property is within St Lucie Estates S/D thus adjacent to the east 30 feet of street R/W within said S/D.

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LAND APPRAISAL REPORT

File No.: 20077 - Riverside Dr Lots

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Public Records

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	xxx Riverside Drive Stuart, FL 34996	SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM	
Proximity to Subject							
Sale Price	$		$		$		$
Price/	$	$		$		$	
Data Source(s) Verification Source(s)							
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions							
Date of Sale/Time							
Rights Appraised	Fee Simple						
Location							
Site Area	2,275						
Net Adjustment (Total, in $)		☐ + ☐ - $		☐ + ☐ - $		☐ + ☐ - $	
Adjusted Sale Price (in $)		Net % Gross % $		Net % Gross % $		Net % Gross % $	

Summary of Sales Comparison Approach: SEE ATTACHED ADDENDUM FOR VALUATION ANALYSIS.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project: N/A

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $

Final Reconciliation: SEE ATTACHED ADDENDUM.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 10,250 , as of: February 27, 2019 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 14 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales

☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

Client Contact: Jeffrey Dougherty Client Name: Jeffrey Dougherty / Joan Kinsley

E-Mail: Address: 1010 SE Riverside Drive, Stuart FL 34996

SIGNATURES

APPRAISER

Appraiser Name: Daniel D. Fuller, MAI, SRA
Company: Fuller-Armfield-Wagner Appraisal & Research Inc
Phone: 772-468-0787 Fax: 772-468-1103
E-Mail: dan_faw@bellsouth.net
Date of Report (Signature): 03/11/2019
License or Certification #: RZ567 State: FL
Designation: MAI, SRA Estate Appraiser RZ567
Expiration Date of License or Certification: 11/30/2020
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: February 27, 2019

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection:

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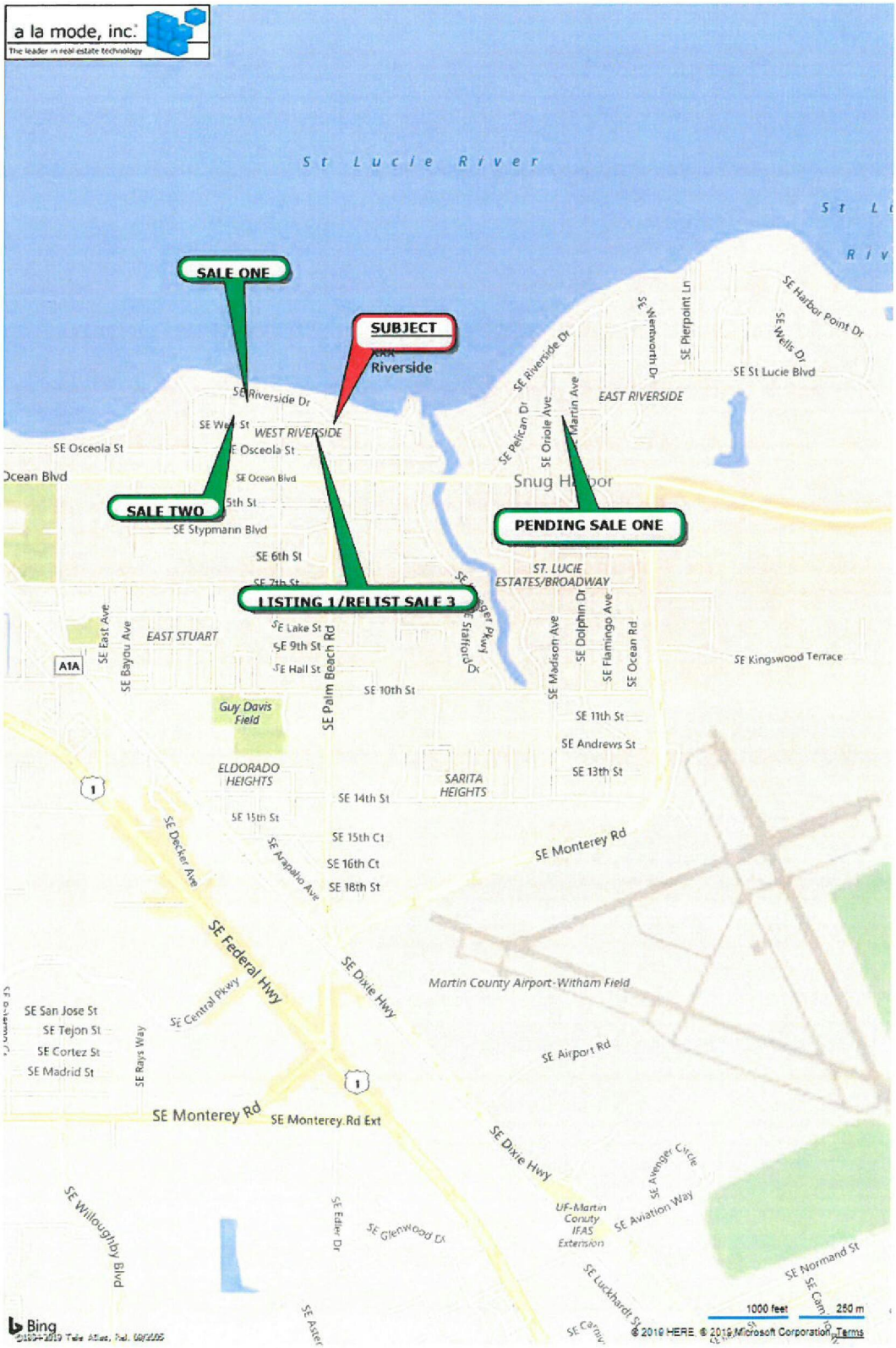
Location Map

Borrower	n/a						
Property Address	xxx Riverside Drive						
City	Stuart	County	Martin	State	FL	Zip Code	34996
Lender/Client	Jeffrey Dougherty / Joan Kinsley						



SCOPE OF WORK

Mr. Jeff Dougherty engaged my services to provide an opinion of the Market Value of the Fee Simple Interest in the real estate that is the subject of this appraisal, with the appraisal date of February 27, 2019, my date of inspection. To form an opinion the following Scope of Work is required.

MARKET VALUE DEFINED
Market Value, as defined in Chapter 12, Code of Federal Regulation, Part 34.42, is:
The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or created financing or sales concessions granted by anyone associated with the sale.

FEE SIMPLE ESTATE – *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.*
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The subject consists of the east 30 feet x 75.82 feet deep, 2,275 square feet, section of the unopened northerly end of Palm Beach Road within the city of Stuart, Martin County, Florida.

The property types required valuation via the Sales Comparison Approach, however the property does meet zoning criteria for an independently developable site, thus research did not locate arm's length sales of similar unopened right of ways. Therefore, analysis requires valuation via Across the Fence Method.

ACROSS THE FENCE METHOD – *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.* A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.

As defined, the Across the Fence Method requires valuation of adjacent developable properties with analysis determining an applicable unit of comparison, i.e. sales price per front feet or per square feet, and then the value indication is utilized to form an opinion of the subject's value.

Employment of the Across the Fence valuation method required research using public records, commercial data services, multiple listing services (MLS), and interviews with buyers, sellers, brokers, investors, developers, et cetera for properties like adjacent buildable residential lots. Researched was restricted to the subject's neighborhood as adequate data was available within the neighborhood to form an opinion of value.

Data gathered was ideally verified with a knowledgeable participant of a transaction, followed by analysis of the data to interpret market trends. The analyzed data was then applied to the subject for an indication value.

EXPOSURE

Exposure time: - *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.*
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The closed sales analyzed experienced exposure periods from less than 30 days to approximately 4 months with the listed property analyzed offered on the market for approximately 9 months. Other than the listed property analyzed, the closed sales indicate exposure period of less than four months. The listed property experiences a longer listing period because of above initial above market listing price. Therefore, in my opinion, with listing price within a reasonably close range of my opinion of market value, a market exposure period for an adjacent developable site prior to the date of appraisal would have been no greater than four months.

History of Subject's Ownership
The subject has no sales history.

Properties adjacent to the subject have not experienced arm's length sales transactions within the past three years.

The subject is not formally listed for sale or under a sale/purchase contract.

Valuation -

Adjacent Properties
East of the subject there is a 0.17 acres site with some 97.9 feet of width and an average 69 feet of depth. This is a platted site and developable "as is".

West of the subject there is the west 20 feet of the unopened street right of way, platted within River Ridge S/D.

Data & Analysis of the Data
Research located three closed sales, and a listing of one of the closed sales, all located within the subject's immediate neighborhood, plus a site under a sales/purchase contract located in that part of the neighborhood east of Krueger Creek is analyzed. The closed sales and the listed property are located within the blocks immediately west and south of the subject with the property under contract located approximately ½ miles east.

Analysis indicates, because the properties analyzed vary in street frontage and depth the most reliable unit of comparison is sales price per square feet of site area.

Closed sales 1, 2, 3 and listing 1 have superior size, shape, and superior depth, thus functionally sales 1, 2, 3 and listing 1 are superior to properties adjacent to the subject. Also, in the case of sale 1, the property was filled ready for vertical development, and in the case of sale 2 the seller would not reduce the price, pushing the price to top end for the neighborhood price levels for non-waterfront or water view vacant properties. Sale 3 is physically a superior property, larger and with superior depth, but indicates a much lower value, caused in part by location one street south of Riverside Drive. Listing 1 is a re-list of sale 3, but it appears from discussions with the listing Realtor the asking price is above market, and with the sales 3 seller/former owner of listing 1, a very knowledgeable market participant, indicating the final sales price is likely more mid $200K range, or say between $15 and $18 per square feet. Thus, per the listing the market may not continue to further support high-end price levels as indicated by sales 1 and 2.

Therefore, for the reasons mentioned the value indications of $27.44 and $27.18 per square feet extracted from sales 1 and 2, in my opinion, are higher than applicable to buildable sites adjacent to the subject. Sale 3, however, at $11.23 per square feet is likely below the current market levels but listing 1, the re-list of sale 3 at $18.26 per square feet likely above market price levels for its location, thus a final value level for listing 1 is expected say within the range of $15 to $18 per square feet.

Pending sale 1 property is located approximately ½ miles east of the subject and while overall the neighborhood is similar to subject's neighborhood, the site is located three blocks south of Riverside Drive, and this portion of the neighborhood is separated by Krueger Creek from direct access to the CBD as enjoyed from the subject's location. Thus, the listed property's location is somewhat inferior to the location of the subject, and properties adjacent to the subject but otherwise the property is most similar to the east property adjacent to the subject, except an asking price is analyzed and via sales negotiations, as indicated by the listing Realtor, the final sale price is expected to provide a value indication below the asking price of $20.77 per square feet.

In summary, sales 1, 2, 3 and listing 1 are functionally superior to properties adjacent to the subject. These three properties are similar to each other but there is a significant price difference from the $27+ per square feet price range for sales 1 and 2 compared to sale 3 price of $11.23 per square feet, and an expected under $18 per square feet value indication for listing 1. Reconciliation of these properties indicate the value levels for the inferior properties adjacent to the subject with modest functional utility are mostly likely at the low end of the range of say $18 per square feet.

Pending sale 1 has an inferior location and after expected sales negotiations the value indication is expected to fall below the $20+ per square feet asking price.

In summary, in my opinion, the most probable value level for the property immediately adjacent to the east of the subject, some 7,405 square feet in area, a modest size site with reduced functional utility, although fronting Riverside Drive, is within the range of say $18 per square feet.

The subject right of way with 30 feet of width does not meet zoning regulations for development as an independent property, thus highest and best use of the right of way is assemblage with the adjacent property. However, the adjacent property is independently developable, thus while assembling the subject with the adjacent property adds some level of functional utility to the adjacent property but because the adjacent property can be independently developed "as is", it is my opinion the subject does not add full value to the adjacent property. Plus, the subject has very limited market demand, other than the adjacent property owner, also a negative to value.

Thus, for the reasons previously discussed, it is my opinion the full $18 per square feet as previously estimated is not applicable to the subject, rather a discount to full value is required to account for the estimated contribution in functional utility to the adjacent property.

There is little market data to support an estimate of contributory value except in instances were properties functional utility are negatively affected by conditions such as inferior access, then significant adjustments to value have been recognized for reduced functional utility.

Therefore, because of limited functional utility as an independent property, plus limited increase in functional utility to the adjacent property, and because other than the adjacent owner there is limited to no market demand for the subject, it is my opinion a discount to the full value could be as high as say 75%. A 75% reduction in value for limited functional utility, limited contribution to adjacent properties, and limited market demand, calculates to value indication of $4.50 per square feet ($18/sf x 25%). Applying $4.50 per square feet to the subject's area of 2,275 square feet calculates to $10,238, rounded to $10,250.

Therefore, my opinion of the Market Value of the Fee Simple Interest in the subject of this appraisal as of February 27, 2019, is: **-$10,250-**

ORDINARY LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.
3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
5. Easements may or may not be recorded or may exist by customary use or by other legal means. The appraiser has not nor is he qualified to search legal records as to other easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that assumptions regarding easements and the rights of others is representative of actual conditions.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.
8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.
9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made.
11. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined and considered in the appraisal report.
13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

a) The statements of fact contained in this report are true and correct.

b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

c) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

d) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

e) My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

f) The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

g) I have made a personal inspection of the property that is the subject of this report.

h) No one provided professional assistance to the signor of this report.

i) The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

j) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

k) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."

l) This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of the loan.

m) I have not appraised the subject, or provided any other services in any capacity relating to this property within the three years prior to my engagement for this assignment.

Daniel D. Fuller, MAI
State-Certified General Real Estate Appraiser RZ567

SALES SUMMARY

DESCRIPTION	SUBJECT	Client - adjacent ownership	SALE 1	SALE 2	Sale 3	LISTING 1 - RELIST SALE 3	PENDING SALE 1
LOCATION	East 30 ft unopened street R/W west Lot 2, Blk 2, St. Lucie Est. St Lucie Estates SD Stuart	Lot 2, Blk. 2, St. Lucie Est. xxx SE Riverside Drive St Lucie Estates SD Stuart	910 Riverside Drive Hildabrad Park SD Stuart	111 SE Cortez Avenue Hildabrad Park SD Stuart	924 SE Weir Street River Ridge SD Stuart	924 SE Weir Street River Ridge SD Stuart	xxx SE Lark Blvd. St Lucie Est #4 SD Stuart
GRANTOR	Owner - city of Stuart	Kinsley, Joan and Dougherty, Jeffrey	John Leighton III Living Trust	Gerald & Ladona Geise Rev Trst	Team Parks, Inc.	Mary H & Todd A Resnick	Donald J Deremo/ James V Kunstel
GRANTEE	N/A	N/A	Kimberly Dettori	Edwin & Nancy Mills	Mary H & Todd A Resnick	n/a	n/a
DATE OF SALE	Appraised 2/27/19	Appraised 2/27/19	1/19	2/18	4/18	Pending	Current Listing
RECORDED OR BK./PG.			3035/617	2977/2852	2987/2676	n/a	n/a
FINANCING	Expected Cash Equivalent	Expected Cash Equivalent	Cash	Cash	PMM - cash equivalent	Expected Cash Equivalent	Expected Cash Equivalent
ZONING / LAND USE	Low density residential	Low density residential	Low density residential	Low density residential	Low density residential	Low density residential	Low density residential
SITE AREA - SF	2,275	7,405	10,750	11,773	16,379	16,379	9,623
ACRES	0.05	0.17	0.25	0.27	0.38	0.38	0.22
WIDTH	30.0	97.9	100.0	115.0	130.0	130.0	77.0
DEPTH (avg)	75.82	69.0	107.5	103.5	Irreg. avg. 139	Irreg. avg. 139	125.0
Comments:	Very limited functional utility. Highest & Best Use is assemblage with adjacent platted buildable site.	Lot east of subject modest size & limited depth. Adequate very modest buildable site.	Interior lot, partially cleared. Filled to bld height. More depth & superior shape compared to site adjacent to subject. Overall, functional utility superior to lot adjacent to subject.	Corner lot. Mostly cleared. More depth & superior shape compared to site east of subject. Overall, functional utility superior to lot adjacent to subject. Purchaser offered $300K or $25.48/sf, but seller would not move off of full ask price, thus full ask price paid.	Interior lot. One block south of subject. Property includes paid impact fees, near $16K. Sales price adjusted for paid fees. Mostly cleared. Large w/ superior depth. Functional utility superior to lot adjacent to subject. See listing 1 for re-list of property.	Interior lot. One block south of subject. Property includes paid impact fees, near $16K. Ask price adjusted for paid fees. Mostly cleared. Large w/ superior depth. Functional utility superior to lot adjacent to subject. Asking price analyzed w/ final sales price expected to equate to lower value indication. Prev. owner experienced in market thinks will sell mid $200's.	Somewhat inferior area of neighborhood east of Krueger Creek & three blks south of Riverside Dr. Cleared, Narrow width. Functional utility most similar to lot adjacent to subject. Asking price analyzed w/ sale price expected to be low with sales negotiations.
SALE ANALYSIS							
RECORDED SALE PRICE:			**$295,000**	**$320,000**	**$200,000**	**$315,000**	**$199,900**
FINANCING ADJUSTMENT			0	0	0	0	0
ADJUSTED SALE PRICE			$295,000	$320,000	$200,000	$315,000	$199,900
CONDITION OF SALE ADJ.			0	0	-16000	-16000	0
ADJUSTED SALE PRICE			$295,000	$320,000	$184,000	$299,000	$199,900
MARKET CONDITION ADJ / MO.			0.0%	0.0%	0.0%	0.0%	0.0%
GROSS SALE PRICE			**$295,000**	**$320,000**	**$184,000**	**$299,000**	**$199,900**
SALE PRICE PER FRONT FOOT			**$2,950**	**$2,783**	**$1,415**	**$2,300**	**$2,596**
SALE PRICE PER SQ. FT			**$27.44**	**$27.18**	**$11.23**	**$18.26**	**$20.77**

Subject Photographed 2/274/2019

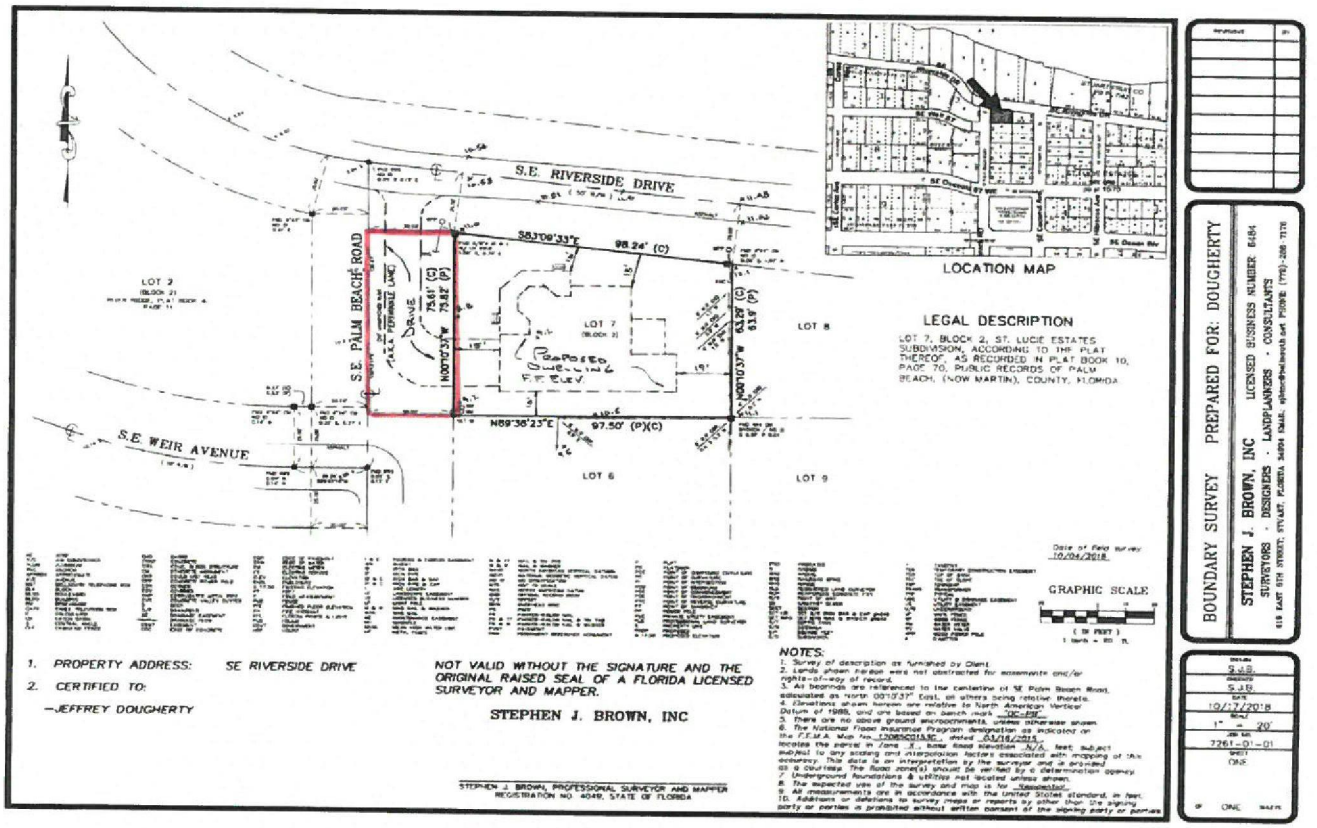
Subject – unopened street right of way

Developable site east of subject

Developable site west of subject

AERIAL SITE MAP (approx. subject area in red)

SURVEY EXHIBIT



QUALIFICATIONS OF THE APPRAISER
DANIEL D. FULLER, MAI

Education
Indian River Community College, Graduated 1967, A/S Degree

Professional Memberships
Member Appraisal Institute (MAI)#7876 - Appraisal Institute
Senior Real Property Appraiser (SRPA) - Appraisal Institute
Senior Residential Appraiser (SRA) - Appraisal Institute
Florida - State Certified General Real Estate Appraiser RZ567
Registered Florida Real Estate Broker

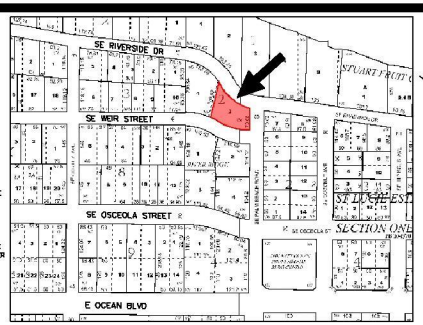
Work Experience
1992 - Pres. President, Fuller-Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1987 - 1992 Vice President & Partner, Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1983 - 1987 Staff Appraiser, Armfield-Wagner Appraisal & Research, Inc., Vero Beach, FL
1981 - 1983 Salesman/Appraiser, Florida Licensed Realtor-Associate, Procino Realty, Ft Pierce, FL
1979 - 1983 Staff Appraiser, Harbor Federal Savings and Loan Association, Fort Pierce, FL
1974 - 1979 Staff Appraiser, St. Lucie County Property Appraiser's Office, Fort Pierce, FL

Real Estate Appraisals made for the following:
Accountants
Attorneys
Dept. of Natural Resources
Federal Deposit Ins. Corp.
Federal Home Loan Bank Board
Federal National Mortgage Corp.
Florida Community Bank
Fort Pierce, City of
Centerstate Bank
Iberia Bank
Indian River County
Martin County
PNC Bank
Port St. Lucie, City of
Regions Bank
Resolution Trust Corporation
Seacoast Bank
St. Lucie County
South Florida Water Management District
SunTrust Banks
TD Bank
TITF
Vero Beach, City of
Wells Fargo

Types of Appraisals Completed
Airplane Hangars
Automobile Dealerships
Car Washes
Commercial
Groves
Industrial
Insurable Value
Land Locked Parcels
Mini-Warehouses
Motels
Multi-Family
Offices
Packing Houses
Ranches
Recreational Vehicle Parks
Residential
Restaurants
Retail Shopping Centers
Service Stations
Subdivision
Warehouses
Wetlands
Vacant Lands

Qualified as Expert Witness
Circuit Court -
St. Lucie County
Martin County
Indian River County
Okeechobee County
Palm Beach County
U.S. Bankruptcy Court -
West Palm Beach District

Accomplishments
Past President - Society of Real Estate Appraisers - Indian River Chapter 211 (1989 - 1990)
Past Instructor - Indian River Community College - Appraising Income Producing Real Estate
Past Board Member - East Florida Chapter of Appraisal Institute



LOCATION MAP

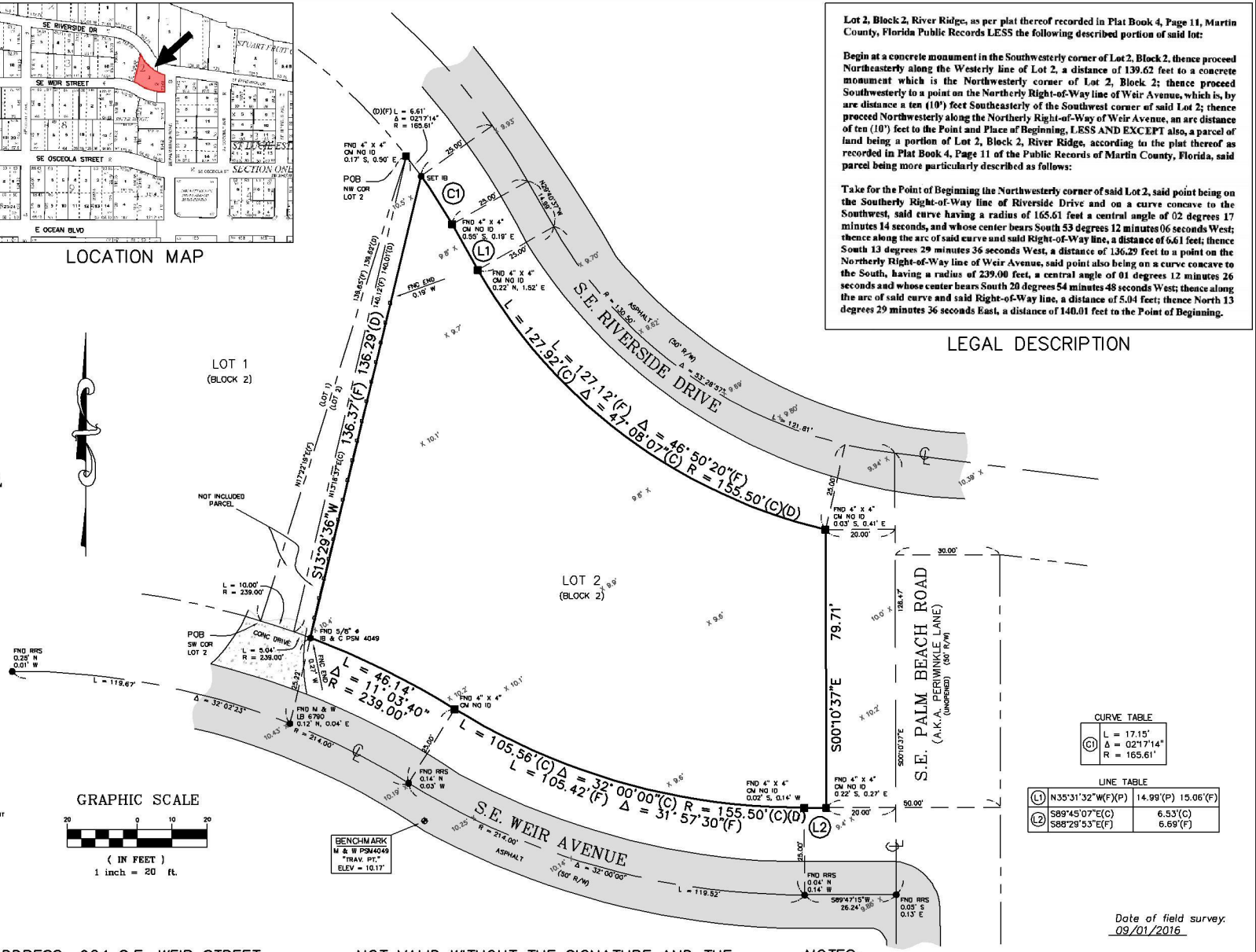
AC	ACRE
A/C	AIR CONDITIONER
ALUM	ALUMINUM
ANC	ANCHOR
APPROX	APPROXIMATE
AVE	AVENUE
BRG	BEARING
BLK	BLOCK
BLVD	BOULEVARD
BLDG	BUILDING
BM	BENCHMARK
CATV	CABLE TELEVISION BOX
C	CALCULATED
CB	CATCH BASIN
Δ	CENTRAL ANGLE
CLF	CHAINLINK FENCE
CHD	CHORD
CONC	CONCRETE
CBS	CONC. BLOCK STRUCTURE
CM	CONCRETE MONUMENT
CNR	COULD NOT READ
CPP	CONCRETE POWER POLE
COR	CORNER
COV	COVERED
CMP	CORRUGATED METAL PIPE
CVC	CONCRETE VALLEY GUTTER
D	DEED
D/F	DRAINFIELD
DE	DRAINAGE EASEMENT
	DRAINAGE FLOW
ESMT	EASEMENT
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EM	ELECTRIC METER
ES	ELECTRIC SERVICE
ELEV	ELEVATION
ENCL	ENCLOSURE
x 17.00	EXISTING ELEVATION
FT	FEET
F	FIELD MEASUREMENT
FNC	FENCE
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FPL	FLORIDA POWER & LIGHT
FND	FOUND
GOVT	GOVERNMENT
H/E	HOUSE
I & E	INGRESS & EGRESS EASEMENT
INV	INVERT
IB	IRON BAR
IP	IRON PIPE
IB & C	IRON BAR & CAP
IP & C	IRON PIPE & CAP
L	ARC LENGTH
LE	LANDSCAPE EASEMENT
LB	LICENSED BUSINESS NUMBER
LP	LIGHT POLE
N & W	NAC NAIL & WASHER
NAG	NAC NAIL
ME	MAINTENANCE EASEMENT
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
MF	METAL FENCE
N & TT	NAIL & TIN TAB
N & W	NAIL & WASHER
NAVD	NORTH AMERICAN VERTICAL DATUMN
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO ID	NO IDENTIFICATION
NTS	NOT TO SCALE
NAD	NORTH AMERICAN DATUM
ORB	OFFICIAL RECORD BOOK
O/S	OFFSET
OHW	OVERHEAD WIRE
PG	PAGE
PK	PARKER-KALON NAIL
PK & TT	PARKER-KALON NAIL & TIN TAB
PK & W	PARKER-KALON NAIL & WASHER
PVMT	PAVEMENT
PRM	PERMANENT REFERENCE MONUMENT
P	PLAT
PB	PLATBOOK
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POE	POINT OF ENCROACHMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PP	POWER POLE
PUE	PRIVATE UTILITY EASEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	PROPERTY LINE
PROP	PROPOSED
x 17.00	PROPOSED ELEVATION
PRO	PRORATED
R	RADIUS
RAD	RADIAL
RRS	RAILROAD SPIKE
RNG	RANGE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SS	SANITARY SEWER
SEC/T	SECTION
SET I.B.	SET 5/8 IRON BAR & CAP #4049
SET PK	SET PK NAIL & WASHER #4049
S/T	SEPTIC TANK
S/W	SIDEWALK
SBT	SOUTHERN BELL TELEPHONE BOX
S/F	SQUARE FEET
S/D	SUBDIVISION
T	TANGENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TRANS	TRANSFORMER
TYP	TYPICAL
UDE	UTILITY & DRAINAGE EASEMENT
UE	UTILITY EASEMENT
U/G	UNDERGROUND
WF	WOOD FENCE
WM	WATER METER
WV	WATER VALVE
WPP	WOOD POWER POLE
ø	DIAMETER

Lot 2, Block 2, River Ridge, as per plat thereof recorded in Plat Book 4, Page 11, Martin County, Florida Public Records **LESS** the following described portion of said lot:

Begin at a concrete monument in the Southwesterly corner of Lot 2, Block 2, thence proceed Northeasterly along the Westerly line of Lot 2, a distance of 139.62 feet to a concrete monument which is the Northwesterly corner of Lot 2, Block 2; thence proceed Southwesterly to a point on the Northerly Right-of-Way line of Weir Avenue, which is, by arc distance a ten (10') feet Southeasterly of the Southwest corner of said Lot 2; thence proceed Northwesterly along the Northerly Right-of-Way of Weir Avenue, an arc distance of ten (10') feet to the Point and Place of Beginning, LESS AND EXCEPT also, a parcel of land being a portion of Lot 2, Block 2, River Ridge, according to the plat thereof as recorded in Plat Book 4, Page 11 of the Public Records of Martin County, Florida, said parcel being more particularly described as follows:

Take for the Point of Beginning the Northwesterly corner of said Lot 2, said point being on the Southerly Right-of-Way line of Riverside Drive and on a curve concave to the Southwest, said curve having a radius of 165.61 feet a central angle of 02 degrees 17 minutes 14 seconds, and whose center bears South 53 degrees 12 minutes 06 seconds West; thence along the arc of said curve and said Right-of-Way line, a distance of 6.61 feet; thence South 13 degrees 29 minutes 36 seconds West, a distance of 136.29 feet to a point on the Northerly Right-of-Way line of Weir Avenue, said point also being on a curve concave to the South, having a radius of 239.00 feet, a central angle of 01 degrees 12 minutes 26 seconds and whose center bears South 20 degrees 54 minutes 48 seconds West; thence along the arc of said curve and said Right-of-Way line, a distance of 5.04 feet; thence North 13 degrees 29 minutes 36 seconds East, a distance of 140.01 feet to the Point of Beginning.

LEGAL DESCRIPTION



GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 inch = 20 ft.

CURVE TABLE

C1	L = 17.15' Δ = 02°17'14" R = 165.61'

LINE TABLE

L1	N35°31'32"W(F)(P)	14.99'(P) 15.06'(F)
L2	S89°45'07"E(C) S88°29'53"E(F)	6.53'(C) 6.69'(F)

Date of field survey: 09/01/2016

1. PROPERTY ADDRESS: 924 S.E. WEIR STREET
2. CERTIFIED TO:
- CATHIE TEAL REVOCABLE TRUST

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

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

NOTES:
1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the West line of subject property, deeded as N13°29'36"E, all others relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on bench mark "OC-PB".
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0153G, dated 03/16/2015, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.

REVISIONS	BY

TOPOGRAPHIC BOUNDARY SURVEY PREPARED FOR: TEAL

STEPHEN J. BROWN, INC
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
LICENSED BUSINESS NUMBER: 6484
619 EAST 5TH STREET; STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-288-7178

DRAWN	R.F.C.
CHECKED	S.J.B.
DATE	01/09/2017
SCALE	1" = 20'
JOB NO.	3656-01-02
SHEET	ONE

OF ONE SHEETS

05132019 CCM

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Tom Reetz

Title of Item:

SAVANNAH PLACE APARTMENTS RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No: 2398-2019: 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 A 15.2 ACRE PARCEL ANNEXED BY ORDINANCE NO. 2348-2017, OWNED BY WERNER BOLS, LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD, WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SIX (6) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On March 11, 2019, the City Commission unanimously approved the project at first reading. The approved ordinance was sent to the Department of Economic Opportunity for their review of the large scale future land use comprehensive Map amendment. The DEO completed its review of the amendment with no comments that need to be addressed. The South Florida Water Management made comments that have been addressed by the project's engineer of record to the satisfaction of the agency. The adjoining site will be home to a new building for the Hope Center for Autism. The developer has agreed to the following conditions of development after meeting with Suzy Huchinson, director of the Hope Center for Autism in regard to the Helping People Succeed organization and their lease on the abutting property. 1. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1. 2. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on-center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction. 3. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent

property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution. Additionally, The developer has agreed to meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer. Finally, the perimeter chain-link fence shall be raised 6" from natural grade along the eastern and western property lines to allow for animals to move between the preserve areas. On February 21, 2019, the Local Planning Agency unanimously approved the project with conditions including lowering the two northern four story buildings to three story buildings, a lighting plan details being provided, garage entry modifications, traffic adjustments to the project's entry, evidence of coordination with Martin County's engineering department, adjustment to the fence at the projects preserve as well as a necessary modifications to the fencing to allow for a wildlife corridor, provision for a bus stop, adjusting the work force housing (WFH) language to include a lower credit rating score in order to qualify, adjusting the WFH language increasing the number of WFH units located in a single building from three (3) to four (4) units, addition of two bike racks per building, addition of a charging station & car wash spaces, evidence of having met with residential neighbors in Jensen Park Estates, adding crosswalks within the project, and rules regarding garbage collection. Since then, the applicant has revised their drawings meeting most of the LPA recommendations which will be presented to the commission in more detail at tonight's meeting. The applicant has spoken to the neighbors bordering on the north side of the preserve in Jensen Park Estates and have agreed to extra planting to shield any view of the buildings. Additionally, staff has revised Ordinance No. 2398-2019 Conditions for Development to reflect these agreed to changes. 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 15.2 acres owned by Werner-Bols Revocable Trust. The proposed project consist of six (6) four-story apartment buildings. In addition to the apartment buildings, there will be amenities such as a clubhouse, pool, recreation/gym buildings, a playground and an outdoor pavilion. The apartment access will be privately gated, with a portion of the parking located outside of the gated areas. The residents will also have an opportunity to rent a garage for an automobile if desired. The property is bounded to the east by the current and future addition of the Hope Center for Autism which is in unincorporated Martin County. To the north is Jensen Park estates, a single-family residential community also located in unincorporated Martin County. And, to the west is vacant land with a B-4 Limited business/Manufacturing zoning which is within the City of Stuart. Access to the property will be from Baker Road, which the applicant plans to make significant improvements to the roadway to allow for better access for the community. The proposed roadway improvements have been coordinated with the City of Stuart Public Works Department as well as with the Martin County Engineering Department. The property is comprised of both uplands and wetlands. The northern portion of the property contains scrub habitat which transitions down to pine flatwoods in the eastern and lower portion of the property. The wetlands are of poor quality and will be mitigated per the City of Stuart and South Florida Water Management regulations. The applicant plans to mitigate for the wetlands locally within the Haney Creek watershed as well as purchasing the appropriate number of mitigation credits from the Bluefield Wetland Mitigation Bank. As part of the stormwater system, the owner will install a floating mat littoral system. The size of the mat shall be 5% of the surface area of the lake, or approximately 1,437 sf. The littoral mat system shall be manufactured and installed by Beesmats or City of Stuart approved equal. The littoral mat system shall be "harvested" at least once per year and new planting installed for new nutrient uptake. The mat system shall be maintained in working order in perpetuity. Work Force Housing is as part of this approval requiring the owner to set aside ten (10) units in the Development, five (5) two-bedroom units and five (5) one-bedroom units, with no more than three (3) units allocated to any one building in the Development. Prospective tenants for WFH shall be required to demonstrate to the Owner that all those parties who will occupy the WFH unit will, collectively, (a) make no more than the 80% category of income limits defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County, (b) have a credit score of no less than 650, and (c) have the ability to pay the rent for the WFH unit. The rent for a WFH unit shall be no greater than the 80% category of rental limits per bedroom as defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County. In the event the number of units occupied as WFH Units falls below ten (10), and in the event the Owner, after using reasonable efforts is unable to find a prospective tenant

for WFH for a period of two (2) months after the number of WFG tenants has fallen below ten (1), may lease out vacant units to other than WFH tenants. Provided, however, the Owner shall not allow the number of WFH units to stay below ten (1) for longer than two (2) months. On an annual basis starting one (1) year after all certificates of occupancy are obtained, the Owner shall provide to the Development Department of the City, a report setting forth the following: (a) the number of units in the Development actually occupied as WFH during the preceding year, (b) the length of stay in each WFH unit, (c) the rent actually paid for each WFH unit for the preceding year, and (d) the efforts of the Developer to find prospective tenants eligible for WFH.

Funding Source:

N/A

Recommended Action:

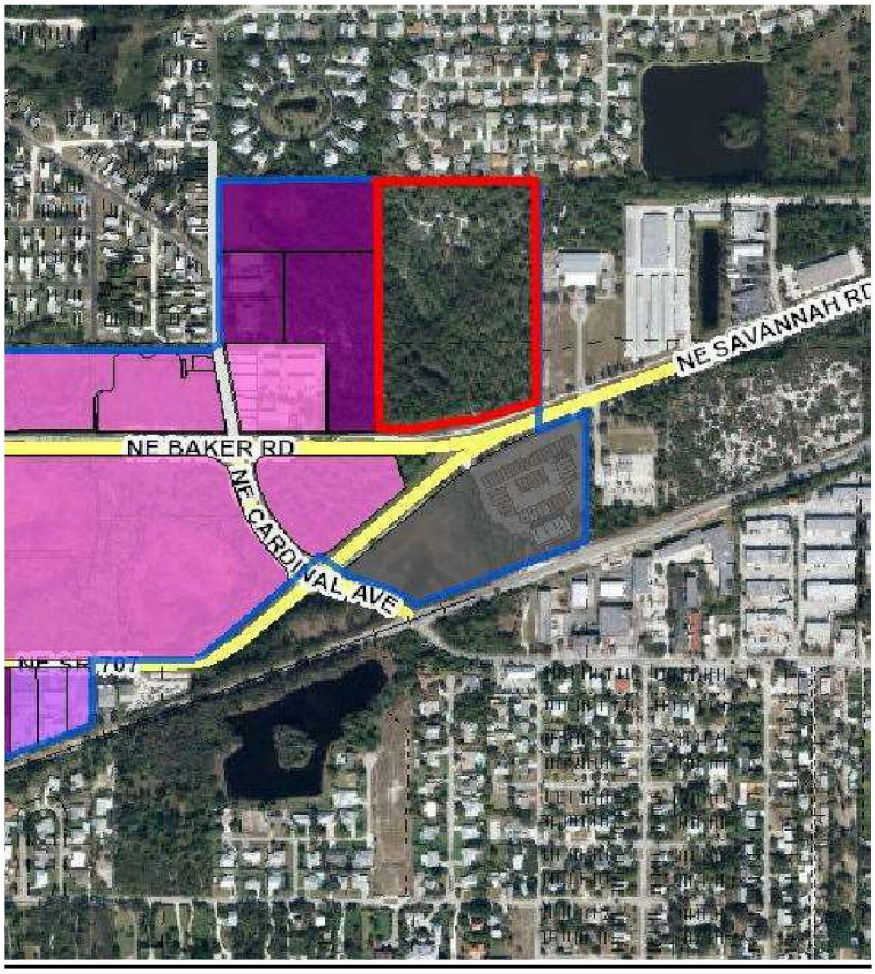
Move approval for adoption of Ordinance No. 2398-2019 at Second Reading

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Staff Report - By Tom Reetz	5/2/2019	Staff Report
🗋	Application	2/13/2019	Backup Material
🗋	Ordinance No. 2398-2019	5/3/2019	Ordinance add to Y drive
🗋	Ordinance No. 2398-2019 Exhibit D	5/3/2019	Ordinance add to Y drive
🗋	Ordinance No. 2398-2019 Exhibit D1	5/3/2019	Ordinance add to Y drive
🗋	Ordinance No. 2398-2019 Exhibit D2	5/3/2019	Ordinance add to Y drive
🗋	DEO Response letter (no comments)	5/2/2019	Backup Material
🗋	Response to South Florida Comments	5/2/2019	Backup Material
🗋	Letter of water availability from Martin County	5/3/2019	Backup Material

CITY OF STUART
City Commission
May13, 2019

Project Name: Savannah Place Apartments RPUD - FLU & Zoning assignment	**Property Owner:** Werner Bols
Project No.: Z18040004	**Applicant/Petitioner:** Doug Fitzwater, Kennedy Homes
Ordinance No: 2398-2019	**Agent/Representative:** Doug Fitzwater, Lucido and Associates
	Case Planner: Tom Reetz
Location: West of the Center for Autism and south of Jensen Park Estates and north of the intersection of NE Baker Road, NE Savannah Rd and SR 707.	



PROJECT SUMMARY		
Property Size (area)		15. 4 Acres
Present Use		Undeveloped
Subject Property Land Use		Unassigned – Martin County
Adjacent FLU	*North*	Martin County – Low Density Residential
	South	City of Stuart Industrial
	East	Martin County Industrial
	West	City of Stuart Commercial
Subject Property Zoning		
Adjacent Zoning	*North*	Martin County R-2 Residential
	South	City of Stuart Industrial ICPUD
	East	Martin County Limited Industrial
	West	City of Stuart B-4 Limited Business/Manufacturing
Proposed Land Use Designation & Zoning District		Multi-family Density Residential (RPUD)
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 15.4 acres. The property is currently undeveloped. The intent of this project is to allow 280 attached multi-family apartment homes within 6 buildings to be developed on the site while upgrading the drainage and enhancing the upland and wetland 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: 2-5-2019

C. Mail Notice Postmark: 2-5-2019 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. 2398-20198

III. APPLICATION: Dated April 4, 2018

IV. HISTORY OF THE SITE

The 15.4 acre parcel was annexed into the city via Ordinance No. 2348-2017. The applicant is requesting to assign a RPUD zoning district to establish a new site plan and is requesting to assign a Future Land Use designation of Multi-Family Residential in order develop the property for 280 multi-family residential units.

V. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment C)
The subject property consists of one parcel totaling 15. 4 acres in size, located West of the Center for Autism and south of Jensen Park Estates and north of the intersection of NE Baker Road, NE Savannah Rd and SR 707.

B. Project Description

A Master Site Plan has been laid out with 280 multi-family apartments within 6 four-story apartment buildings strategically placed to save as much as possible of the existing wetland while enhancing the existing upland preserve. The site includes a gated entry with generous landscaping.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the proposed Multi Density Future Land Designation:

This land-use category is 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, industrial and vacant land. The majority of the vacant land near the project consists of the Avonlea PUD which is a proposed mixed-use development whose commercial parcels could benefit from the proposed multi-family land use.

2. *The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;*

   No, the proposed multifamily project will benefit the future commercial development of the Avonlea PUD and the existing Rio CRA. Please see the attached exhibit.

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 have 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 Savannah Place Apartments. The streets have adequate capacity and the proposed improvements outlined in the proposed Savannah Place Apartments RPUD will improve the traffic patterns.

4. *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.

5. *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.

6. *The existing classification 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 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.

8. *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 with preserve.

9. *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.

10. *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 by allowing for a local customer base for the surrounding commercial properties.

11. *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

The Local Planning Agency shall make an advisory recommendation to the City Commission as to the need and justification for the change and as to the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan and of the Land Development Code. The Local Planning Agency shall include in its recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed amendment.

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.

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

(772) 288-5326

Received by: _____
Reviewed by: _____
Approved by: _____

Planned Unit Development (PUD) Amendment Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date: MULTIPLE	Application Date: 4-12-2018
Project Name: Savannah Place Apartments	
Parcel ID# 28-37-41-000-000-00057-9	Project Address: Not applicable
Zoning/CRA Sub-district: Pending	
Subdivision: Pending	Lot(s): Pending

Fees: Major PUD Amendment - $3,072.00; Minor PUD Amendment: $2,048.00; PUD Agreement Amendment (text change only): $1,024.00 *(this does not include fees that may be charged as a result of application review by the City's consultants)*

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

1. A change of two (2) percent or more in the area of any land use designations shown on the site plan;
2. Any change in the list of proposed uses;
3. An increase in residential density of five (5) percent or more;
4. An increase in nonresidential Building square footage of ten (10) percent or more;
5. A change in the boundary of the PUD district;
6. A change in the site plan or approval regarding any area(s) set aside and designated for future development;
7. Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
8. 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: Werner-Bols Revocable Trust	City/State/Zip Code: Palm City, FL 34991
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address: PO Box 194	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: Doug Fitzwater	City/State/Zip Code: Stuart, FL 34994
Title: Landscape Architect	Telephone Number: 772-220-2100
Company: Lucido & Associates	Facsimile Number: 772-223-0220
Company Address: 701 East Ocean Boulevard	Email Address (optional): dfitzwater@lucidodesign.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: Steve Gravett	City/State/Zip Code: Boca Raton, FL 33487
Title: CEO	Telephone Number: 855-678-4086
Company: Kennedy Homes	Facsimile Number:
Company Address: 6500 Congress Avenue #2175	Email Address (optional): steve@homesbykennedy.com

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

4. Signed this 12th day of April, 2018

FOR STEVE GRAVETT & WERNER-BOLS REVOCABLE TRUST

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 12th day of April, 2018 by Doug Fitzwater who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Shirley Lyders

Notary Signature

Commission Expires:

SHIRLEY LYDERS
Commission # FF 940385
Expires March 31, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2398-2019

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 A 15.4 ACRE PARCEL ANNEXED BY ORDINANCE NO. 2348-2017, OWNED BY WERNER BOLS, LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF N.E. SAVANNAH ROAD AND N.E. BAKER ROAD., WEST OF THE HOPE CENTER FOR AUTISM AND SOUTH OF JENSEN PARK ESTATES BOTH IN UNINCORPORATED MARTIN COUNTY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE SAVANNAH PLACE APARTMENTS RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SIX (6) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Werner-Bols Revocable Trust, for a 15.14 acre parcel of land located on the north side of the intersection of N.E. Savannah Road and N.E. Baker Road, west of the Hope Center for Autism building, and south of Jensen Park Estates, both in unincorporated Martin County; and

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 Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
h. **Lighting Plan, by Power and lighting systems, dated 2.27.19..**
i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**

j. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

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 is in compliance 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 _____, 2019.

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

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
BECKY BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN 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:

Werner-Bols Revocable Trust

Werner Bols owner

_____ By: _____

Print Name: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Wernor Bols owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2019, by Becky Bruner, 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

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT B – LOCATION MAP

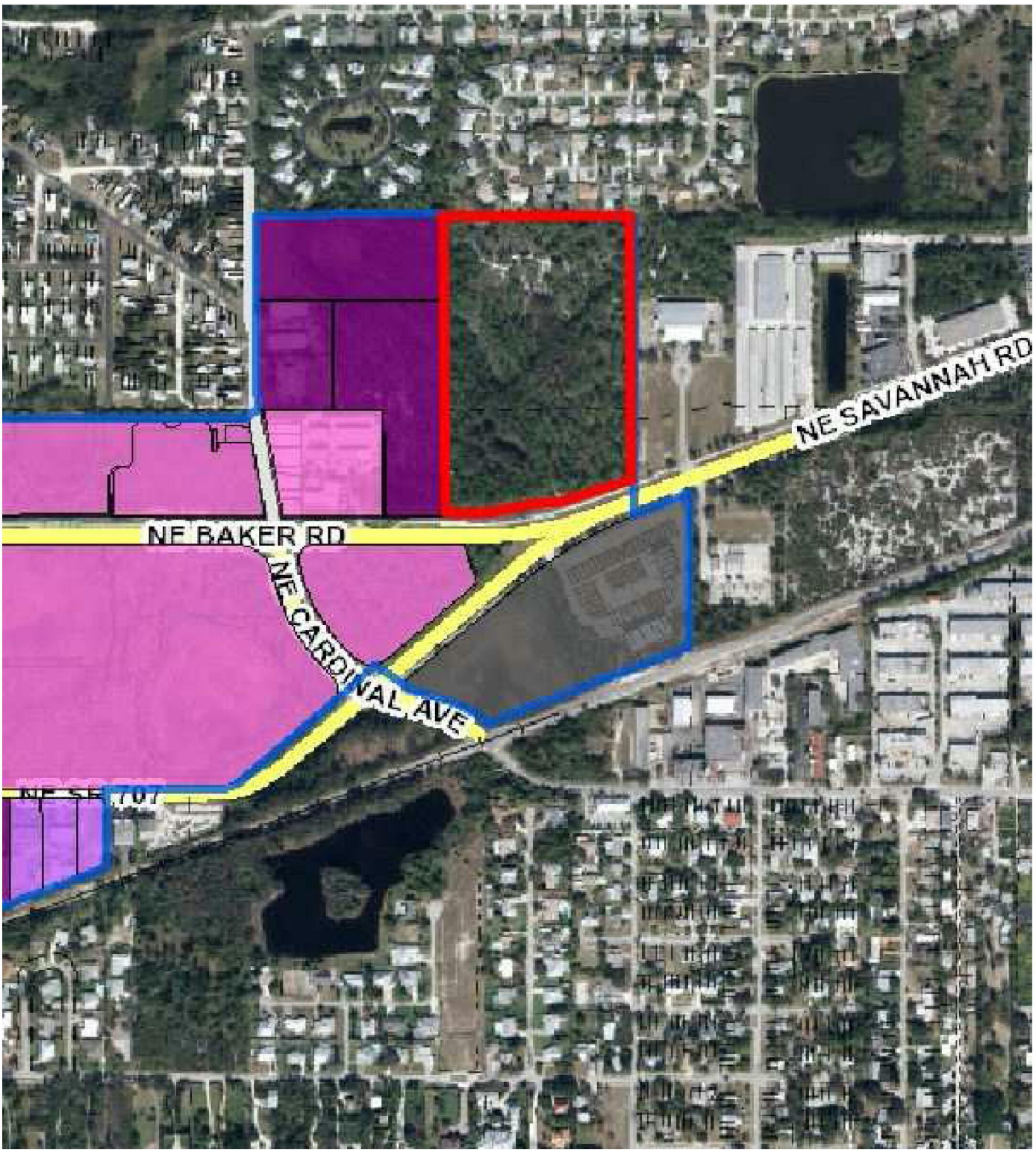


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Savannah Place Apartments RPUD project and use thereof shall comply with the following drawings:

   a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido and Associates, dated 05.02.2019.**
   b. **The Boundary Survey, Sheets 1 thru 7, by Betsy Lindsay, Inc., dated 02.20.2018.**
   c. **The Landscape Plans, Cover Sheet & Sheets LA-1 thru LA-5, prepared by Lucido & Associates, dated 05.02.19.**
   d. **The Tree Mitigation Plan, Sheets MT-1, M-T-2, & MT-3, prepared by Lucido & Associates, dated 05.02.19**
   e. **The Offsite Landscape Buffer PLANS, Sheets 1 &2, prepared by Lucido and Associates, dated 05.02.19.**
   f. **Savannah Road Turn Lanes, Sheet 1 of 1, by Captec Engineering Inc., dated 04.30.19.**
   g. **Architectural Floor Plans and Elevations, by Marc Wiener A.I.A., Sheets A1.04 Compactor, A2.01R Leasing Rec Center, A2.02R Roof Plan, AC3.02R Typical Garage Building, AC3.011 Typical Building Type 1, AC3.01 11 Typical Building Type 2, AC3.01 111 Typical Building Type 3, AC3.02 R Pool Pavilion, and AC3.01 R Leasing/Rec Center, all dated 18.03.29.**
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   i. **Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. FLUUCS Map dated 12/29/2017, FLUUCS Map with site plan dated 05/02/2019 Env 1, dated 12/29/2017, Env 2, dated 12/29/2017.**

j. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

k. Ecological Assessment and Preserve Area Management Plan by Jim Goldasich, PWS, dated 2/11/19.

3. 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.

4. Development of the Subject Property as a RPUD shall include an impervious area of no more than (52%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 4 stories or 45'-0". 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.

5. 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.

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

7. 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.

8. 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

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

10. At the time of permitting, relocated landscaping to the public right-of-way shall be located clear of utility lines and approved by the City of Stuart.

11. 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.

12. 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

13. Open Space. Not less than 22.6% of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates 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.

14. Excluding wetlands defined by the South Florida Water Management District, not less than 28% 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 Lucido and Associates. The project shall adhere to the Preserve area mitigation and monitoring plan (to be prepared prior to first reading). The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring

Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Tree Mitigation

15. 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

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

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

18. 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.

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

Development and Construction

20. The Developer shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the first certificate of occupancy.

21. The Developer shall install landscaping and gate at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gate shall be made operational prior to issuance of a certificate of occupancy.

22. The property owner shall provide easements for licensed television services. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

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

24. 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.

25. 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.

26. The projects new intersection at N.E. Baker Road and N.E.Savannah Road as well as turning lanes into the project as described on the project's Master Site plan and Turning Lane Exhibit shall be completed before the first Certificate of Occupancy is issued for any building.

27. 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".

28. As part of the stormwater system, the owner shall install a floating mat littoral system. The size of the mat shall be 5% of the surface area of the lake, or approximately 1,437 sf. The littoral mat system shall be manufactured and installed by Beesmats or City of Stuart approved equal. The littoral mat system shall be "harvested" at least once per year and new planting installed for new nutrient uptake. The mat system shall be maintained in working order in perpetuity.

29. Littoral plantings and upland planting shall be provided per Landscape plan by Lucido and Associates at the lakes bank and entire perimeter.

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

31. Owner shall restore 4.3 acres within the heart of the Haney Creek watershed as per Exhibit C letter f. Kennedy Homes-Savannah Place Apartments Natural System Restoration and Enhancement, by J.J. Goldasich and Associates, Inc. Env 1 & 2 and shall be maintained and monitored as specified in the PAMP attached as Exhibit C letter g.

32. 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.

33. Savannah Place Apartments will provide two on-site trash compactors. The trash compactor dedicated to trash collection will have an associated 30-yard rollout dumpster and shall be a Marathon RJ-275 or equal. The trash compactor dedicated to recycling collection shall have an associated 10-yard dumpster and shall be a Marathon RJ-225 or equal. The resident shall separate their refuse into general trash and recycling and place the trash into a general trash receptacle and a recyclable 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

34. 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 the Proposed Entry Monument Sign drawing by Mark Wiener A.I.A. Architecture and Planning.

Work Force Housing

35. The Owner shall set aside ten (10) units in the Development, five (5) two-bedroom units and five (5) one-bedroom units, as Work Force Housing ("WFH"). No more than three (3) units shall be allocated to any one building in the Development.

36. Prospective tenants for WFH shall be required to demonstrate to the Owner that all those parties who will occupy the WFH unit will, collectively, (a) make no more than the 80% category of income limits defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County, (b) have a credit score of no less than 650, and (c) have the ability to pay the rent for the WFH unit.

37. The rent for a WFH unit shall be no greater than the 80% category of rental limits per bedroom as defined in the State Housing Initiatives Partnership Program (SHIP) for Martin County.

38. In the event the number of units occupied as WFH Units falls below ten (10), and in the event the Owner, after using reasonable efforts is unable to find a prospective tenant for WFH for a period of two (2) months after the number of WFG tenants has fallen below ten (1), may lease out vacant units to other than WFH tenants. Provided, however, the Owner shall not allow the number of WFH units to stay below ten (1) for longer than two (2) months.

39. On an annual basis starting one (1) year after all certificates of occupancy are obtained, the Owner shall provide to the Development Department of the City, a report setting forth the following: (a) the number of units in the Development actually occupied as WFH during the preceding year, (b) the length of stay in each WFH unit, (c) the rent actually paid for each WFH unit for the preceding year, and (d) the efforts of the Developer to find prospective tenants eligible for WFH.

Future Amendments

40. 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.

41. 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

42. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**March 1, 2020**
Final Certificate of Occupancy for all site and building improvements.	**March 1, 2023**

Allowable Uses

43. 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.

Additional Conditions of Approval included at second reading.

Helping People Succeed

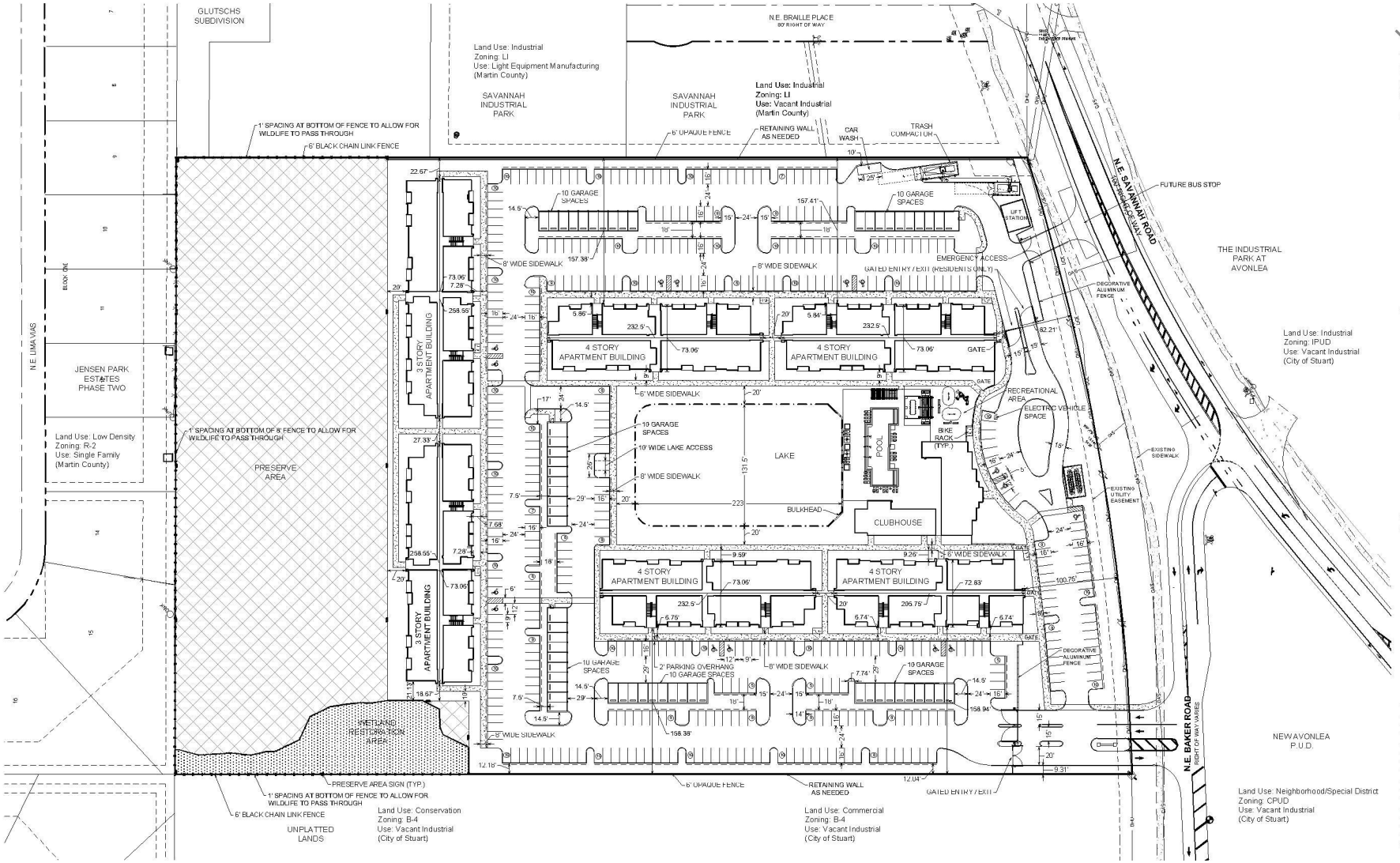
44. The perimeter berm along the eastern property line shall be increased to the maximum height allowed by the South Florida Water Management District while maintaining a maximum slope of 4:1.

45. The developer shall plant a landscape buffer on the property leased by Helping People Succeed. The landscape buffer shall include native trees and native shrubs and grasses. The trees shall be a minimum of 20' height and shall be planted at a maximum spacing of 20' on-center. The buffer shall be planted on the eastern side of the existing swale and shall be a minimum width of 15'. The landscape buffer shall have an irrigation system installed by the developer, the irrigation water shall be provided by Helping People Succeed. The landscape buffer shall be planted prior to the City of Stuart releasing the first building permit for vertical construction.

46. The developer shall change the lighting fixture in the north east corner of the proposed parking lot to a double fixture, with the second fixture illuminating the adjacent property leased by Helping People Succeed. The additional fixture shall be a Type 3 distribution, or similar distribution.

Jensen Park Estates

47. The developer shall meet with each property owner of Lots 9-15 of Jensen Park Estates Phase 2 to determine which landscape buffer each property owner selects for their property from the choices within the approved offsite landscape plan. The landscape buffer shall be planted by the developer prior to the issuance of a building permit for the second building within the project. The developer shall provide temporary irrigation for one-year to establish the landscape buffer.



General Notes:

- Refer to Landscape Plan for landscape details and specifications.
- This project shall be completed in one phase.
- Refer to Construction Drawings for location of traffic control devices.
- The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if barricades have been properly installed on the site.
- All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
- The property owner shall be required to provide adequate easements to ensure non-exclusive access to duly licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
- The parking areas shown hereon are private and will be owned and maintained by the homeowners association.
- Water and sewer service shall be provided by Martin County Utilities.
- Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

Preserve Area Calculations:

Total Site Area:	15.14 acres
Less Predevelopment Wetlands:	2.65 acres
Predevelopment Upland Area:	12.49 acres
Required Upland Preserve Area (25.0%):	3.12 acres
Provided Upland Preserve Area (26.3%):	3.29 acres

Building Data:

Product Type:	Multifamily
Maximum Height:	4 Stories - 45'
Building Coverage:	18%
Maximum Allowed Per RPUD: 30%	

Parking Calculations:

Total Parking Spaces Required	**504 Spaces**
112 1 - Bedroom units @ 1.5 Spaces per unit: 168 spaces	
168 2 & 3 - Bedroom units @ 2 Spaces per unit: 336 spaces	
Total Parking Spaces Provided	**505 Spaces**
445 Standard Spaces	
60 Garage Spaces	

Site Data:

Proposed Future Land Use:	**Multifamily**	
Proposed Zoning:	**RPUD**	
Total Units:	**280 Units**	
Gross Density:	**18.49 DU/Ac.**	
Area (Total Site):	**659,293 sf**	**15.14 ac.**
Impervious Area:	369,170 sf	8.47 ac. (55.9%)
Building:	119,760 sf	2.73 ac.
Pavement:	172,792 sf	3.97 ac.
Sidewalks, Patios, Decks:	49,220 sf	0.99 ac.
Curb:	4,440 sf	0.10 ac.
Trash Compactor:	1,020 sf	0.02 ac.
Lake:	20,928 sf	0.05 ac.
Pervious Area:	290,123 sf	6.67 ac. (44.1%)
Landscape Area:	131,242 sf	3.02 ac.
Preserve Area:	143,266 sf	3.29 ac.
Wetland Restoration Area:	15,616 sf	0.36 ac.

lucido & associates
701 E Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
827 North Thornton Avenue, Orlando, Florida 32803 (407) 698-9521, Fax (407) 698-9768

Key / Location:

N.T.S.

Project Team:

Property Owner
Werner Bob Revocable Trust
PO Box 164
Palm City, Florida 34991

Applicant
Kennedy Homes
6400 Congress Avenue
Boca Raton, Florida 33487

Land Planner
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Stuart, Florida 34994
772.220.2100

Landscape Architect
Lucido & Associates
701 East Ocean Blvd.
Stuart, Florida 34994
772.220.2100

Engineer
Caples Engineering, Inc
301 NW Flagler Avenue
Stuart, FL 34994
772.692-4944

Traffic Engineer
Caples Engineering, Inc
301 NW Flagler Avenue
Stuart, FL 34994
772.692-4944

Surveyor
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7987 SW Jack James Drive
Stuart, Florida 34997
772.286.5753

Architect
Marc Wiener, A.I.A.
Architecture / Planning
951 S Federal Highway, Suite 200
Boca Raton, Florida 33432
561.750.4111

Savannah Place Apartments RPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
04.04.2018		Master Site Plan Application
06.12.2018		First Submittal
10.23.2018		Second Submittal
02.20.2019		LPA Set
03.01.2019		SCC Set
05.02.2019		SCC Set - Second Reading

NORTH

SCALE: 1" = 50'

0 25' 50' 100'

REG. #1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	1 of 1
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Savannah Place - Master Plan.dwg	

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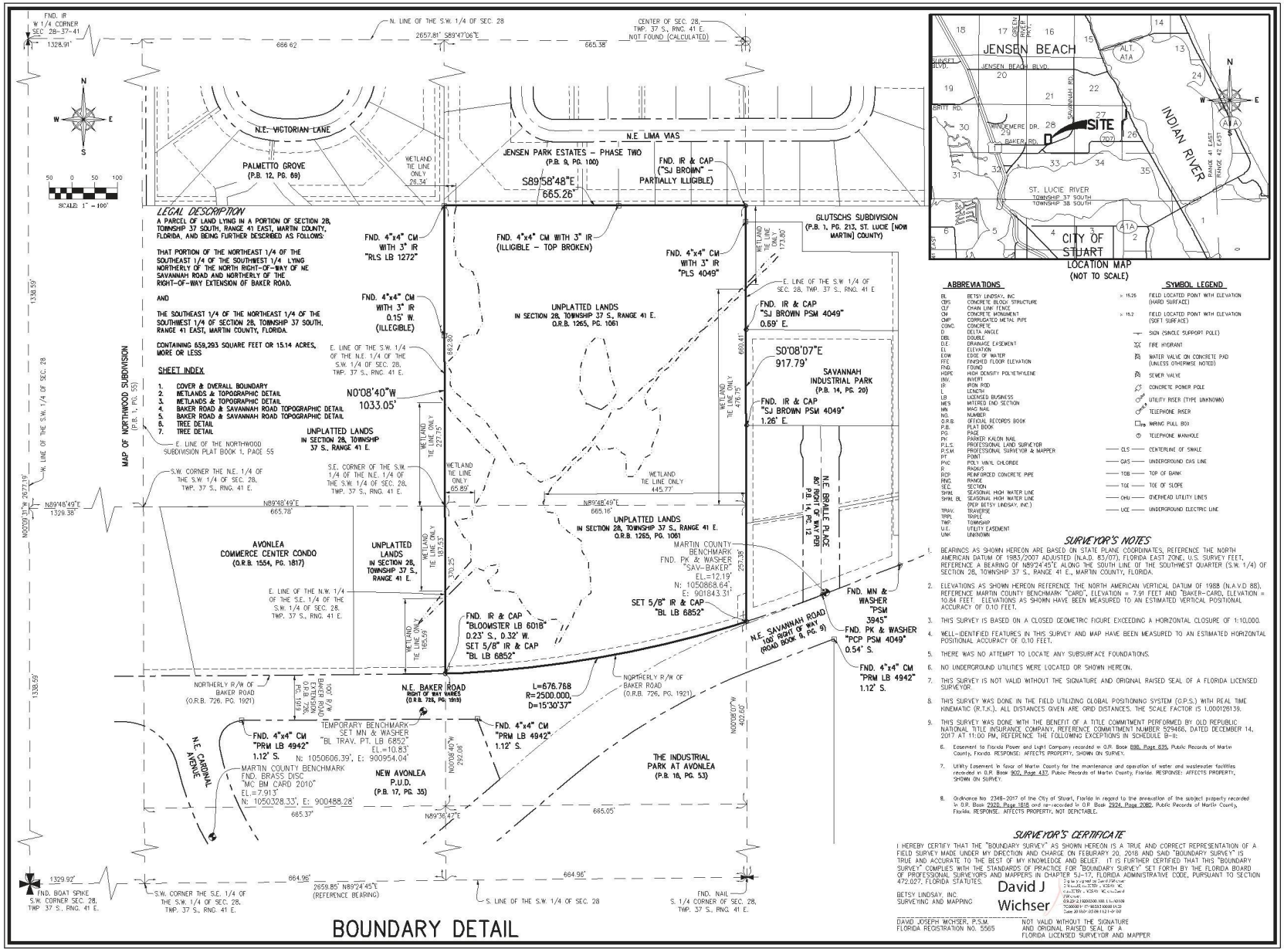
Drawing Name: J:\Projects Active\17-1120 Baker Road (Savannah Place) Kennedy Homes\Site Plan\ May 02, 2019 - 11:58am 17-1120 Savannah Place - Master Plan.dwg

05132019 CCM



BOUNDARY DETAIL

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY OF NE SAVANNAH ROAD AND NORTHERLY OF THE RIGHT-OF-WAY EXTENSION OF BAKER ROAD.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

CONTAINING 659,293 SQUARE FEET OR 15.14 ACRES, MORE OR LESS

SHEET INDEX

1. COVER & OVERALL BOUNDARY
2. WETLANDS & TOPOGRAPHIC DETAIL
3. WETLANDS & TOPOGRAPHIC DETAIL
4. BAKER ROAD & SAVANNAH ROAD TOPOGRAPHIC DETAIL
5. BAKER ROAD & SAVANNAH ROAD TOPOGRAPHIC DETAIL
6. TREE DETAIL
7. TREE DETAIL

LOCATION MAP
(NOT TO SCALE)

ABBREVIATIONS

BL	BETSY LINDSAY, INC.
CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
D	DELTA ANGLE
DBL	DOUBLE
D.E.	DRAINAGE EASEMENT
EL	ELEVATION
EOW	EDGE OF WATER
FFE	FINISHED FLOOR ELEVATION
FND.	FOUND
HDPE	HIGH DENSITY POLYETHYLENE
INV.	INVERT
IR	IRON ROD
L	LENGTH
LB	LICENSED BUSINESS
MES	MITERED END SECTION
MN	MAG NAIL
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
PT.	POINT
PVC	POLY VINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RNG.	RANGE
SEC.	SECTION
SWHL	SEASONAL HIGH WATER LINE
SWHL BL	SEASONAL HIGH WATER LINE (PER BETSY LINDSAY, INC.)
TRAV.	TRAVERSE
TRPL	TRIPLE
TWP.	TOWNSHIP
U.E.	UTILITY EASEMENT
UNK	UNKNOWN

SYMBOL LEGEND

- 15.25 — FIELD LOCATED POINT WITH ELEVATION (HARD SURFACE)
- 15.2 — FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACE)
- SIGN (SINGLE SUPPORT POLE)
- FIRE HYDRANT
- WATER VALVE ON CONCRETE PAD (UNLESS OTHERWISE NOTED)
- SEWER VALVE
- CONCRETE POWER POLE
- UTILITY RISER (TYPE UNKNOWN)
- TELEPHONE RISER
- WIRING PULL BOX
- TELEPHONE MANHOLE
- CLS — CENTERLINE OF SWALE
- GAS — UNDERGROUND GAS LINE
- TOB — TOP OF BANK
- TOE — TOE OF SLOPE
- OHU — OVERHEAD UTILITY LINES
- UGE — UNDERGROUND ELECTRIC LINE

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2007 ADJUSTED (N.A.D. 83/07), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF N89°24'45"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E., MARTIN COUNTY, FLORIDA.
2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D 88), REFERENCE MARTIN COUNTY BENCHMARK "CARD", ELEVATION = 7.91 FEET AND "BAKER-CARD, ELEVATION = 10.84 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.10 FEET.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
4. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
7. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
8. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.). ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.000128139.
9. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, REFERENCE COMMITMENT NUMBER 529486, DATED DECEMBER 14, 2017 AT 11:00 PM, REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE B-II:
   6. Easement to Florida Power and Light Company recorded in O.R. Book 896, Page 835, Public Records of Martin County, Florida. RESPONSE: AFFECTS PROPERTY, SHOWN ON SURVEY.
   7. Utility Easement in favor of Martin County for the maintenance and operation of water and wastewater facilities recorded in O.R. Book 902, Page 437, Public Records of Martin County, Florida. RESPONSE: AFFECTS PROPERTY, SHOWN ON SURVEY.
   8. Ordinance No. 2348-2017 of the City of Stuart, Florida in regard to the annexation of the subject property recorded in O.R. Book 2920, Page 1818 and re-recorded in O.R. Book 2924, Page 2080, Public Records of Martin County, Florida. RESPONSE: AFFECTS PROPERTY, NOT DEPICTABLE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON FEBURARY 20, 2018 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY" 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.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

David J Wichser

DAVID JOSEPH WICHSER, P.S.M.
FLORIDA REGISTRATION NO. 5565

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

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

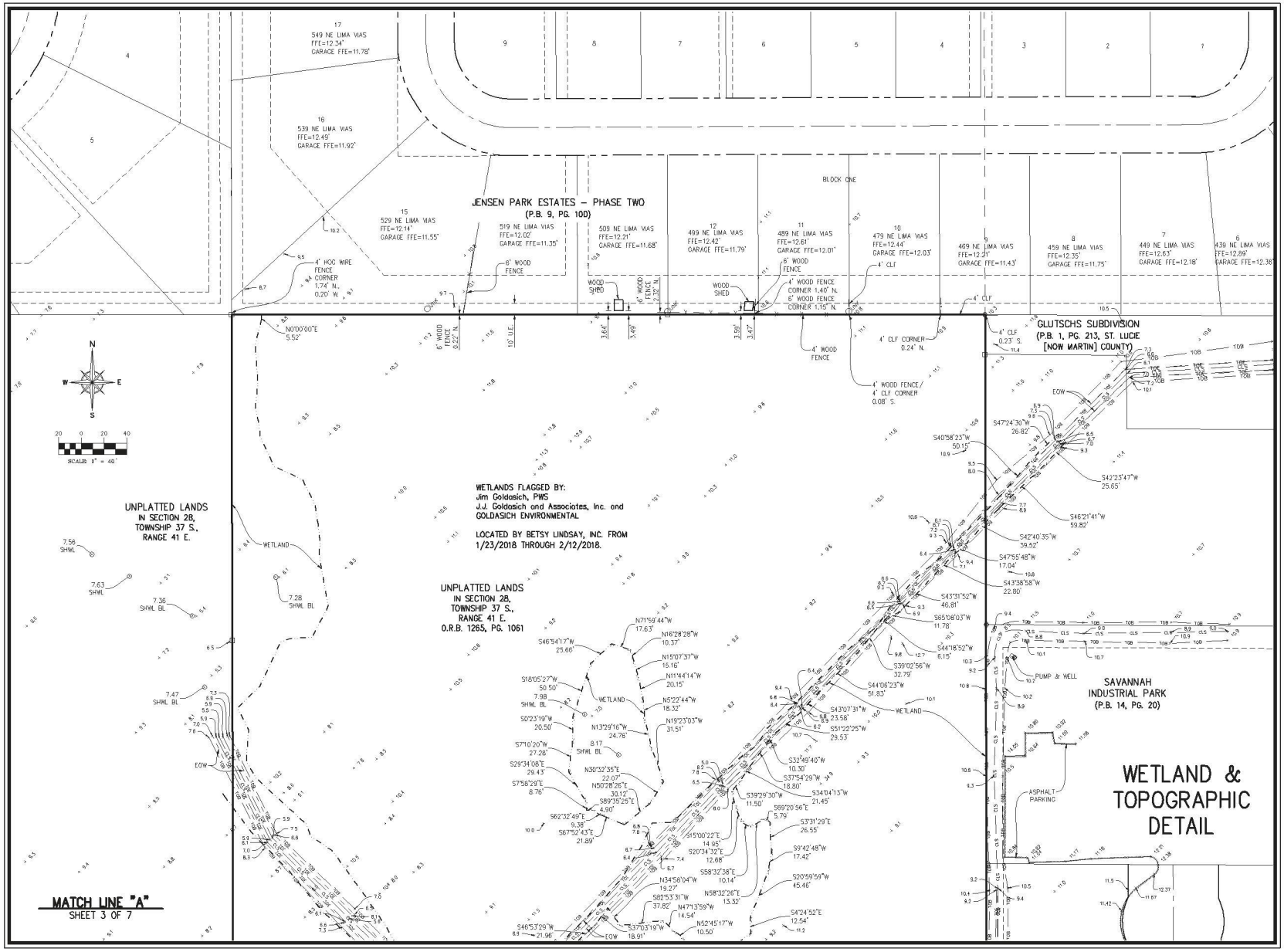
DATE 02/20/2018
SCALE 1"=100'
FIELD BK. MC 41
DRAWN BY D.B.
CHECKED BY D.J.W.

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

KENNEDY HOMES, LLC

SHEET NO. 1
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

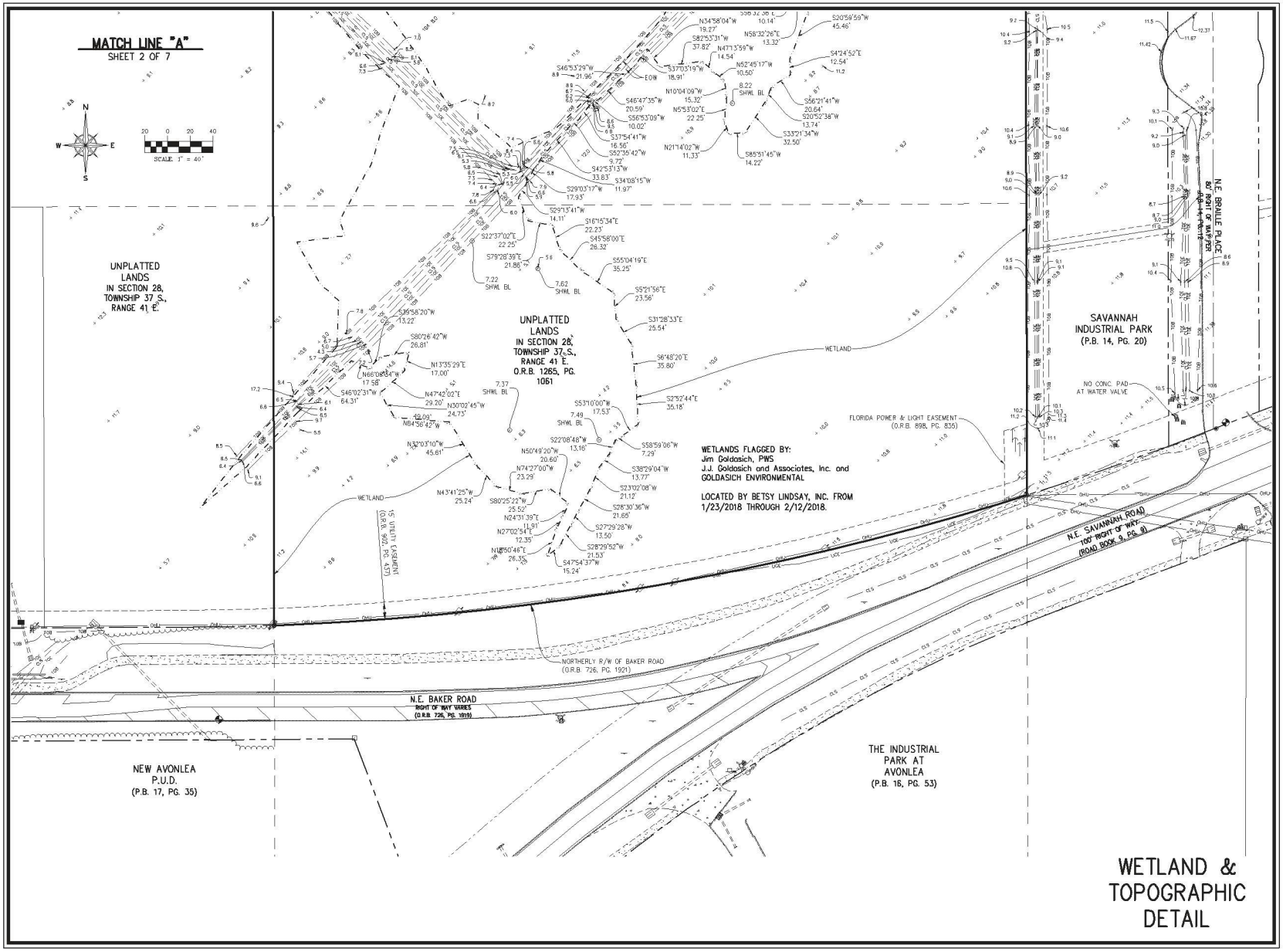
DATE 02/20/2018
SCALE 1"=40'
FIELD BK. MC 41
DRAWN BY DJB
CHECKED BY DJW

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

KENNEDY HOMES, LLC

SHEET NO. 2
OF 7 SHEETS
PROJECT NO. 18-05



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(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

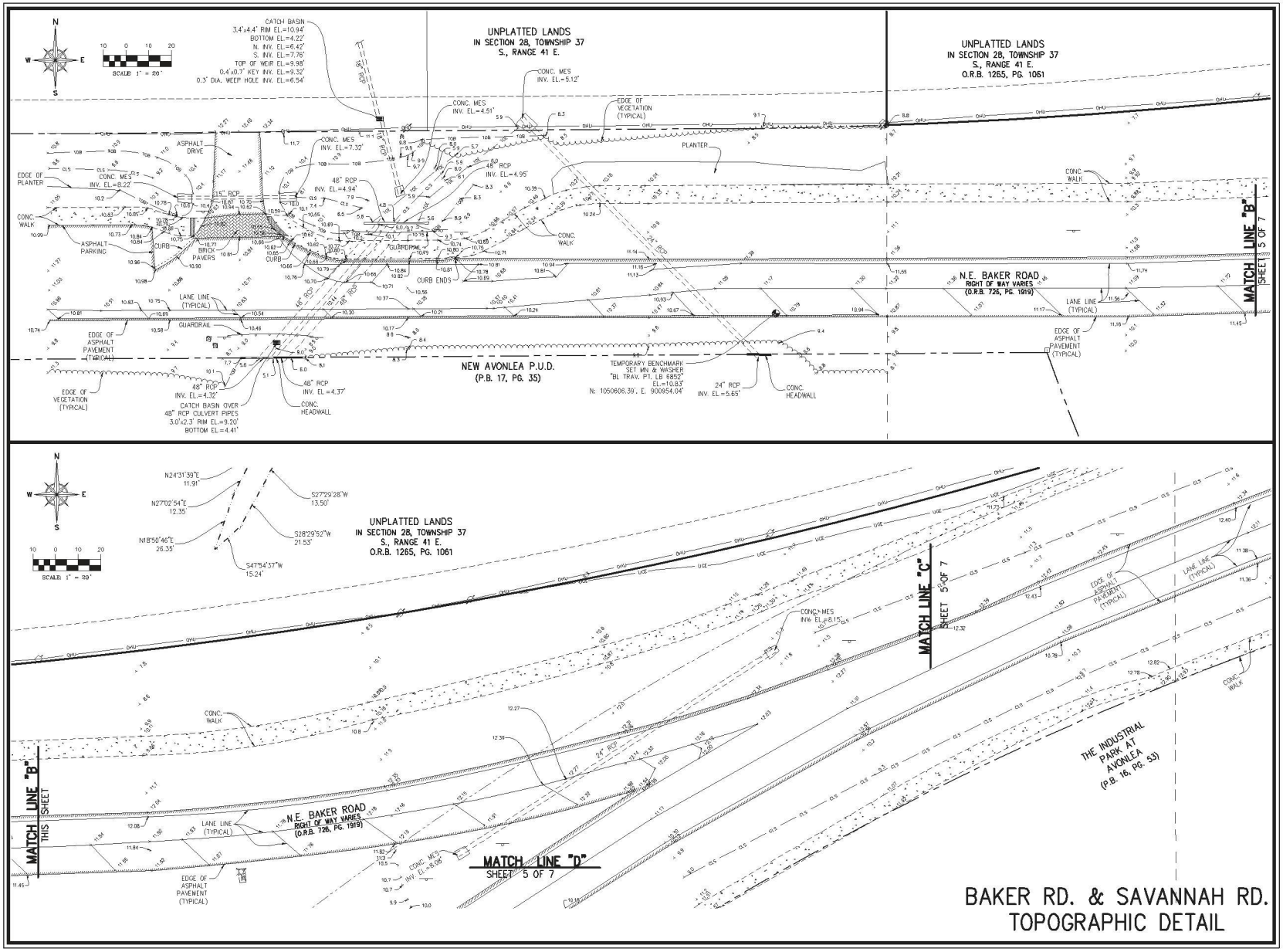
DATE 02/20/2018
SCALE 1"=40'
FIELD BK. MC 41
DRAWN BY DJB
CHECKED BY DJW

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

KENNEDY HOMES, LLC

SHEET NO. 3
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
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(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

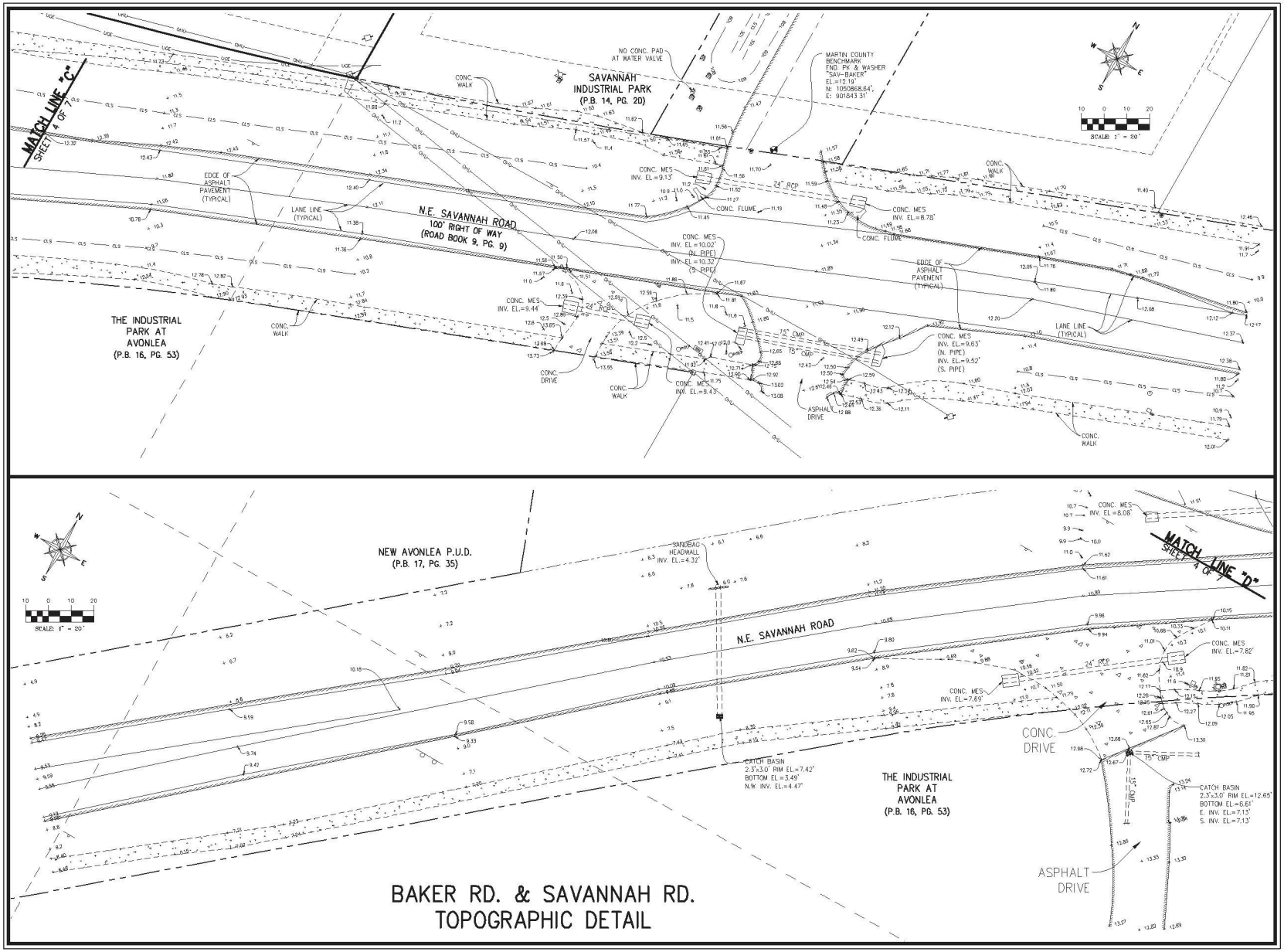
DATE 02/20/2018
SCALE 1"=20'
FIELD BK. MC 41
DRAWN BY DJB
CHECKED BY DJW

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

KENNEDY HOMES, LLC

SHEET NO. 4
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

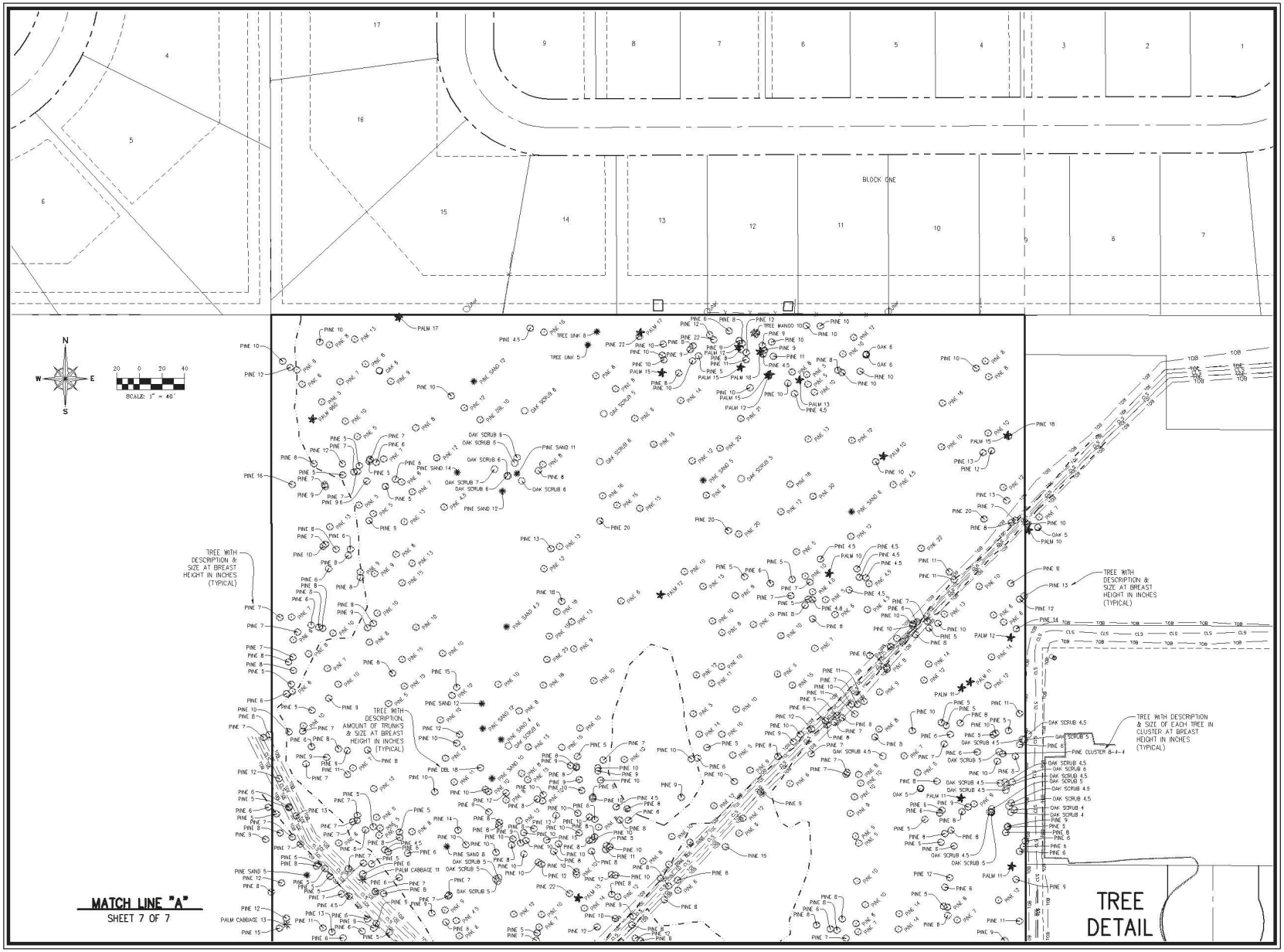
DATE 02/20/2018
SCALE 1"=20'
FIELD BK. MC 41
DRAWN BY DB
CHECKED BY DJW

BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

KENNEDY HOMES, LLC

SHEET NO. 5
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

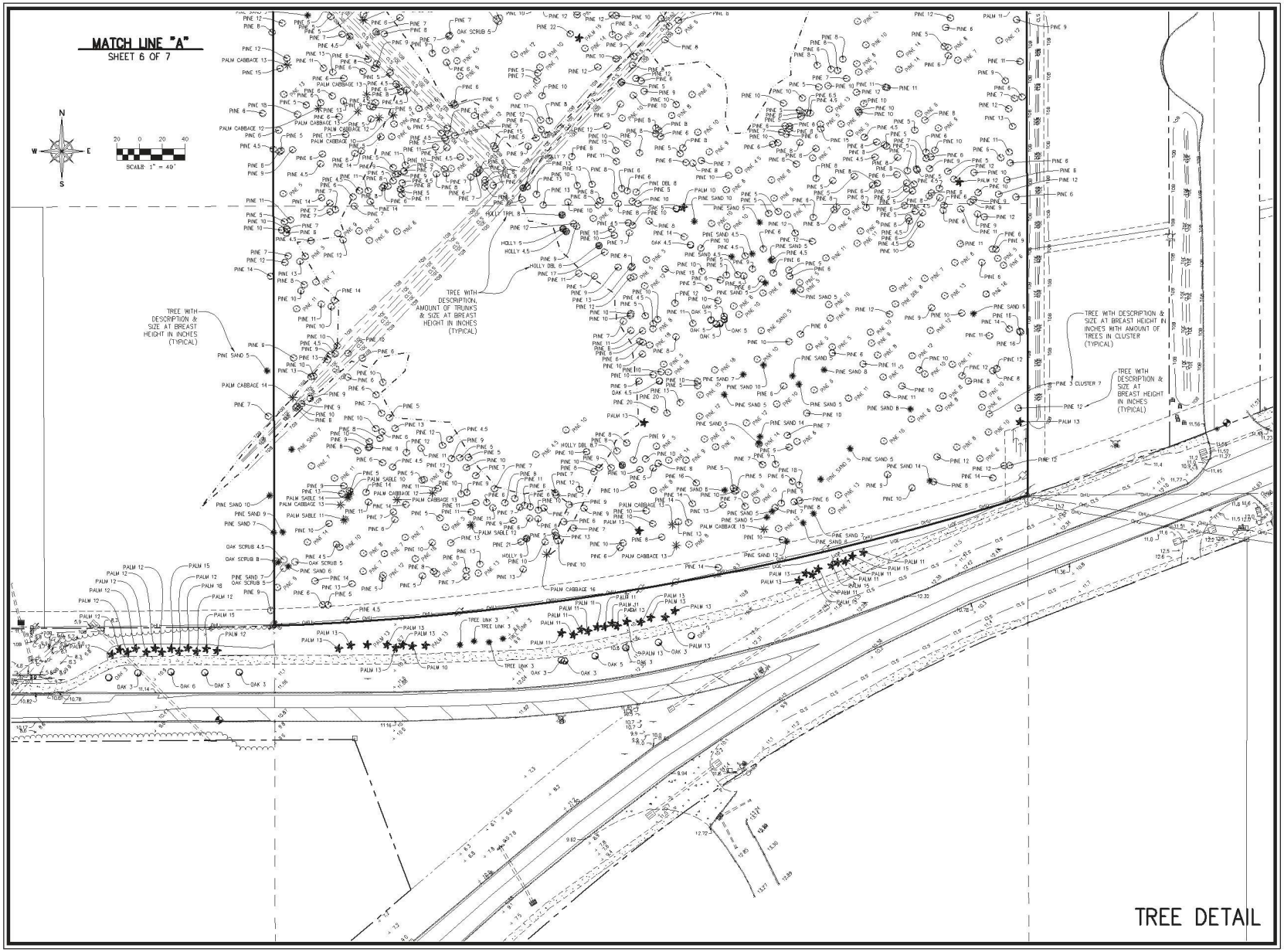
DATE 02/20/2018
SCALE 1"=40'
FIELD BK. MC 41
DRAWN BY DB
CHECKED BY DJW

BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

KENNEDY HOMES, LLC

SHEET NO. 6
OF 7 SHEETS
PROJECT NO. 18-05



BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

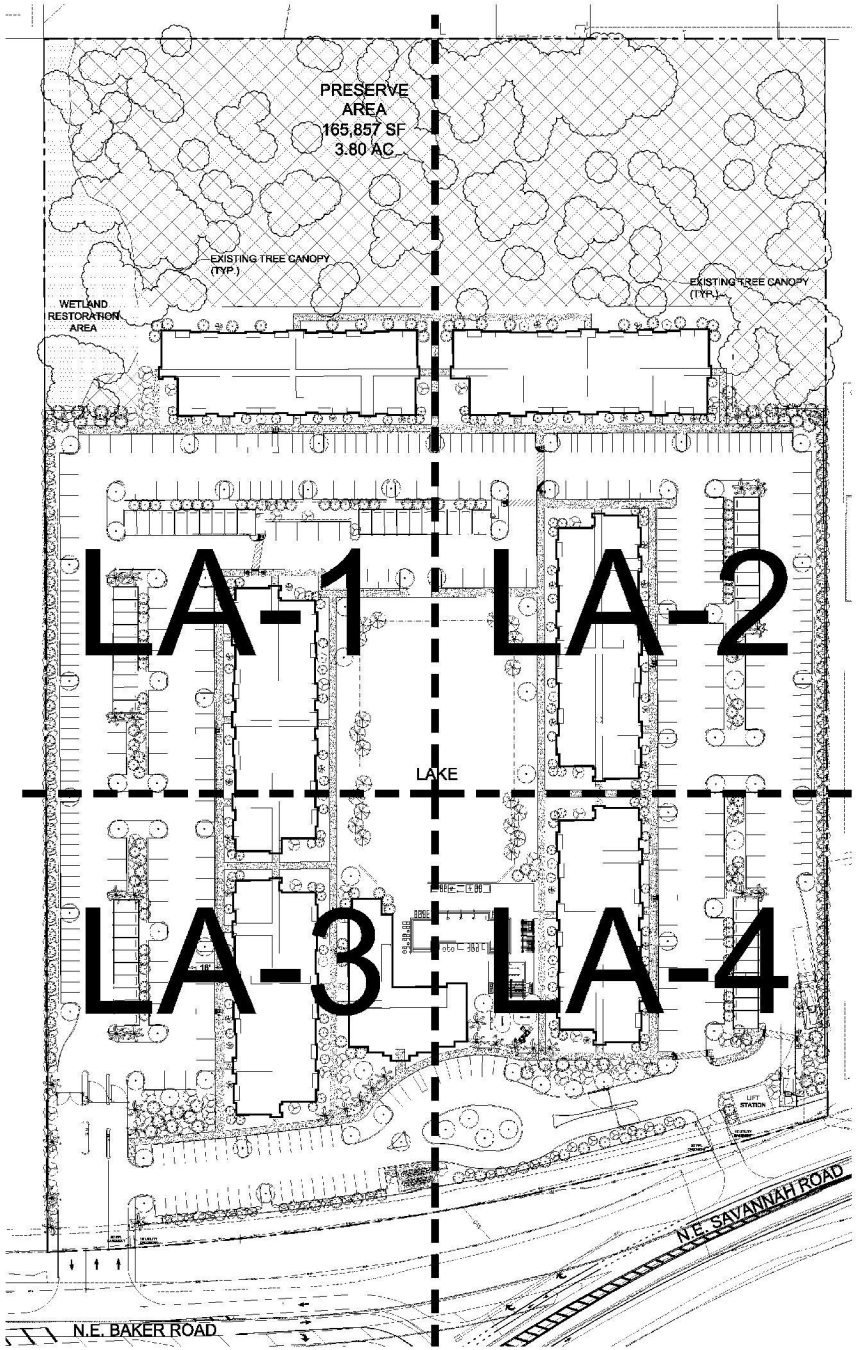
DATE 02/20/2018
SCALE 1"=40'
FIELD BK. MC 41
DRAWN BY DJR
CHECKED BY DJW

A PORTION OF SECTION 28, TOWNSHIP 37 S., RANGE 41 E.
MARTIN COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

KENNEDY HOMES, LLC

SHEET NO. 7
OF 7 SHEETS
PROJECT NO. 18-05



PLANT SCHEDULE MASTER LP

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	CB	104	Conocarpus erectus	Buttonwood	FG	16' HT	6' W	STD, F, BP	Native	4.5" Caliper
	CS	21	Conocarpus erectus "Sericeus"	Silver Buttonwood	CG	8' HT	4' SPR	STD, F, BP	Native	
	PA	42	Ilex x attenuata "East Palatka"	East Palatka Holly	FG	16' HT	5' W	STD, F, BP	Native	4.5" Caliper
	PE	36	Pinus elliottii 'Densa'	Slash Pine	FG	12'-15' HT		F, BP	Native	3.5" Caliper
	QV	42	Quercus virginiana	Southern Live Oak	FG	16' HT	6' W	F, BP	Native	4.5" Caliper
	RE	32	Roystonea regia	Florida/Cuban Royal Palm	FG	18' CT		F, BP	Native	
	SP	204	Sabal palmetto	Sabal Palm	FG	16' CT		HVY CAL SP	Native	
	TC	11	Tabebuia caraiba	Yellow Tabebuia	45G	14' HT	7' W	F, BP	Non-native	
	TD	20	Taxodium distichum	Bald Cypress	FG	16' HT	6' W	F, BP	Native	4.5" Caliper
	TR	32	Tibouchina granulosa	Purple Glory Tree	25G	8'-10'	3' W	F, BP	Non-native	
	WR	114	Washingtonia robusta	Mexican Fan Palm	FG	18' CT		F, BP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	1,836	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	COD	630	Codiaeum variegatum 'Mammy'	Mammy Croton	3G	24" HT	18"W	FTB, BP	Non-native	
	CTB	32	Cordyline terminalis 'Black Magic'	Black Magic Ti Plant	7G	4' HT	3' W	F, BP	Non-native	
	CAQ	34	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	7G	36" HT	36"W	F, BP	Non-native	
	CRI	14	Crinum sp.	Green Crinum	7G	24" HT	24"W	F, BP	Non-native	
	DAS	281	Dalbergia glauca	Thayetta	3G	24" HT	18"W	F	Non-native	
	HIB	39	Hibiscus rosa-sinensis 'Seminole Pink'	Seminole Pink Hibiscus	25G	8' HT	3' W	STD, BP	Non-native	
	JAT	39	Jatropha integerrima	Jatropha	15G	4' HT	3' W	STD, BP	Non-native	
	MYR	69	Myrsine africana 'Nigrum'	Emperor's Dagger	7G	4' HT	3' W	FTB, BP	Native	
	MC	21	Myrtus communis	Wax Myrtle	7G	36" OA		FTB, BP	Native	
	PLI	328	Plumbago auriculata 'Imperial Blue'	Plumbago	3G	24" HT	24"W	F, BP	Non-native	
	RCL	255	Ravenala madagascariensis	Ravenala Rose "Pink"	3G	24" HT	24"W	FTB, BP	Non-native	
	SAR	1,062	Schefflera arboricola	Green Schefflera	3G	24" HT	24"W	F	Non-native	
	SRO	36	Serenoa repens 'Cinerea'	Silver Saw Palmetto	3G	18" OA		F, BP	Native	
	STU	291	Stachytarpheta jamaicensis	Blue Porterweed	3G	24" HT	18"W	F	Native	
	SN	12	Strelitzia nicolai	Giant Bird of Paradise	7G	28" OA		F, BP	Non-native	
	TRF	345	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	
ANNUALS/AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	BF	206	Hamelia patens 'Compacta'	Dwarf Firebush	3G	36" HT	30"W	FTB	Native	30" o.c.
	PBW	129	Pentas lanceolata 'White'	White Pentas Clusters	3G	24" OA		F	Non-native	18" o.c.
	PA	386	Plumbago auriculata 'Imperial Blue'	Plumbago	3G	24"HT	24"W	F, BP	Non-native	30" o.c.
	SAD	91	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	24" o.c.
	TT	286	Thayetia glauca	Thayetia	3G	24"HT	18"W	F	Non-native	30" o.c.
	TRD	795	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	30" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	EP	2,291	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	EM	7,230	Ilex vomitoria 'Shadow Dwarf'	Dwarf Yaupon	1G	18" OA	15"W	Full	Native	15" o.c.
	JUP	1,364	Juniperus chinensis 'Pfitzeri'	Pfitzer Juniper	1G	36" HT	18" SPR	Full	Non-native	24" o.c.

UPLAND & LITTORAL PLANT SCHEDULE

	LITTORAL PLANTING	3,586 sf		
	Cleistachya intermedia / Jones Bahiastalk	62	S.S., 12"-15" HT	15% @ 36" oc
	Hymenocallis / Star Flag sp.	42	S.S., 24"-30" HT	15% @ 36" oc
	Nymphaea odorata / Fragrant Water Lily	42	S.S., 24"-30" HT	15% @ 36" oc
	Pontederia cordata / Pickerel Weed	62	S.S., 24"-30" HT	15% @ 36" oc
	Sagittaria lancifolia / Arrowhead	62	S.S., 24"-30" HT	15% @ 36" oc
	Spartina bakeri / Sand Cord Grass	279	LINEAL, 18" HT	36% @ 36" oc
	UPLAND BUFFER PLANTING	2,234 sf		
	Callicarpa americana / American Beautyberry	33	SG, 30"-36" x 15"-18"	15% @ 48" oc
	Myrcianthes fragrans / Simpson's Stopper	71	SG, 12'-15" x 10'-12" W	30% @ 96" oc
	Myrsine cubana / Rapanea	71	CG, 36"-48" x 24"-30"W	70% @ 60" oc
	Myrsine guianensis / Myrsine	33	SG, 30"-36" x 15"-18"	15% @ 48" oc
	Serenoa repens / Saw Palmetto	71	CG, 36"-48" x 24"-30"W	6% @ 60" oc
	Spartina bakeri / Sand Cord Grass	68	SG, 12"-15" x 10"-12" W	20% @ 36" oc
	Tripsacum dactyloides / Fakahatchee Grass	33	SG, 36"-48" H x 30" SPR	15% @ 48" oc

Landscape Data:

Total Landscape Area Required:
659,293 sf (20%)= 131,859 SF, 3.03 AC
Total Landscape Area Provided:
150,164 SF (3.45 AC)

Landscape Requirements

Total Site Area: 659,293 SF

Required Tree Credits: 440
659,293/1,500 = 440

Parking Perimeter @ Building: (1,563' /20) = 78 Tree Credits
Parking Perimeter @ ROW: (631' /25) = 21 Tree Credits
Parking Perimeter @ Private Property: (1,232' /30) = 41 Tree Credits
Parking Terminal Islands: (73) = 73 Trees

Provided Tree Credits: 440

Parking Perimeter @ Building: 78 Tree Credits
Parking Perimeter @ ROW: 21 Tree Credits
Parking Perimeter @ Private Property: 41 Tree Credits
Parking Terminal Islands: 73 Tree Credits

Required Shrub Credits: 1,330
Parking Perimeter @ Building: (1,563' /2.5) = 625 Shrub Credits
Parking Perimeter @ ROW: (631' /2.5) = 212 Shrub Credits
Parking Perimeter @ Private Property: (1,232' /2.5) = 493 Shrub Credits

Provided Shrub Credits: 1,330
Parking Perimeter @ Building: 625 Shrub Credits (3' HT)
Parking Perimeter @ ROW: 212 Shrub Credits (3' HT)
Parking Perimeter @ Private Property: 493 Shrub Credits (3' HT)

LANDSCAPE NOTES:

- 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.
- All required landscape improvements for each phase must be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site.
- Where existing vegetation meets minimum City of Stuart standards, this vegetation may be credited toward landscape requirements.
- Existing vegetation to remain undisturbed outside of construction limits. Proposed vegetation may be relocated due to unforeseen site conditions or in order to preserve existing vegetation.
- All prohibited exotic and invasive species shall be removed from the site prior to the issuance of a certificate of occupancy.
- See engineer's plans for all overhead & underground utility locations.
- 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'.
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees, thought at maturity of more than 50' from the nearest overhead power line. Medium height trees, height at maturity between 25' and 50' shall be offset at least 20' and small trees (height at maturity of less than 25') require no offset.
- No tree shrubs, hedges or vines shall be planted within 3' of an 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 fond length plus ten (5) feet from power lines. Tree species shall be selected so to minimize conflicts with existing or proposed utilities.
- All above ground utilities shall be screened in accordance with City of Stuart requirements.
- All plant materials to be Florida No. 1 quality and standards or better.

IRRIGATION NOTES:

All Landscape & Sod areas shall be irrigated by an automated system.
Shall provide 100% coverage & overlap.

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.

No irrigation system shall be installed or maintained shall/ing any public street which causes water from the system to overspray onto the roadway or to affect passing vehicular traffic.

Irrigation Water Source: To Be Determined

REQUIRED XERISCAPE POINTS:

At least 51% of the grass areas are made up of drought tolerant grass species	10 points
At least 51% of the required shrubs are made up of drought tolerant species	10 points
At least 51% of the required trees are made up of drought tolerant species	10 points
Utilization of materials screening rock/boulder other than a retaining wall permitted	5 points
Utilization of mulch other than agrimas mulch	5 points
Utilization of recycled mulch with a 3" min. depth in all planted areas except ground covers	10 points
	50 total points

SHEET INDEX:

OVERALL KEY SHEET	CV
PLANT SCHEDULE	CV
LANDSCAPE PLANS	LA-1 – LA-4
LANDSCAPE DETAILS	LA-5
LANDSCAPE SPECIFICATIONS	LA-6

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Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set

NORTH

SCALE: 1" = 50'

0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	CV
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Lanc	

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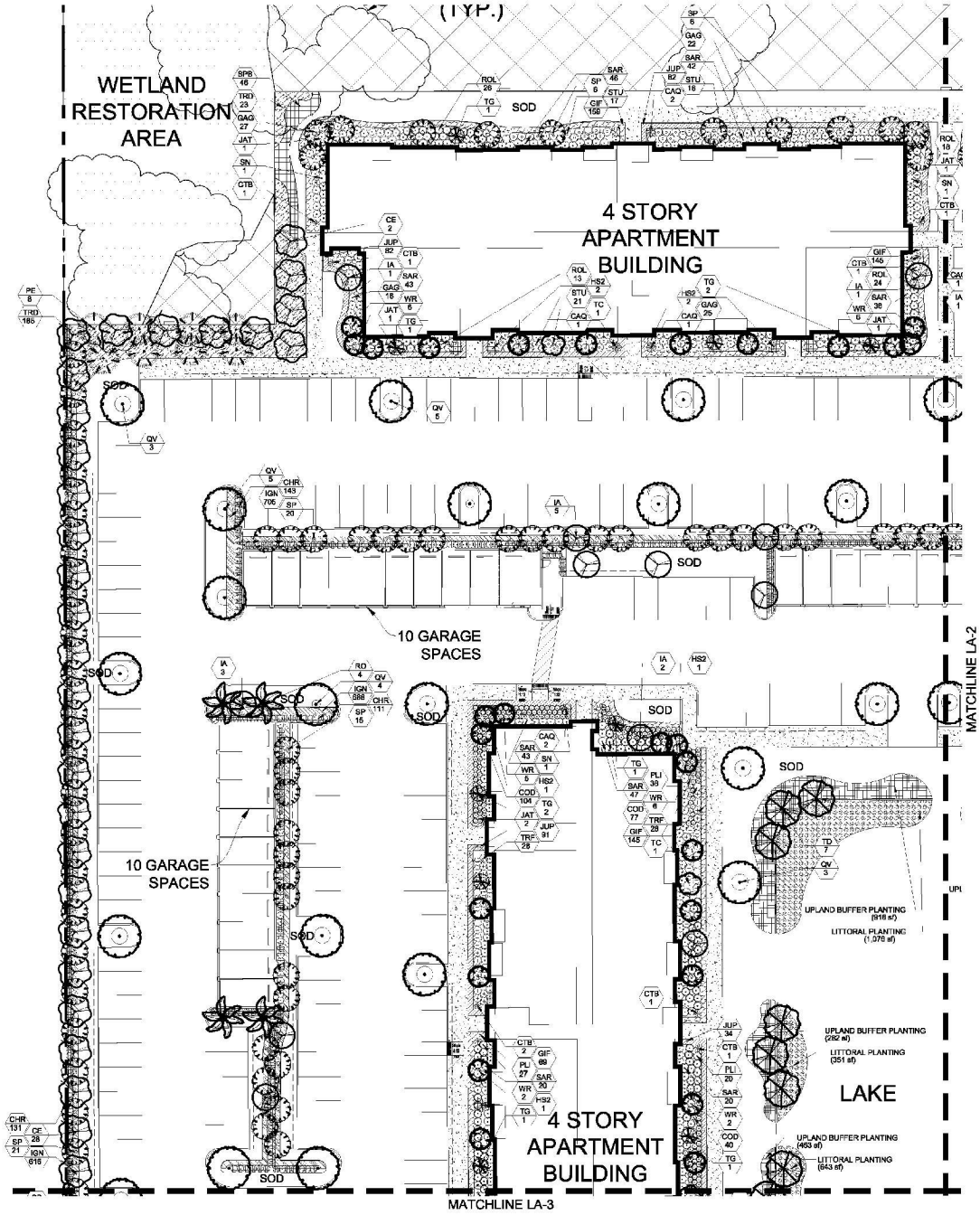

PLANT SCHEDULE LA-1

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	CE	30	Conocarpus erectus	Buttonwood	FG	16' HT	6'W	STD, F, SP	Native	4.5" Caliper
	IA	12	Ilex x attenuata "East Palatka"	East Palatka Holly	FG	16' HT	6'W	STD, F, SP	Native	4.5" Caliper
	PE	8	Pinus elliottii "Densa"	Slash Pine	FG	12'-16' HT		F, SP	Native	2.5" Caliper
	QV	19	Quercus virginiana	Southern Live Oak	FG	16' HT	6'W	F, SP	Native	4.5" Caliper
	RO	4	Roystonea regia	Florida/Cuban Royal Palm	FG	16' CT		F, SP	Native	
	SP	66	Sabal palmetto	Sabal Palm	FG	16' OT		HVY CAL, SP	Native	
	TC	2	Tabebuia caraiba	Yellow Tabebaria	45G	14' HT	7' W	F, SP	Non-native	
	TD	7	Taxodium distichum	Bald Cypress	FG	16' HT	6'W	F, SP	Native	4.5" Caliper
	TG	9	Tibouchina granulosa	Purple Glory Tree	25G	8 HT	3'W	F, SP	Non-native	
	WR	27	Washingtonia robusta	Mexican Fan Palm	FG	16' CT		F, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	364	Chrysobalanus icaco "Red Tip"	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	CCD	221	Codiaeum variegatum "Mammey"	Mammey Croton	3G	24" HT	18"W	FTB, SP	Non-native	
	CTB	8	Cordyline terminalis "Black Magic"	Black Magic TI Plant	7G	4' HT	3'W	F, SP	Non-native	
	CAQ	6	Crinum augustum "Queen Emma"	"Queen Emma" Crinum	7G	36" HT	36" W	F, SP	Non-native	
	GAG	90	Gelsimine gleuca	Thryalis	3G	24" HT	18"W	F	Non-native	
	HS2	7	Hibiscus rosa-sinensis "Seminole Pink"	Seminole Pink Hibiscus	25G	6 HT	3'W	STD, SP	Non-native	
	JAT	6	Jatropha integerrima	Jatropha	15G	4' HT	3'W	STD, SP	Non-native	
	PLI	85	Plumbago auriculata "Imperial Blue"	Plumbago	3G	24" HT	24"W	F, SP	Non-native	
	ROL	81	Rondeletia leucophylla	Panama Rose "Pink"	3G	24" HT	24"W	FTB, SP	Non-native	
	SAR	299	Schefflera arboricola	Green Schefflera	3G	24" HT	24"W	F	Non-native	
	STU	84	Stachytarpheta jamaicensis	Blue Porterweed	3G	24" HT	18"W	F	Native	
	SN	3	Strelitzia nicolai	Giant Bird of Paradise	7G	36" OA		F, SP	Non-native	
	TRF	56	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	SPB	46	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	30" o.c.
	TRD	209	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GIF	518	Ficus microcarpa "Green Island"	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	IGN	2,009	Ilex vomitoria "Stokes Dwarf"	Dwarf Yaupon	1G	12" OA	12"W	Full	Native	12" o.c.
	JUP	299	Juniperus chinensis "Parsonii"	Parsonii Juniper	1G	18" HT	15" SPR	Full	Non-native	24" o.c.

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Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	LA-1
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Land	

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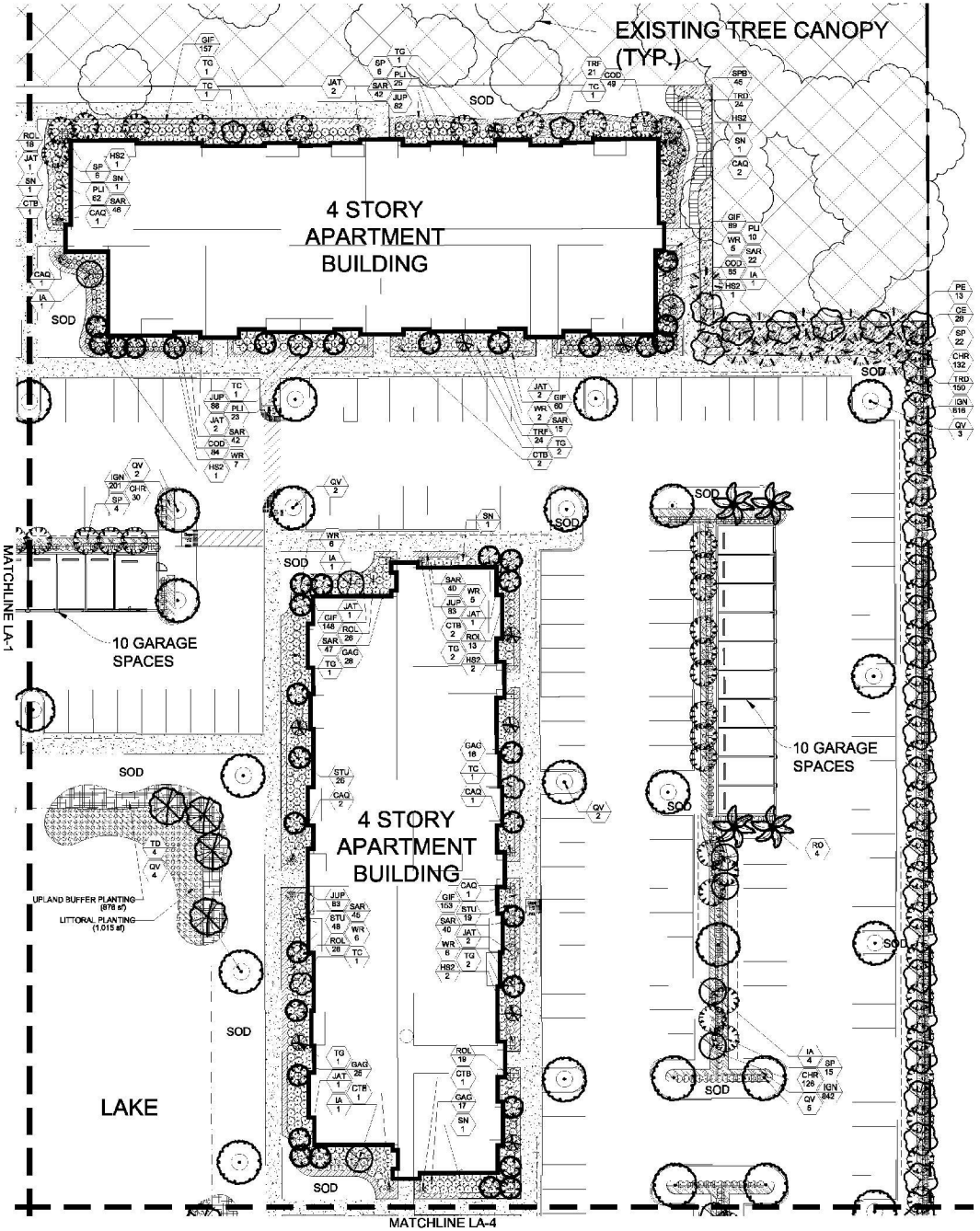

PLANT SCHEDULE LA-2

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	CE	56	Conocarpus erectus	Buttonwood	FG	16" HT	5'W	STD, F, SP	Native	4.5" Caliper
	IA	8	Ilex x attenuata 'East Palatka'	East Palatka Holly	FG	16" HT	5'W	STD, F, SP	Native	4.5" Caliper
	PE	13	Pinus elliottii 'Densa'	Slash Pine	FG	12'-16" HT		F, SP	Native	2.5" Caliper
	QV	23	Quercus virginiana	Southern Live Oak	FG	16" HT	5'W	F, SP	Native	4.5" Caliper
	RO	4	Roystonea regia	Florida Cuban Royal Palm	FG	16' CT		F, SP	Native	
	SP	53	Sabal palmetto	Sabal Palm	FG	16' CT		HVY OAL, SP	Native	
	TC	5	Tabebuia caraiba	Yellow Tabebuia	45G	14' HT	7' W	F, SP	Non-native	
	TD	4	Taxodium distichum	Bald Cypress	FG	16" HT	5'W	F, SP	Native	4.5" Caliper
	TG	18	Tibouchina granulosa	Purple Glory Tree	25G	8'HT	3'W	F, SP	Non-native	
	WR	37	Washingtonia robusta	Mexican Fan Palm	FG	16' CT		F, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	304	Chrysobalanus Icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	COD	186	Codiaeum variegatum 'Mammey'	Mammey Croton	3G	24" HT	18"W	FTB, SP	Non-native	
	CTB	6	Cordyline terminalis 'Black Magic'	Black Magic TI Plant	7G	4' HT	3'W	F, SP	Non-native	
	CAQ	8	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	7G	36" HT	36" W	F, SP	Non-native	
	GAQ	88	Galphimia glauca	Thryallis	3G	24" HT	18"W	F	Non-native	
	HS2	8	Hibiscus rosa-sinensis 'Seminole Pink'	Seminole Pink Hibiscus	25G	8'HT	3'W	STD, SP	Non-native	
	JAT	11	Jatropha integerrima	Jatropha	15G	4' HT	3'W	STD, SP	Non-native	
	PLI	120	Plumbago auriculata 'Imperial Blue'	Plumbago	3G	24" HT	24"W	F, SP	Non-native	
	ROL	84	Rondeletia Buddleioides	Panama Rose 'Pink'	3G	24" HT	24"W	FTB, SP	Non-native	
	SAR	356	Schefflera arboricola	Green Schefflera	3G	24" HT	24"W	F	Non-native	
	STU	63	Stachytarpheta jamaicensis	Blue Porterweed	3G	24" HT	18"W	F	Native	
	SN	4	Strelitzia nicolai	Giant Bird of Paradise	7G	36" OA		F, SP	Non-native	
	TRF	45	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	SPS	45	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	30" o.c.
	TRD	174	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GIF	607	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	IGN	1,866	Ilex vomitoria 'Stokes Dwarf'	Dwarf Yaupon	1G	12" OA	12"W	Full	Native	12" o.c.
	JUP	336	Juniperus chinensis 'Parsonii'	Parsoni Juniper	1G	10" HT	10" SPR	Full	Non-native	24" o.c.

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Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

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SCALE: 1" = 20'

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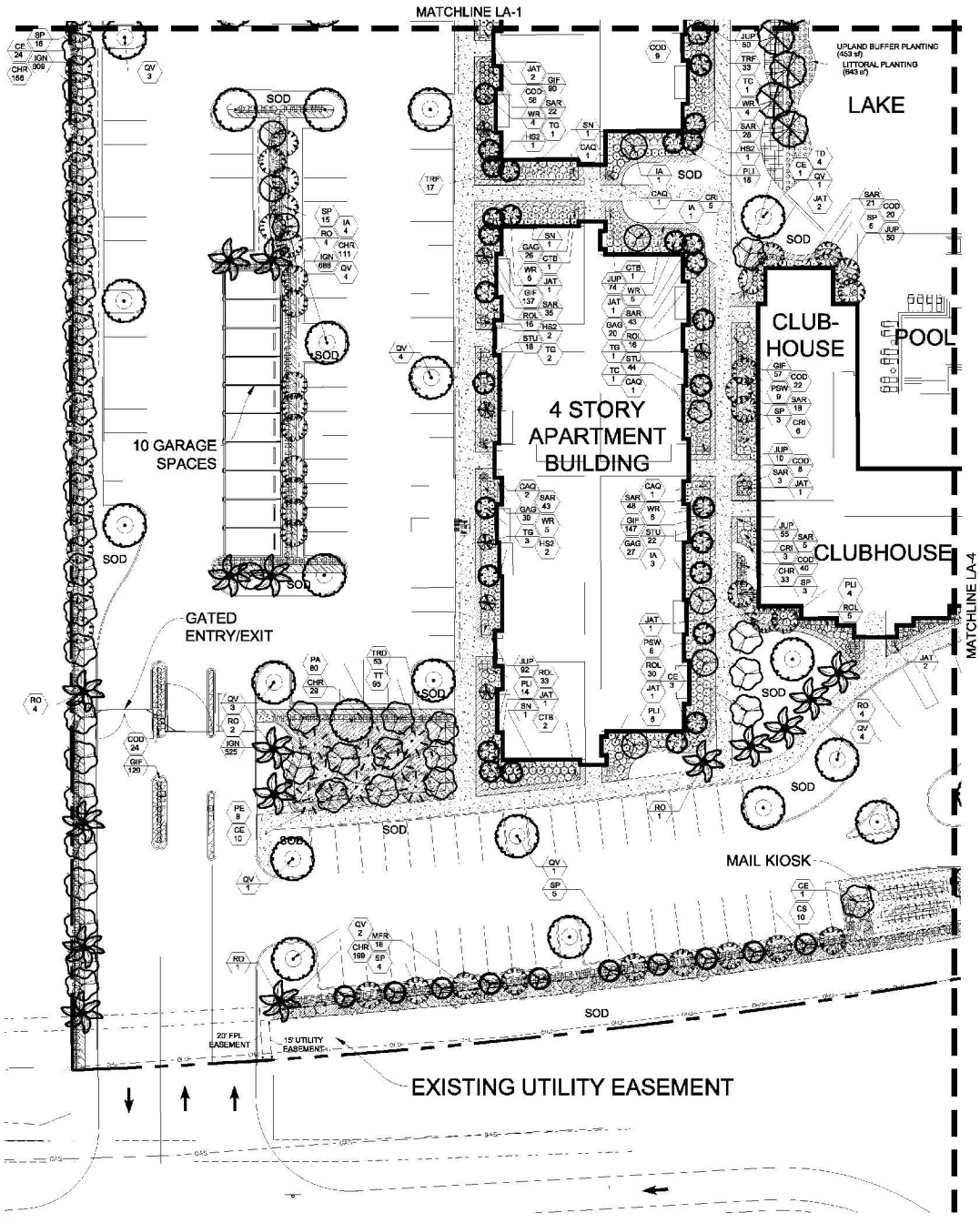

PLANT SCHEDULE LA-3

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	CE	39	Conocarpus erectus	Buttonwood	FG	16' HT	8'W	STD, F, SP	Native	4.5" Caliper
	CS	10	Conocarpus erectus "Sericeus"	Silver Buttonwood	CG	8'HT	4' SPR	STD, F, SP	Native	
	IA	9	Ilex x attenuata "East Palatka"	East Palatka Holly	FG	16' HT	8'W	STD, F, SP	Native	4.5" Caliper
	PE	8	Pinus elliott "Densa"	Slash Pine	FG	12'-16' HT		F, SP	Native	2.5" Caliper
	QV	21	Quercus virginiana	Southern Live Oak	FG	16' HT	8'W	F, SP	Native	4.5" Caliper
	RO	16	Roystonea regia	Florida/Cuban Royal Palm	FG	16'CT		F, SP	Native	
	SP	51	Sabal palmetto	Sabal Palm	FG	16'CT		HVY CAL, SP	Native	
	TC	2	Tabebuia caraiba	Yellow Tabebuia	45G	14" HT	7" W	F, SP	Non-native	
	TD	4	Taxodium distichum	Bald Cypress	FG	16' HT	8'W	F, SP	Native	4.5" Caliper
	TG	7	Tibouchina granulosa	Purple Glory Tree	25G	8'HT	3'W	F, SP	Non-native	
	WR	26	Washingtonia robusta	Mexican Fan Palm	FG	16'CT		F, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	450	Chrysobalanus icaco "Red Tip"	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	COD	190	Codiaeum variegatum "Mammey"	Mammey Croton	3G	24" HT	18"W	FTB, SP	Non-native	
	CTB	4	Cordyline terminalis "Black Magic"	Black Magic Ti Plant	7G	4' HT	3'W	F, SP	Non-native	
	CAQ	6	Citrum aquatum "Queen Emma"	"Queen Emma" Citrum	7G	36" HT	36" W	F, SP	Non-native	
	CRI	14	Citrum sp.	Green Citrus	7G	24" HT	24"W	F, SP	Non-native	
	GAG	103	Gaiphimia glauca	Thryallis	3G	24" HT	18"W	F	Non-native	
	HS2	6	Hibiscus rosa-sinensis "Seminola Pink"	Seminola Pink Hibiscus	25G	8' HT	3'W	STD, SP	Non-native	
	JAT	12	Jatropha integerrima	Jatropha	15G	4' HT	3'W	STD, SP	Non-native	
	MFR	18	Myrcianthes fragrans	Simpson's Stopper	7G	4' HT	3'W	FTB, SP	Native	
	MC	11	Myrtus cerifera	Wax Myrtle	7G	36" OA		FTB, SP	Native	
	PLI	42	Plumbago auriculata "Imperial Blue"	Plumbago	3G	24" HT	24"W	F, SP	Non-native	
	ROL	109	Rondeletia leucophylla	Panama Rose "Pink"	3G	24" HT	24"W	FTB, SP	Non-native	
	SAR	266	Scheffera arboricola	Green Schefflera	3G	24" HT	24"W	F	Non-native	
	SRG	17	Serenoa repens "Cinerea"	Silver Saw Palmetto	3G	18" OA		F, SP	Native	
	STU	64	Stachytarpheta jamaicensis	Blue Porterweed	3G	24" HT	18"W	F	Native	
	SN	3	Strelitzia nicolai	Giant Bird of Paradise	7G	36" OA		F, SP	Non-native	
	TRF	50	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	HF	62	Hamelia patens "Citrus"	Dwarf Firebush	3G	30" HT	30" W	FTB	Native	30" o.c.
	PSW	16	Pennisetum setaceum "White"	White Fountain Grass	3G	24" OA		F	Non-native	36" o.c.
	PA	164	Plumbago auriculata "Imperial Blue"	Plumbago	3G	24"HT	24"W	F, SP	Non-native	30" o.c.
	TT	166	Thryallis gleuce	Thryallis	3G	24"HT	18"W	F	Non-native	30" o.c.
	TRD	53	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GIF	629	Ficus microcarpa "Green Island"	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	IGN	2,052	Ilex vomitoria "Schillings Dwarf"	Dwarf Yaupon	1G	12" OA	12"W	Full	Native	12" o.c.
	JUP	346	Juniperus chinensis "Parsonii"	Parsonii Juniper	1G	10" HT	15" SPR	Full	Non-native	24" o.c.

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Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	LA-3
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Lanc	

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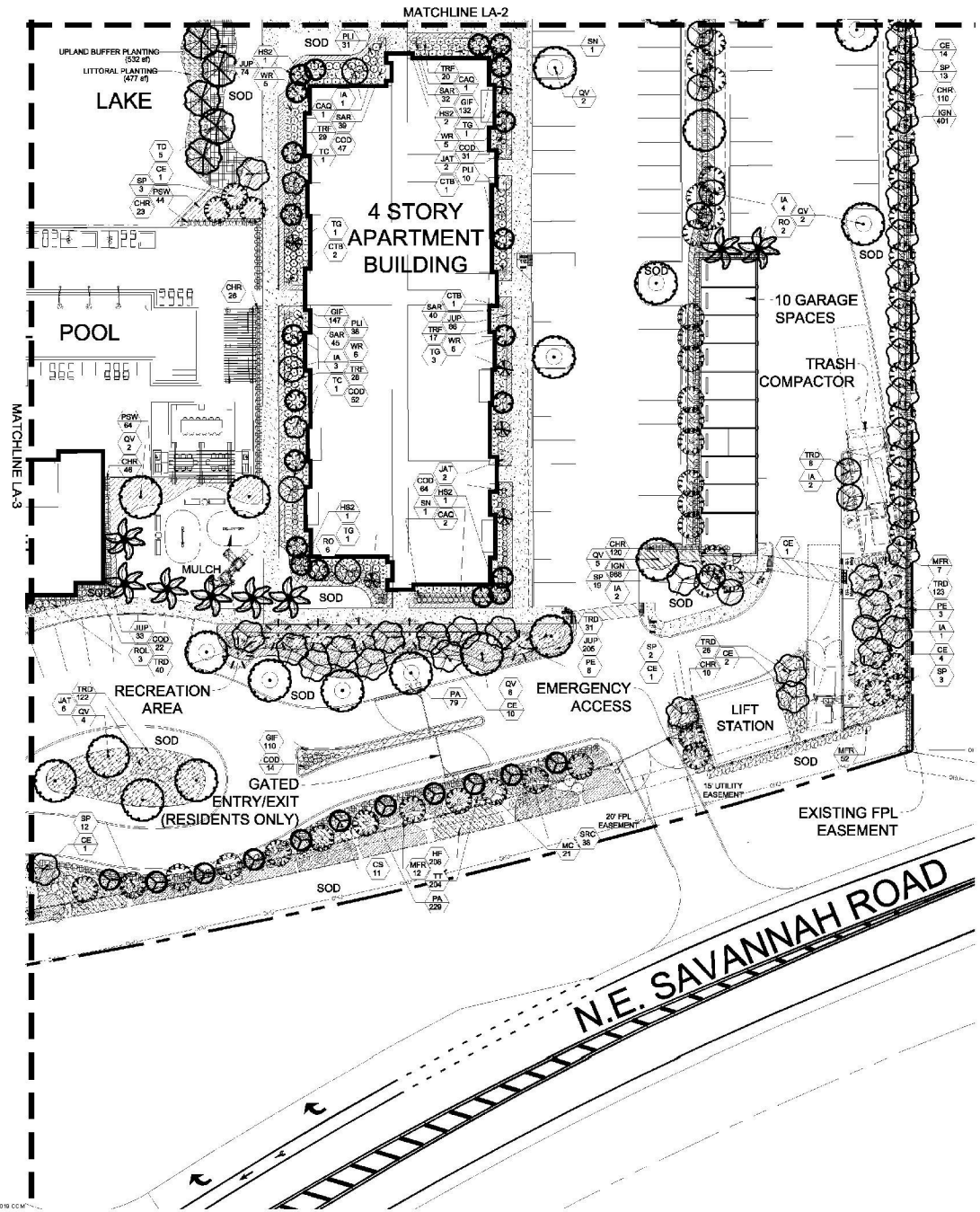

PLANT SCHEDULE LA-4

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	CE	34	Conocarpus erectus	Buttonwood	FG	16' HT	8'W	STD, F, SP	Native	4.5" Caliper
	CS	11	Conocarpus erectus "Sericeus"	Silver Buttonwood	CG	8'HT	4' SPR	STD, F, SP	Native	
	IA	13	Ilex x attenuata "East Palatka"	East Palatka Holly	FG	16' HT	8'W	STD, F, SP	Native	4.5" Caliper
	PE	9	Pinus elliottii "Densa"	Slash Pine	FG	12'-16' HT		F, SP	Native	2.5" Caliper
	QV	19	Quercus virginiana	Southern Live Oak	FG	16' HT	8'W	F, SP	Native	4.5" Caliper
	RO	6	Roystonea regia	Florida/Cuban Royal Palm	FG	18'CT		F, SP	Native	
	SP	52	Sabal palmetto	Sabal Palm	FG	16'CT		HVY CAL, SP	Native	
	TC	2	Tabebuia caraba	Yellow Tabebuia	45G	14' HT	7' W	F, SP	Non-native	
	TD	5	Taxodium distichum	Bald Cypress	FG	16' HT	8'W	F, SP	Native	4.5" Caliper
	TG	6	Tibouchina granulosa	Purple Glory Tree	25G	8'HT	3'W	F, SP	Non-native	
	WR	21	Washingtonia robusta	Mexican Fan Palm	FG	16'CT		F, SP	Non-native	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	CHR	366	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native
	COD	221	Codiaeum variegatum 'Mammey'	Mammey Croton	3G	24" HT	18"W	FTB, SP	Non-native
	CTB	4	Cordyline terminalis 'Black Magic'	Black Magic Ti Plant	7G	4' HT	3'W	F, SP	Non-native
	CAC	4	Crinum augustum "Queen Emma"	"Queen Emma" Crinum	7G	36" HT	36" W	F, SP	Non-native
	HS2	5	Hibiscus rose-sinensis 'Seminole Pink'	Seminole Pink Hibiscus	25G	8'HT	5'W	STD, SP	Non-native
	JAT	10	Jatropha integerrima	Jatropha	15G	4' HT	3'W	STD, SP	Non-native
	MFR	71	Myrcianthes fragrans	Simpson's Stopper	7G	4' HT	3'W	FTB, SP	Native
	MC	10	Myrtus communis	Wax Myrtle	7G	36" OA		FTB, SP	Native
	PLI	78	Plumbago auriculata "Imperial Blue"	Plumbago	3G	24" HT	24"W	F, SP	Non-native
	ROL	3	Rondeletia leucophylla	Panama Rose "Pink"	3G	24" HT	24"W	FTB, SP	Non-native
	SAR	158	Schefflera arboricola	Green Schefflera	3G	24" HT	20"W	F	Non-native
	SRC	21	Serenoa repens "Cinerea"	Silver Saw Palmetto	3G	18" OA		F, SP	Native
	SN	2	Strelitzia nicolai	Giant bird of Paradise	7G	36" OA		F, SP	Non-native
	TRF	94	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	HF	148	Hamelia patens 'Callaa'	Dwarf Firebush	3G	30" HT	30" W	FTB	Native	30" o.c.
	PBW	108	Pennisetum setaceum "White"	White Fountain Grass	3G	24" OA		F	Non-native	36" o.c.
	PA	234	Plumbago auriculata "Imperial Blue"	Plumbago	3G	24"HT	24"W	F, SP	Non-native	30" o.c.
	TT	138	Thryallis gliauca	Thryallis	3G	24"HT	18"W	F	Non-native	30" o.c.
	TRD	350	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GIF	389	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	IGN	1,140	Ilex vomitoria 'Stokes Dwarf'	Dwarf Yaupon	1G	12" OA	12"W	Full	Native	12" o.c.
	JUP	383	Juniperus chinensis 'Parsonii'	Parsoni Juniper	1G	10" HT	18" SPR	Full	Non-native	24" o.c.

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Savannah Place Apartments

City of Stuart, Martin County, Florida

Landscape Plan

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06.12.18	D.C.	First Submittal
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NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	LA-4
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Land	

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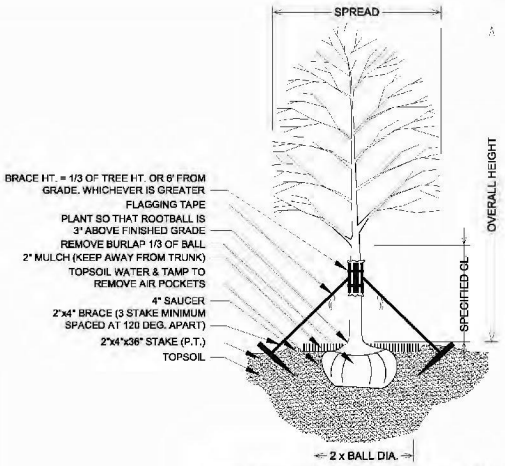

TREE PLANTING & STAKING

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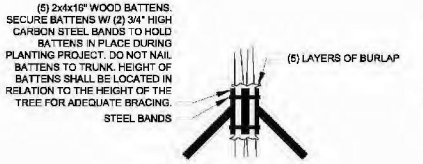

BRACING DETAIL

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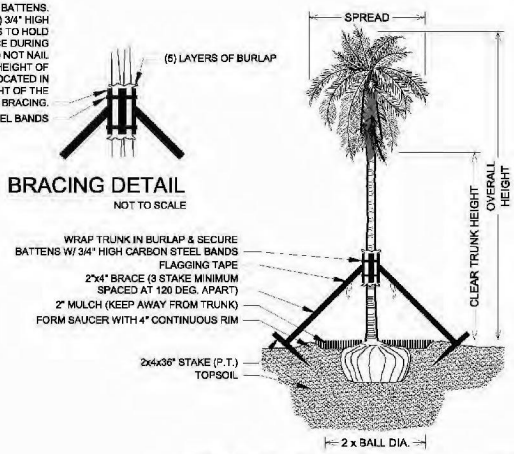

PALM PLANTING - ANGLE STAKE

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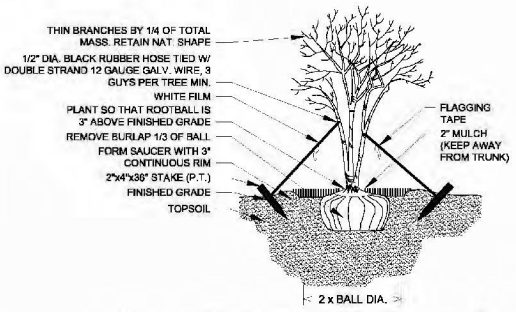

MULTI-TRUNK PLANTING & GUYING

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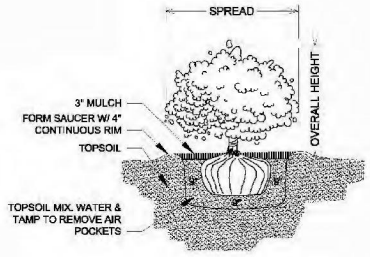

SHRUB PLANTING

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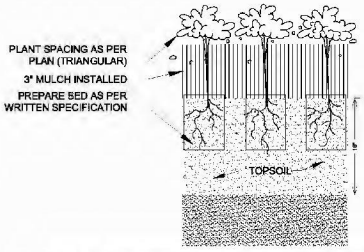

GROUNDCOVER PLANTING DETAIL

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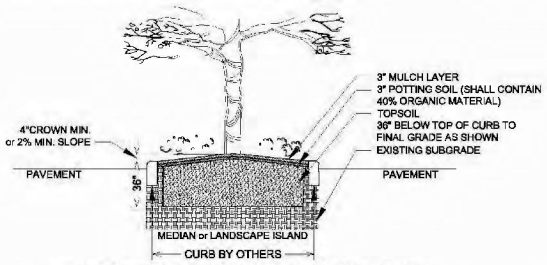
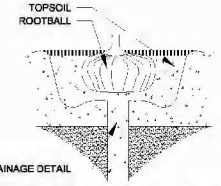


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOILS IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 6.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

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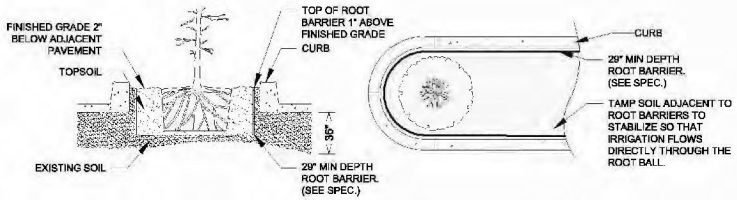
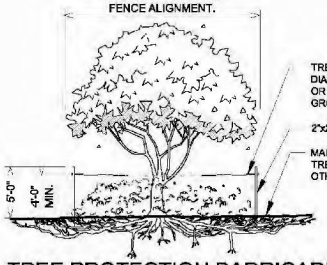


SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT AND OR CURB.
2- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

CROWN DRIP LINE OR OTHER LIMIT OF TREE PROTECTION AREA. SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

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City of Stuart, Martin County, Florida

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SCALE: 1" = n.t.s.

0' 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	LA-5
Project Number	17-1120	
Municipal Number	—	
Computer File	17-1120 Bakar Road Kennedy Homes - Lands	

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture. Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MARTERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings. Including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepencies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); in addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic-chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tube, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plants natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, silcks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 600 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

06132019 CC M

lucido & associates
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Key / Location:

N.T.S.

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Savannah Place Apartments

City of Stuart, Martin County, Florida

Specifications

Date	By	Description
06.12.18	D.C.	First Submittal
01.31.19	D.C.	LPA Set

SCALE: 1" = n.t.s.

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	LA-6
Project Number	17-1120	
Municipal Number	—	
Computer File	17-1120 Baker Road Kennedy Homes - Lands	

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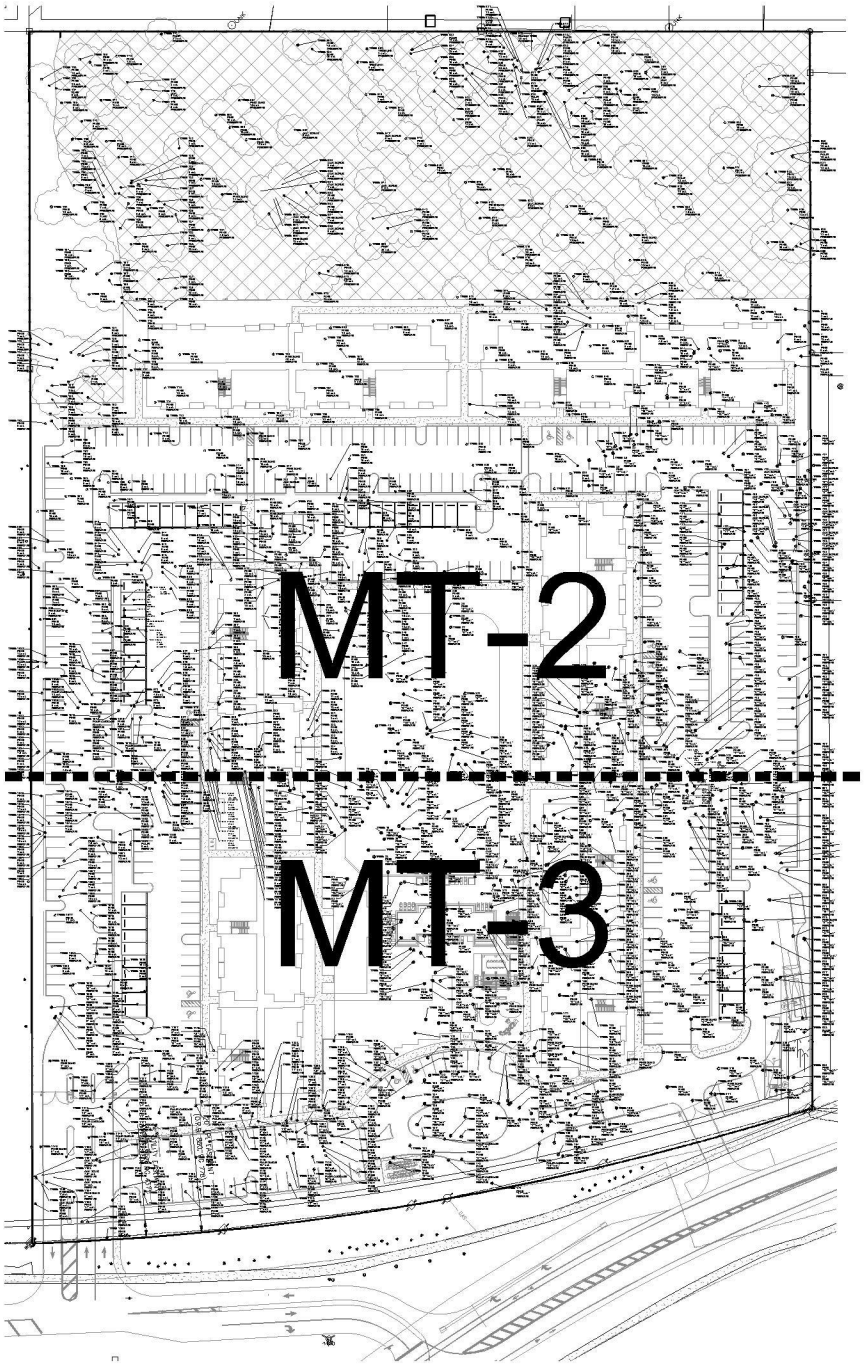

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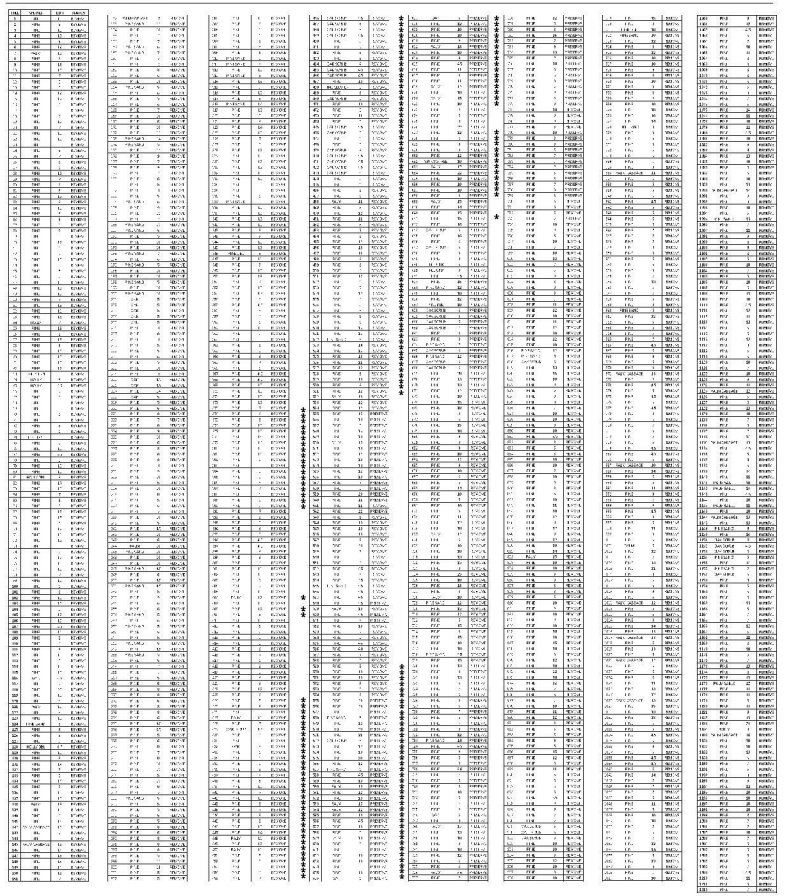
EXISTING TREE SCHEDULE



Trees not requiring mitigation per City of Stuart Code (chapter 8: Specimen Tree).

✱ Denotes Trees within Preserve Area.

TREE MITIGATION SCHEDULE --- SAVANNAH PLACE

1. SLASH PINES	QUANTITY	INCHES
Trees Removed	906	4,107
Mitigation Required (x1.5"):		6,161
Mitigation Provided		
Sabal Palms (1:1), Avg Clear Trunk 18' (1)	231	2,772
Washingtonia Palms (1:1), Avg Clear Trunk 13' (1)	114	1,368
Royal Palms (1:1), Avg Clear Trunk 18' (1)	35	420
* Extra Credit for Height of Palms (4' Height=4" per Palm)	380	1,520
Slash Pine (2.5")	33	83
PINE MITIGATION PROVIDED		6,163

2. HARDWOODS	QUANTITY	INCHES
Trees Removed	115	493.7
Mitigation Required (x2.5"):		1234.25
Mitigation Provided		
Live Oak Trees (4.5")	82	369
Bald Cypress Trees (4.5")	20	90
East Palatka Holly Trees (4.5")	42	189
Green Buttonwood Trees (4.5")	131	589.5
HARDWOOD MITIGATION PROVIDED		1237.5

* NOTE: Per Code Sec. 5.05.02: For every one foot of clear truck of Palm Tree exceeding minimum Palm Tree size per section 6.04.02.A.2 of the landscape code, credit will be given for one inch of replacement.

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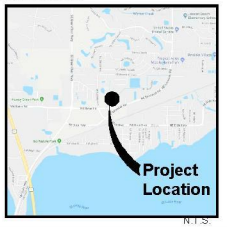
Key / Location:



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Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Tree Mitigation Plan

Date	By	Description
06.12.18	D.C.	First Submittal
05.02.19	D.C.	City Commision 2nd Reading

NORTH

SCALE 1" = 50'

0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	D.C.
Manager	D.F.
Project Number	17-1120
Municipal Number	---
Computer File	Unsaved Drawing1.dwg

Sheet **MT-1**

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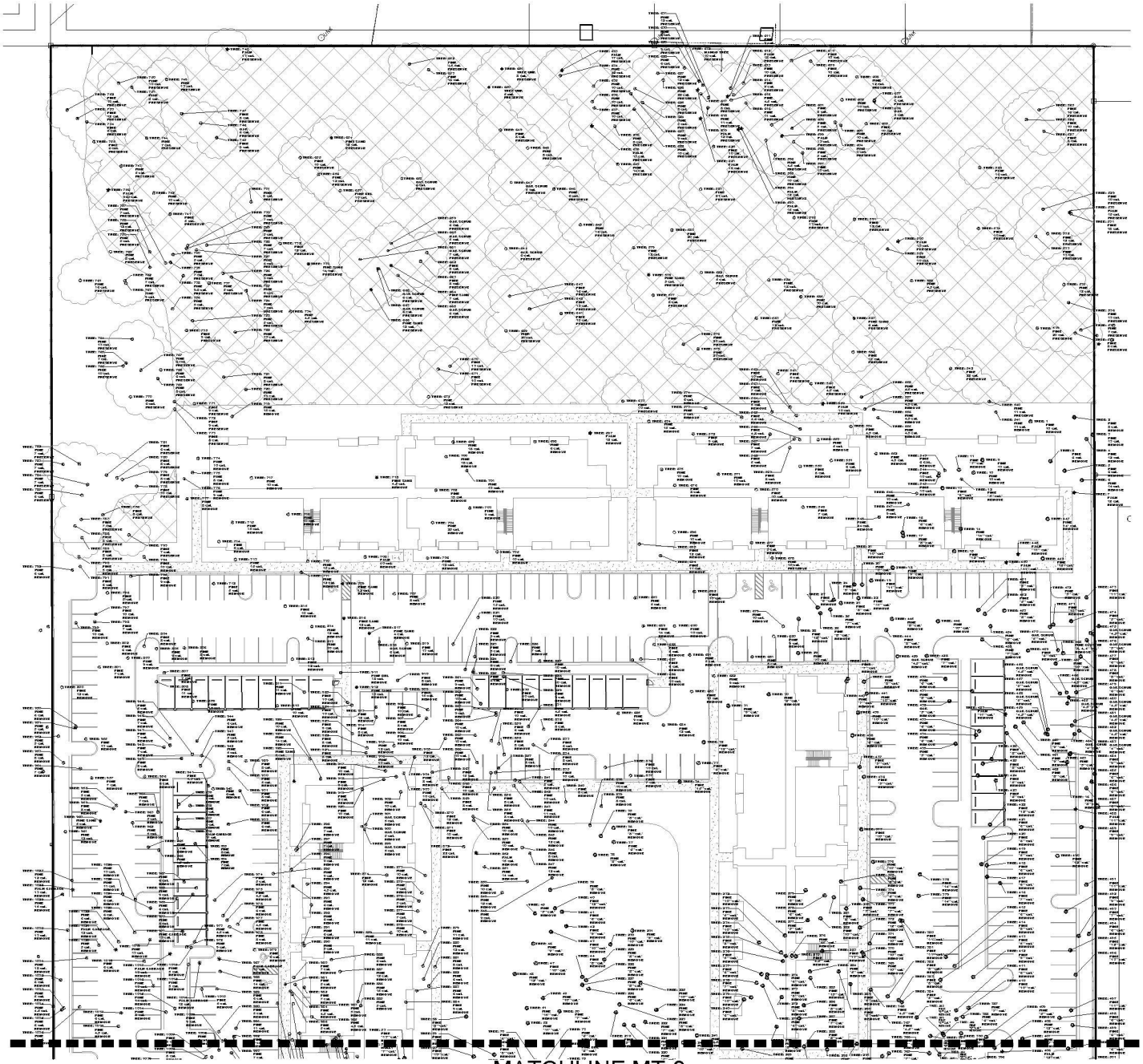

MATCHLINE MT-3

05132019.CCM

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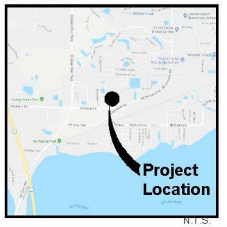
Key / Location:



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Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Tree Mitigation Plan

Date	By	Description
06.12.18	D.C.	First Submittal
05.02.19	D.C.	City Commission 2nd Reading

NORTH

SCALE 1" = 30'

0 15' 30' 60'

REG. # 1018
Thomas P. Lucido

Designer	D.C.
Manager	D.F.
Project Number	17-112.0
Municipal Number	---
Computer File	Unsaved Drawing1.dwg

Sheet **MT-2**

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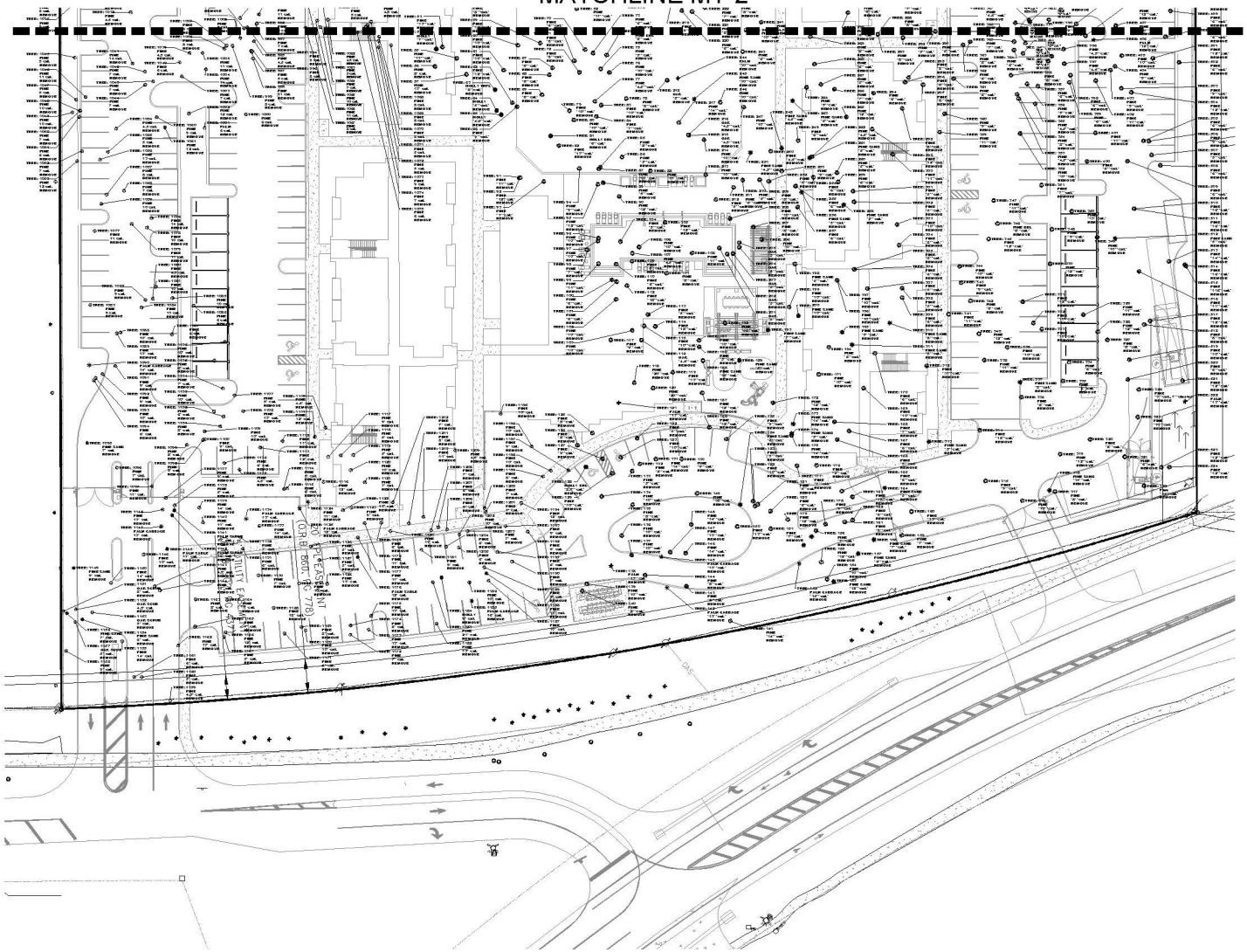

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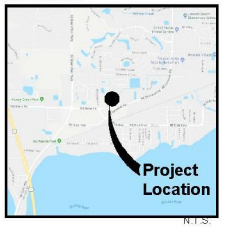
Key / Location:



N.T.S.

Project Team:

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Architecture / Planning
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561.750.4111

Savannah Place at Baker Road

City of Stuart, Martin County, Florida

Tree Mitigation Plan

Date	By	Description
06.12.18	D.C.	First Submittal
05.02.19	D.C.	City Commission 2nd Reading

NORTH

SCALE: 1" = 30'

0 15' 30' 60'

REG. #1018
Thomas P. Lucido

Designer	D.C.
Manager	D.F.
Project Number	17-1120
Municipal Number	---
Computer File	Unsaved Drawing1.dwg

Sheet
MT-3

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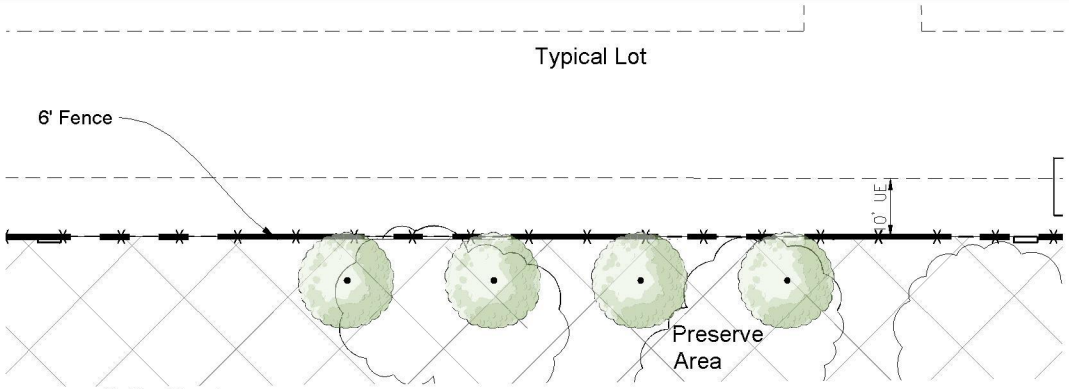
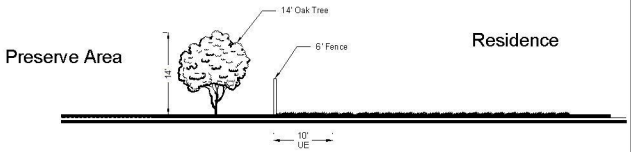
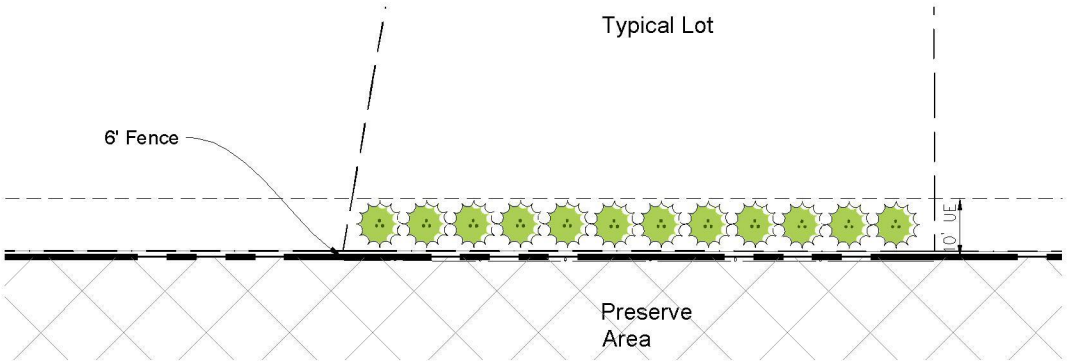


Buffer Plan I
1" = 10'

PLANT SCHEDULE BUFFER 1

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
QV	4	Quercus virginiana	Southern Live Oak	FG	14' HT	7' W	F, SP	Native	4.5" Caliper

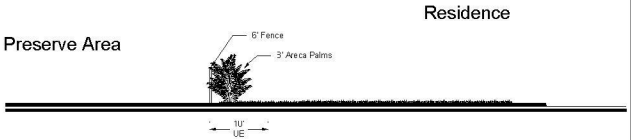


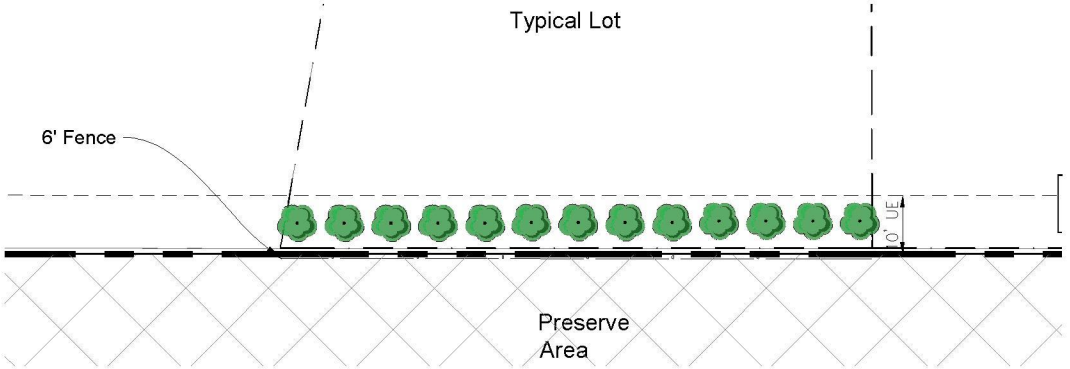


Buffer Plan II
1" = 10'

PLANT SCHEDULE BUFFER 2

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH
DL	12	Dypsis lutescens	Areca Palm	25G	8'HT	3' W

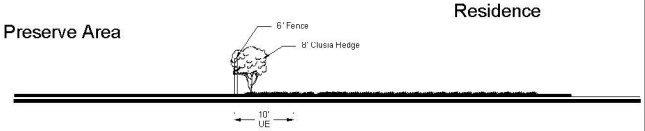




Buffer Plan III
1" = 10'

PLANT SCHEDULE BUFFER 3

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
CLU	13	Clusia guttifera	Small-Leaf Clusia	30G	8'HT	4'W	Standard



05132019.CCM

lucido & associates

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Architecture / Planning
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Boca Raton, Florida 33432
561.750.4111

Savannah Place Apartments

City of Stuart, Martin County, Florida

Offsite
Landscape Buffer
Plans

Date	By	Description
03.01.19	D.C.	Review
05.02.19	D.C.	City Commission 2nd Reading

NORTH

SCALE 1" =

0

REG. # 1016
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.P.	1 of 2
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Offsi	

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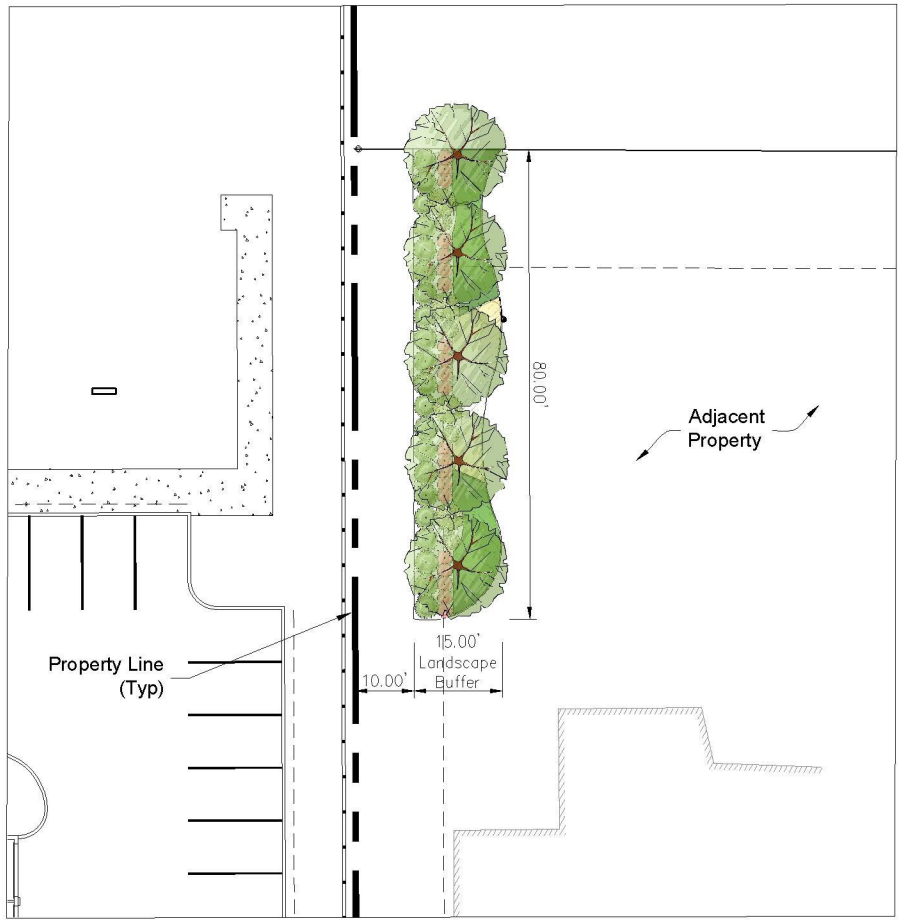

Offsite Buffer Plan - Northeast Boundary
1" = 10'

PLANT SCHEDULE NORTHEAST BUFFER

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	5	Quercus virginiana	Southern Live Oak	FG	20' HT	10' SPR	SP	Native	5" Caliper
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	21	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native	
	21	Conocarpus erectus	Buttonwood	7G	4' HT	3'W	FTB, SP	Native	
	4	Myrcianthes fragrans	Simpson's Stopper	7G	4' HT	3'W	FTB, SP	Native	
	4	Myrica cerifera	Wax Myrtle	7G	36" OA		FTB, SP	Native	
SHRUB AREAS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	**SPACING**
	29	Spartina bakeri	Sand Cordgrass	3G	18" OA		F	Native	30" o.c.
	36	Tripsacum floridana	Florida Gamma Grass	3G	24" OA	18"W	F	Native	36" o.c.

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Boca Raton, Florida 33432
561.750.4111

Savannah Place Apartments

City of Stuart, Martin County, Florida

Offsite Landscape Buffer Plans

Date	By	Description
03.01.19	D.C.	Review
05.02.19	D.C.	City Commission 2nd Reading

NORTH

SCALE 1" = 10'

0 5' 10' 20'

REG. # 1016
Thomas P. Lucido

Designer	D.C.	Sheet
Manager	D.F.	**2 of 2**
Project Number	17-1120	
Municipal Number	---	
Computer File	17-1120 Baker Road Kennedy Homes - Offsi	

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Page 2 of 2

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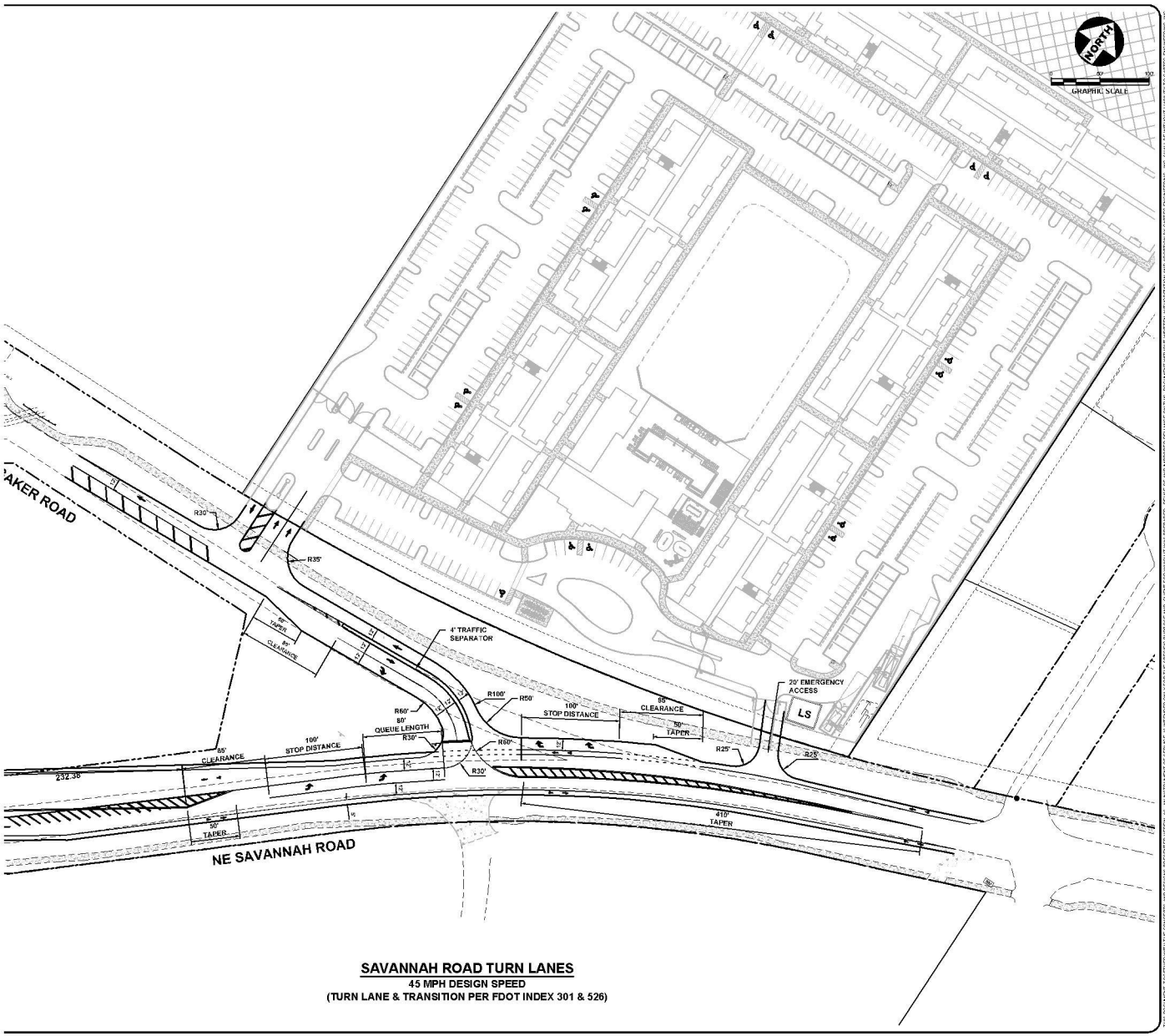

SAVANNAH ROAD TURN LANES
45 MPH DESIGN SPEED
(TURN LANE & TRANSITION PER FDOT INDEX 301 & 526)

CAPTEC Engineering, Inc.
Civil Engineering Professionals
301 NW Flagler Ave, Ste. 201
Stuart, Florida 34994
Phone: (772) 692-1344
Fax: (772) 692-1441
Engineering Business No. 0 0000000

DATE: 4/30/19
DRAWN BY: MES
DESIGNED BY: SPM
CHECKED BY: JWC
PROJECT No.: 1798
HORZ. SCALE: 1"=50'
VERT. SCALE: N/A
CADD FILE: SITE-PLAN.DWG

NO	DATE	BY	REVISIONS

SCALE VERIFICATION
0 1"
SOLID MEANS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

SAVANNAH PLACE APARTMENTS
MARTIN COUNTY, FLORIDA

SANVANNAH ROAD TURN LANES

Joseph W. Capra
301 N.W. Flagler Ave., Ste. 201
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1798
SHEET 1 OF 1

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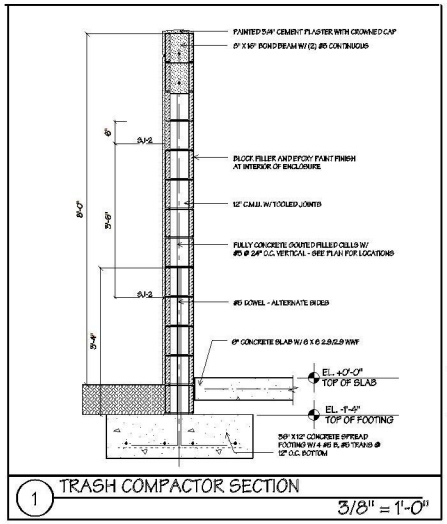
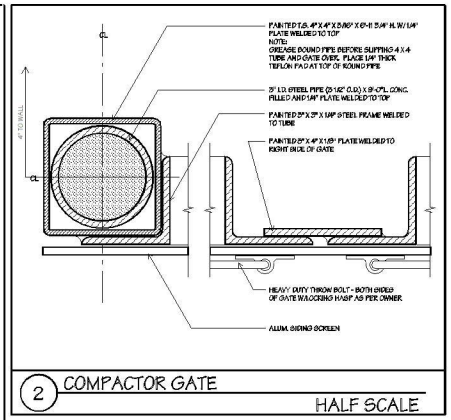


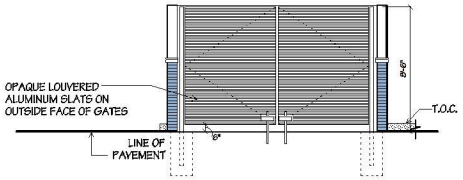
1 TRASH COMPACTOR SECTION

3/8" = 1'-0"



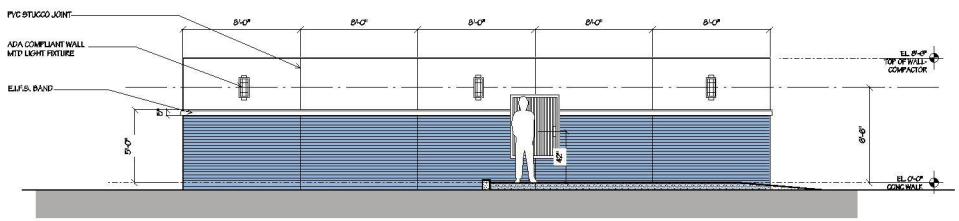
2 COMPACTOR GATE

HALF SCALE



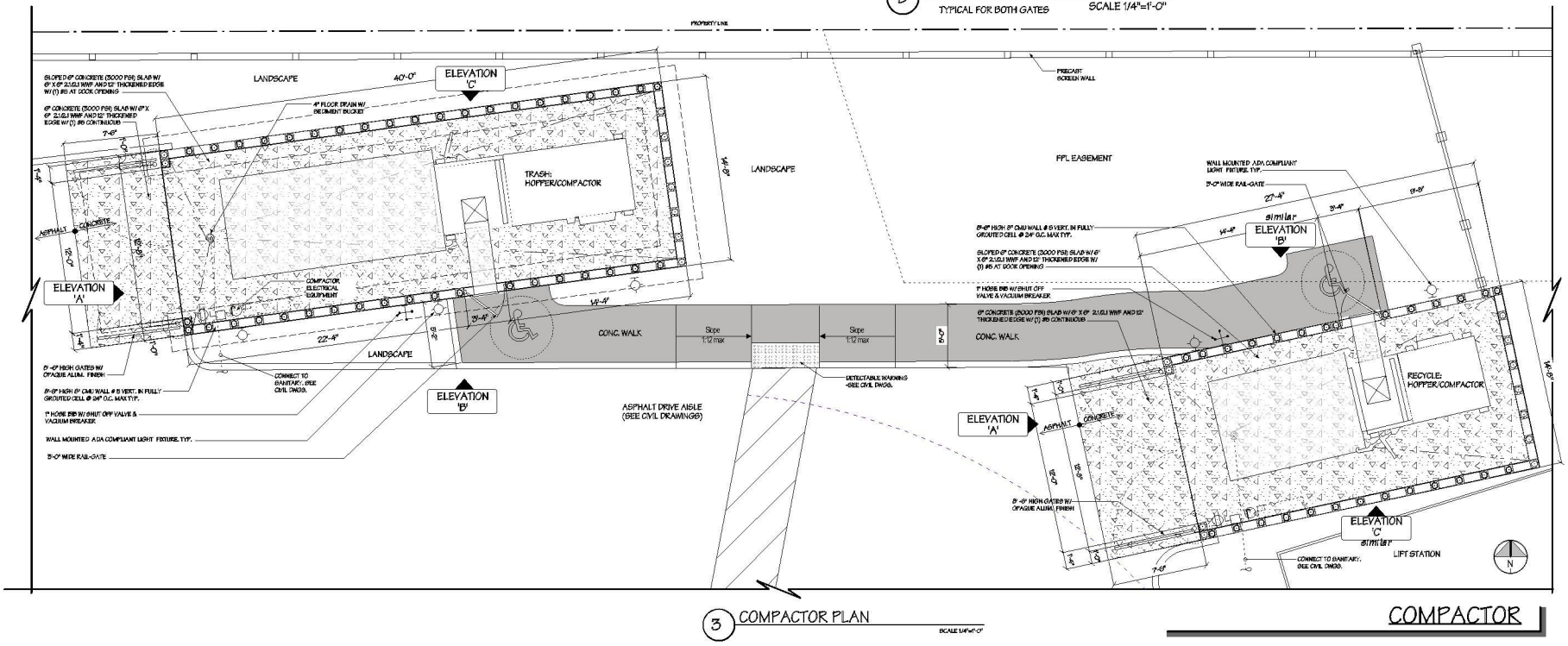
A ELEVATION 'A'

TYPICAL FOR BOTH GATES SCALE 1/4"=1'-0"



B ELEVATION 'B'

TYPICAL FOR BOTH GATES SCALE 1/4"=1'-0"



3 COMPACTOR PLAN

SCALE 1/4"=1'-0"

COMPACTOR

17105-A1.04 - 19.02.13 PLOT DATE: 19.02.13

05132019 CCM

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F: 561-790-5298

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KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK

ARCHITECT

CONSULTANT

KENNEDY HOMES LLC
6400 Congress Ave. #2175
Boca Raton, Florida 33487

OWNER IDENTIFICATION

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.13.19
PERMIT DATE	
END DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	
SHEET NUMBER	A1.04

SHEET

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N

BUILDING 'I' : TYPICAL FLOOR PLAN

FIN. FLOOR ELEV = 00.00' NGVD

SCALE 1/8"=1'-0"

17105- A2.011 02 - 19.02.13 PLOT: 19.02.15

05132019 CC M

KEY PLAN

MARK	DESCRIPTION	DATE

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Robert Wiener
REGISTERED ARCHITECT
STATE OF FLORIDA

ARCHITECT

CONSULTANT

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Boca Raton, Florida 33487

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SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER:	17105
SCALE:	AS NOTED
ISSUE DATE:	02.15.19
PERMIT DATE:	
BID DATE:	

PROJECT

DRAWN BY:	
CHECKED BY:	MW
DISCIPLINE:	ARCHITECTURE
PLAN TYPE:	BUILDING PLAN
SHEET NUMBER:	A2.011

SHEET

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N

BUILDING 'I1' : TYPICAL FLOOR PLAN

FIN. FLOOR ELEV = 00.00' NGVD

SCALE 1/8"=1'-0"

KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK

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SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.15.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	BUILDING PLAN
SHEET NUMBER	A2.01 I1

SHEET

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17105- A2.01 I1 01 - 19.02.15 PLOT: 19.02.15

05132019 CCM

BUILDING 'III' : TYPICAL FLOOR PLAN

FIN. FLOOR ELEV = 00.00' NGVD

SCALE 1/8"=1'-0"

KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK

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SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.15.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	BUILDING PLAN
SHEET NUMBER	A2.01 III

SHEET

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17105- A2.01 III 01 - 19.02.13 PLOT: 19.02.13

05132019 CCM

SIDE ELEVATION

SCALE 1/8"=1'-0"

FRONT / REAR ELEVATION

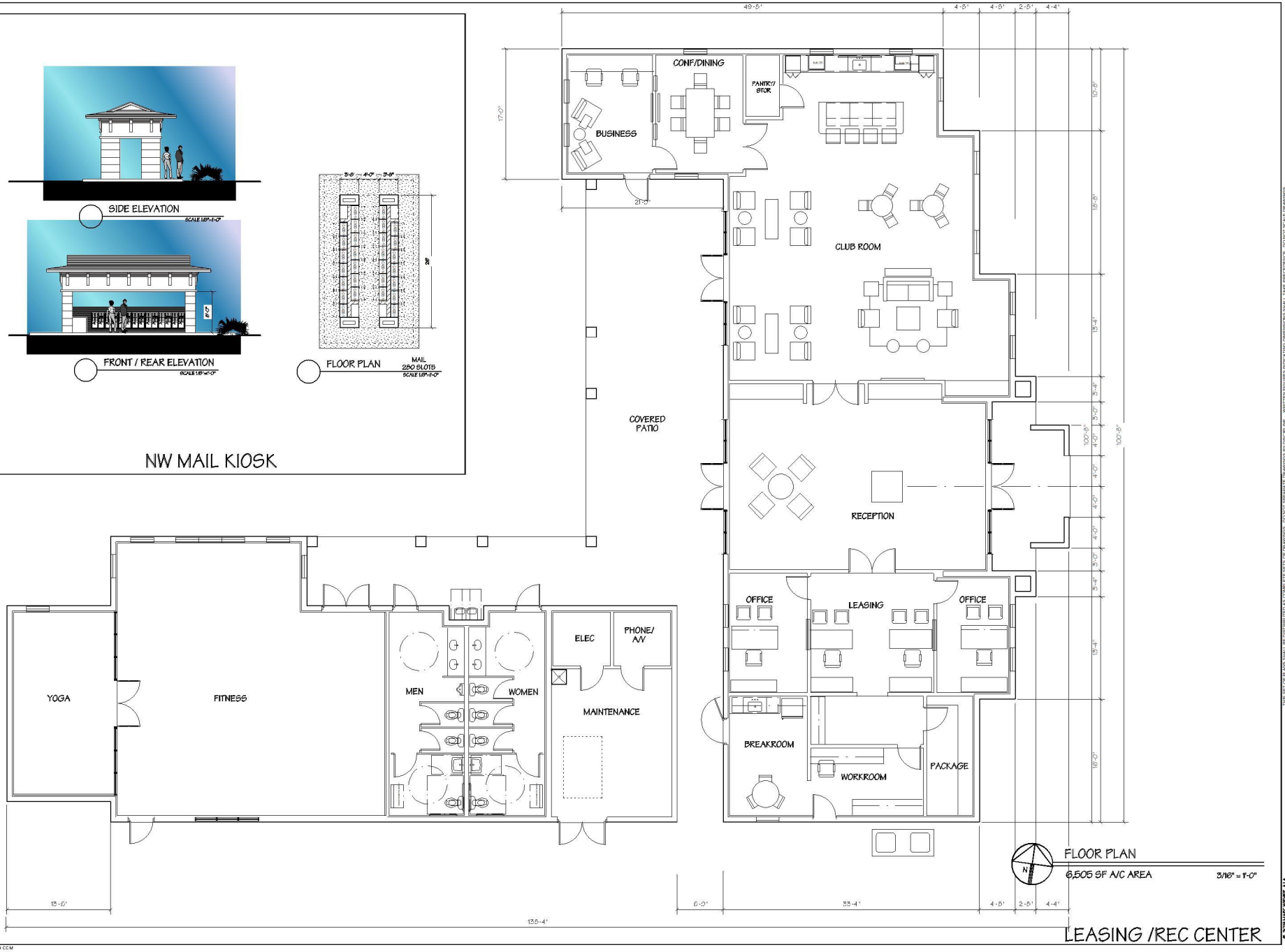
SCALE 1/8"=1'-0"

FLOOR PLAN

MAIL
280 SLOTS

SCALE 1/8"=1'-0"

NW MAIL KIOSK



FLOOR PLAN

6,505 SF A/C AREA

3/16" = 1'-0"

LEASING /REC CENTER

17105 - REC FLPL 02-19.02.15
PLOT : 19.02.15

06132019 CCM

KEY PLAN

MARK	DESCRIPTION	DATE

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SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER:	17105
SCALE	AS NOTED
ISSUE DATE	02.15.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	
SHEET NUMBER	A2.01 R

SHEET

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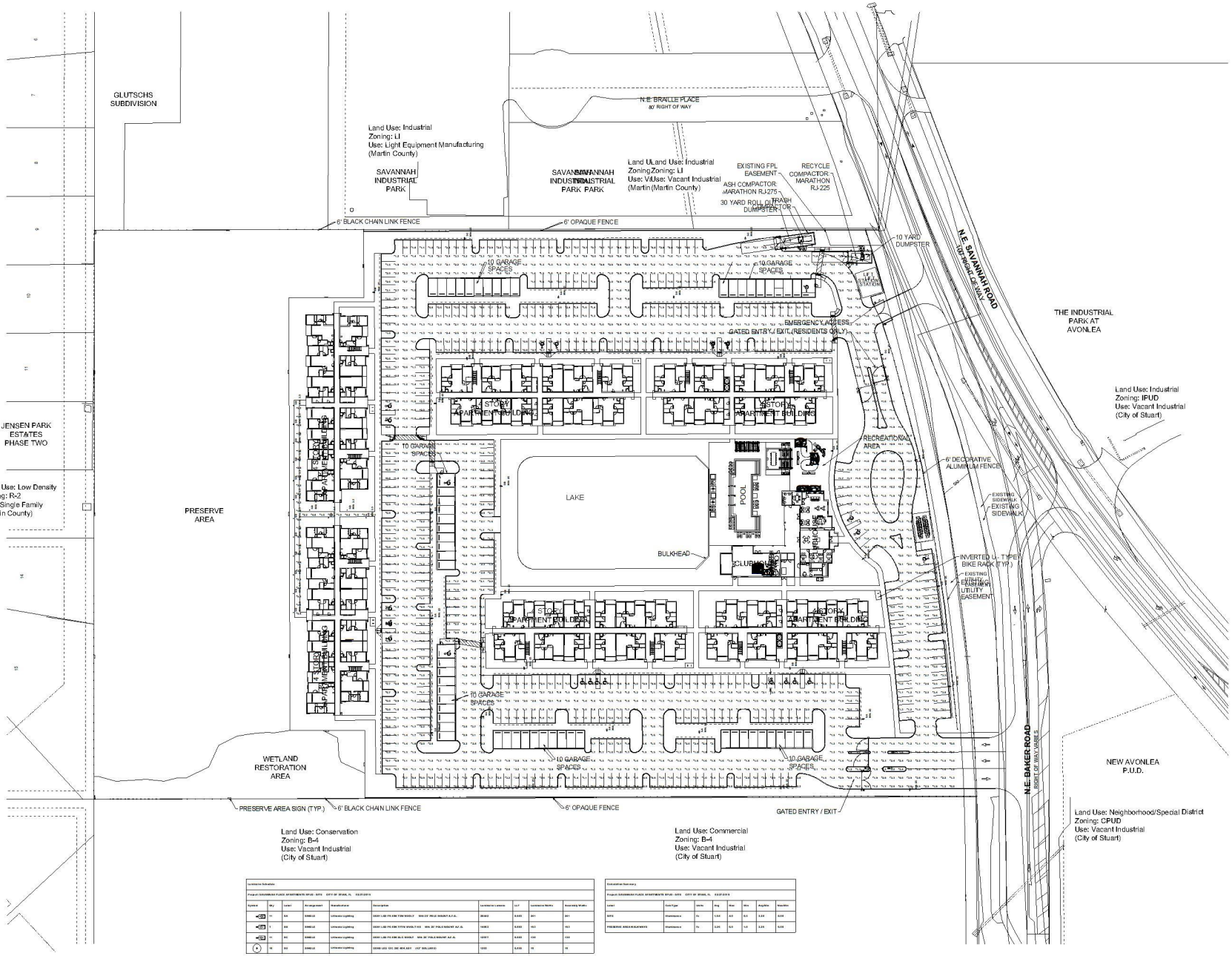
GLUTSCHS SUBDIVISION
Land Use: Industrial
Zoning: LI
Use: Light Equipment Manufacturing
(Martin County)
SAVANNAH INDUSTRIAL PARK
N.E. BRAILLE PLACE
80' RIGHT OF WAY
Land Use: Industrial
Zoning: LI
Use: Vacant Industrial
(Martin County)
EXISTING FPL EASEMENT
RECYCLE COMPACTOR MARATHON RJ-225
ASH COMPACTOR MARATHON RJ275
30 YARD ROLL OFF TRASH DUMPSTER
6' BLACK CHAIN LINK FENCE
6' OPAQUE FENCE
10 YARD DUMPSTER
10 GARAGE SPACES
LIFT STATION
N.E. SAVANNAH ROAD
(US-1) RIGHT OF WAY
EMERGENCY ACCESS GATED ENTRY / EXIT (RESIDENTS ONLY)
THE INDUSTRIAL PARK AT AVONLEA
Land Use: Industrial
Zoning: IPUD
Use: Vacant Industrial
(City of Stuart)
JENSEN PARK ESTATES PHASE TWO
Land Use: Low Density
Zoning: R-2
Use: Single Family
(Martin County)
PRESERVE AREA
3 STORY APARTMENT BUILDING
RECREATIONAL AREA
6' DECORATIVE ALUMINUM FENCE
LAKE
POOL
EXISTING SIDEWALK
BULKHEAD
CLUBHOUSE
INVERTED U - TYPE BIKE RACK (TYP.)
EXISTING FPL EASEMENT
EXISTING UTILITY EASEMENT
WETLAND RESTORATION AREA
N.E. BAKER ROAD
RIGHT OF WAY VARIES
NEW AVONLEA P.U.D.
PRESERVE AREA SIGN (TYP.)
GATED ENTRY / EXIT
Land Use: Conservation
Zoning: B-4
Use: Vacant Industrial
(City of Stuart)
Land Use: Commercial
Zoning: B-4
Use: Vacant Industrial
(City of Stuart)
Land Use: Neighborhood/Special District
Zoning: CPUD
Use: Vacant Industrial
(City of Stuart)

FRONT ELEVATION

SCALE 3/32"=1'-0"

REAR ELEVATION

SCALE 3/32"=1'-0"

LEFT SIDE ELEVATION

SCALE 3/32"=1'-0"

RIGHT SIDE ELEVATION

SCALE 3/32"=1'-0"

TYPICAL BUILDING TYPE I

KEY PLAN

MARK	DESCRIPTION	DATE
1	DRC REVIEW COMMENTS	12.13.2017

REVISION BLOCK

MARC WIENER, A.I.A.
ARCHITECTURE / PLANNING
AR # 0011313
851 S Federal Highway, Suite 203
Boca Raton, Florida 33432
O: 561.750.4111
F: 561.750.5298

STATE OF FLORIDA
ROBERT WEBER
AR0011313
REGISTERED ARCHITECT

ARCHITECT

CONSULTANT

KENNEDY HOMES LLC
6400 Congress Ave. #2175
Boca Raton, Florida 33487

OWNER IDENTIFICATION

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.13.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.01 I

SHEET

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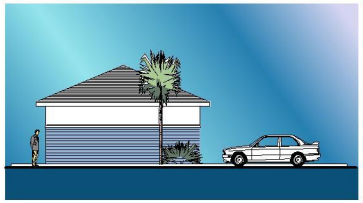
17105 - AC3.01 I 02 - 19.02.13
PLOT : 19.02.13

05132019 CCM

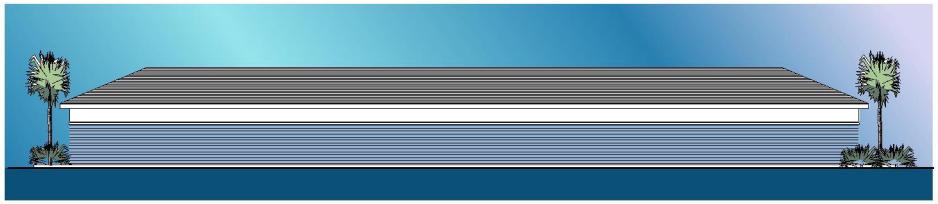


TYPICAL END ELEVATION

SCALE 1/8"=1'-0"

FRONT ELEVATION

SCALE 1/8"=1'-0"



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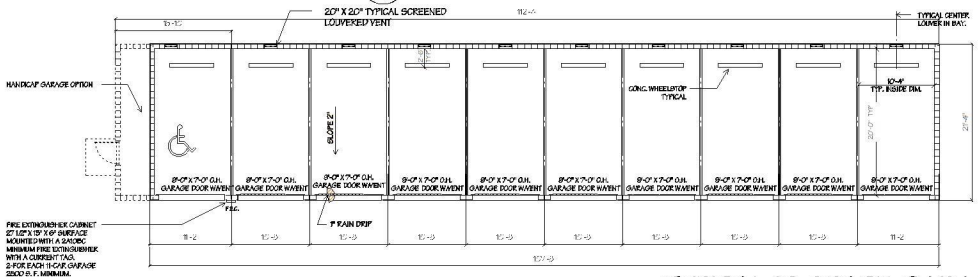


TYPICAL 10 SPACE GARAGE BUILDING

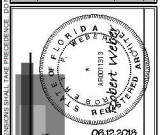
17105 - AC3.02-R 03 - 19.02.13
PLOT : 19.02.13

05132019 CCM

KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK



06.12.2018

ARCHITECT

MARC WIENER A.I.A.
ARCHITECTURE / PLANNING

AR # 0011313

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CONSULTANT

KENNEDY HOMES LLC

6400 Congress Ave. #2175
Boca Raton, Florida 33487

OWNER IDENTIFICATION

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.13.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.02 R

SHEET

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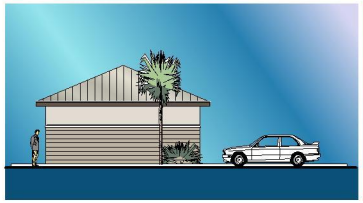

TYPICAL END ELEVATION

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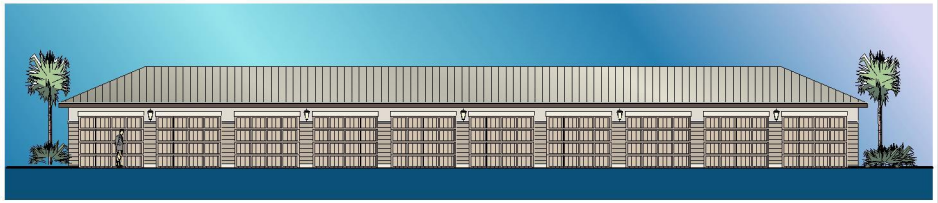

FRONT ELEVATION

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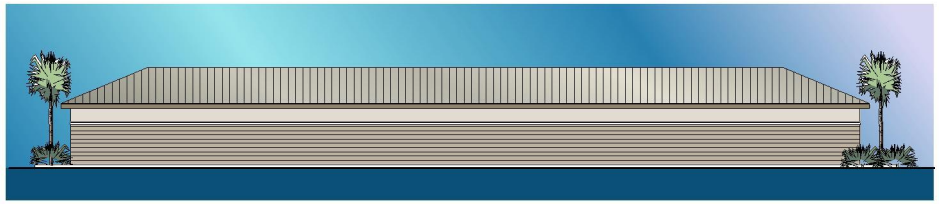
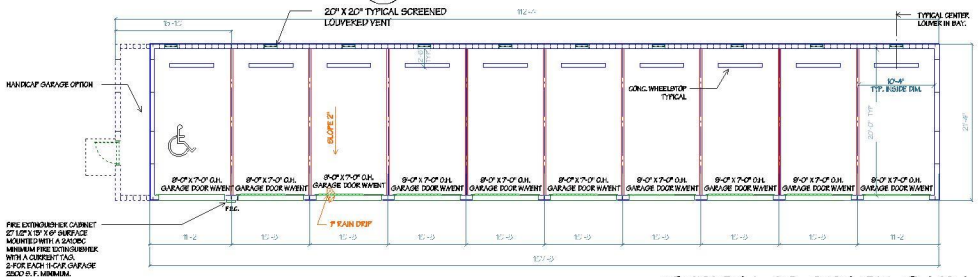
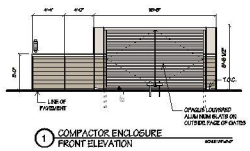


REAR ELEVATION

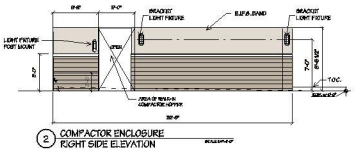
SCALE 1/8"=1'-0"



TYPICAL 10 SPACE GARAGE BUILDING



1 COMPACTOR ENCLOSURE FRONT ELEVATION



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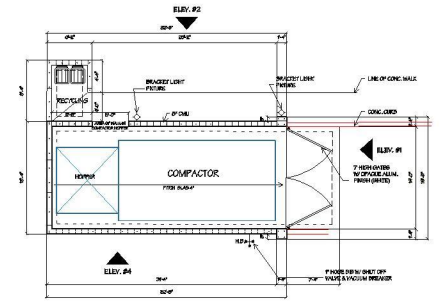
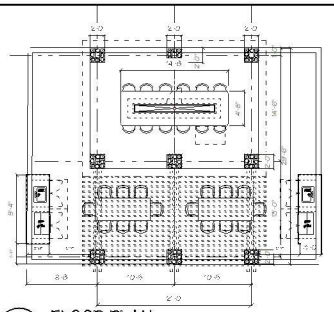


PLAN

SCALE 1/8"=1'-0"

COMPACTOR



FLOOR PLAN

SCALE 1/8"=1'-0"

SOUTH ELEVATION

SCALE 1/8"=1'-0"

NORTH ELEVATION

SCALE 1/8"=1'-0"

EAST / WEST ELEVATION

SCALE 1/8"=1'-0"

POOL PAVILION

KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK

MARC WIENER, AIA
ARCHITECTURE / PLANNING
AR # 0010416
STATE OF FLORIDA REGISTERED ARCHITECT MARC WIENER 10416
815 S Federal Highway, Suite 203
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ARCHITECT

CONSULTANT

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8400 Congress Ave. #2175
Boca Raton, Florida 33487

OWNER IDENTIFICATION

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	18.05.29
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY:	
CHECKED BY:	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.02 R

SHEET

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17105 - AC3.02-R 01 - 18.05.21
PLOT : 18.05.21

05132018 CCM

FRONT ELEVATION

SCALE 3/32"=1'-0"

LEASING /REC CENTER

KEY PLAN

MARK	DESCRIPTION	DATE

REVISION BLOCK

ARCHITECT

ARCHITECTURE / PLANNING
AR # 0011313
851 S Federal Highway, Suite 203
Boca Raton, Florida 33432
O: 561.750.4111
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CONSULTANT

KENNEDY HOMES LLC
6400 Congress Ave. #2175
Boca Raton, Florida 33487

OWNER IDENTIFICATION

SAVANNAH PLACE APARTMENTS

SAVANNAH ROAD
STUART, FLORIDA

BUILDING

JOB NUMBER	17105
SCALE	AS NOTED
ISSUE DATE	02.13.19
PERMIT DATE	
BID DATE	

PROJECT

DRAWN BY	
CHECKED BY	MW
DISCIPLINE	ARCHITECTURE
PLAN TYPE	ELEVATIONS
SHEET NUMBER	AC3.01 R

SHEET

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17105 - AC3.01-R 02 - 19.02.13
PLOT : 19.02.13

05132019 CCM

KENNEDY HOMES-SAVANNAH PLACE APARTMENTS NATURAL SYSTEM RESTORATION AND ENHANCEMENT:

The proposed natural system mitigation for the Savannah Place Apartments project will be a multi-component restoration and enhancement project that will include onsite wetland and upland preservation and enhancement, offsite upland and wetland enhancement and payment into a wetland mitigation bank with a service area that includes this area of Martin County.

ONSITE ENHANCEMENT AND RESTORATION:

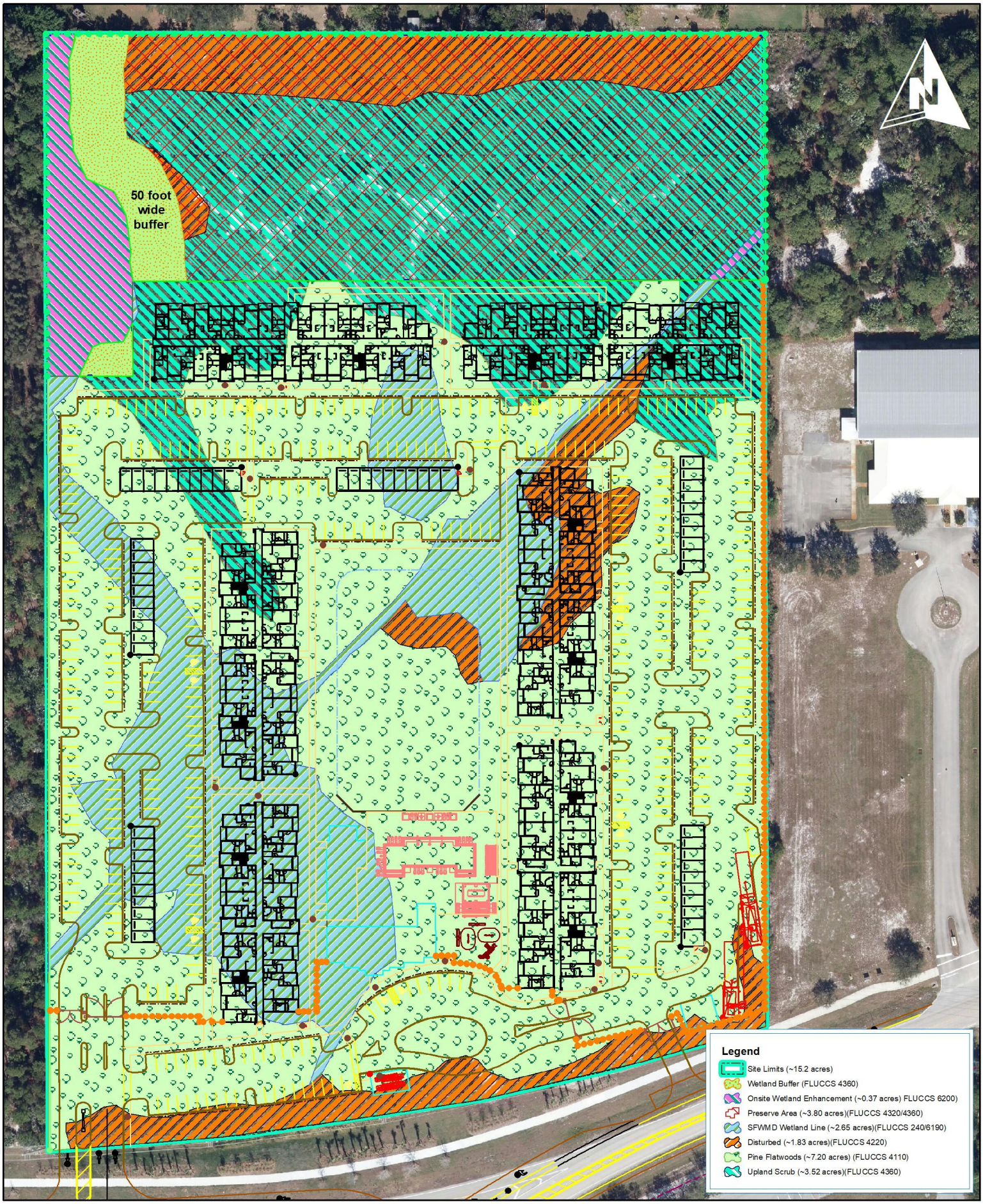
The onsite mitigation plan includes the protection of the existing natural flow of water through the project site and the preservation and enhancement of a forested wetland area in the northwest corner of the site. This wetland area is located within the upland scrub habitat preservation area so that the natural synergism between the two communities will be maintained. The overall improvement plan for the natural system includes the removal of exotic vegetation and otherwise undesirable plants along with replanting with a diverse association of native and desirable plants. To ensure the long term efficacy of the remaining natural system, vegetative maintenance will be conducted as well as maintenance of the natural hydrologic regime. An overlay drawing of the onsite natural system restoration and enhancement plan is attached to this discussion.

OFFSITE ENHANCEMENT AND RESTORATION (HEART OF HANEY CREEK):

The offsite mitigation plan has been developed and coordinated with the City of Stuart and more specifically, the "Heart of Haney Creek Management Plan". The final plan will continue to be developed along with review and input from the City of Stuart so that the natural system enhancement and restoration plan will facilitate needed improvements at the Heart of Haney Creek. Specific details include the removal of non-native and otherwise undesirable vegetation from the southern end of the site at the corner of US-1 and Wright Boulevard. Once the vegetation is removed, the area will be replanted with a diverse association of native wetland and upland vegetation. The plants selected for installation in this area will be developed in coordination with the City of Stuart and meet to goals of the "Heart of Haney Creek Management Plan". The natural system enhancement will also include the installation of native trees in the central area of the East Haney Creek site that has been generally denuded as a result of recent exotic tree and shrub removal efforts. An overlay drawing of the enhancement and restoration plan for the Heart of Haney Creek is attached to this discussion. Both the onsite and offsite natural system enhancement and restoration areas will be the subject of an ongoing adaptive management analysis that will be able to respond to unexpected results of the restoration project. This will allow for implementation of timely revisions to the project plan that may be needed to remedy any unwanted results in the project.

WETLAND MITIGATION BANK CREDIT PURCHASE (BLUEFIELD WMB):

In addition to the onsite and offsite enhancement and restoration projects in the City of Stuart, the project will also purchase the appropriate number of wetland mitigation credits from the Bluefield Wetland Mitigation Bank. The final number of credits will be determined during the wetland permitting process.



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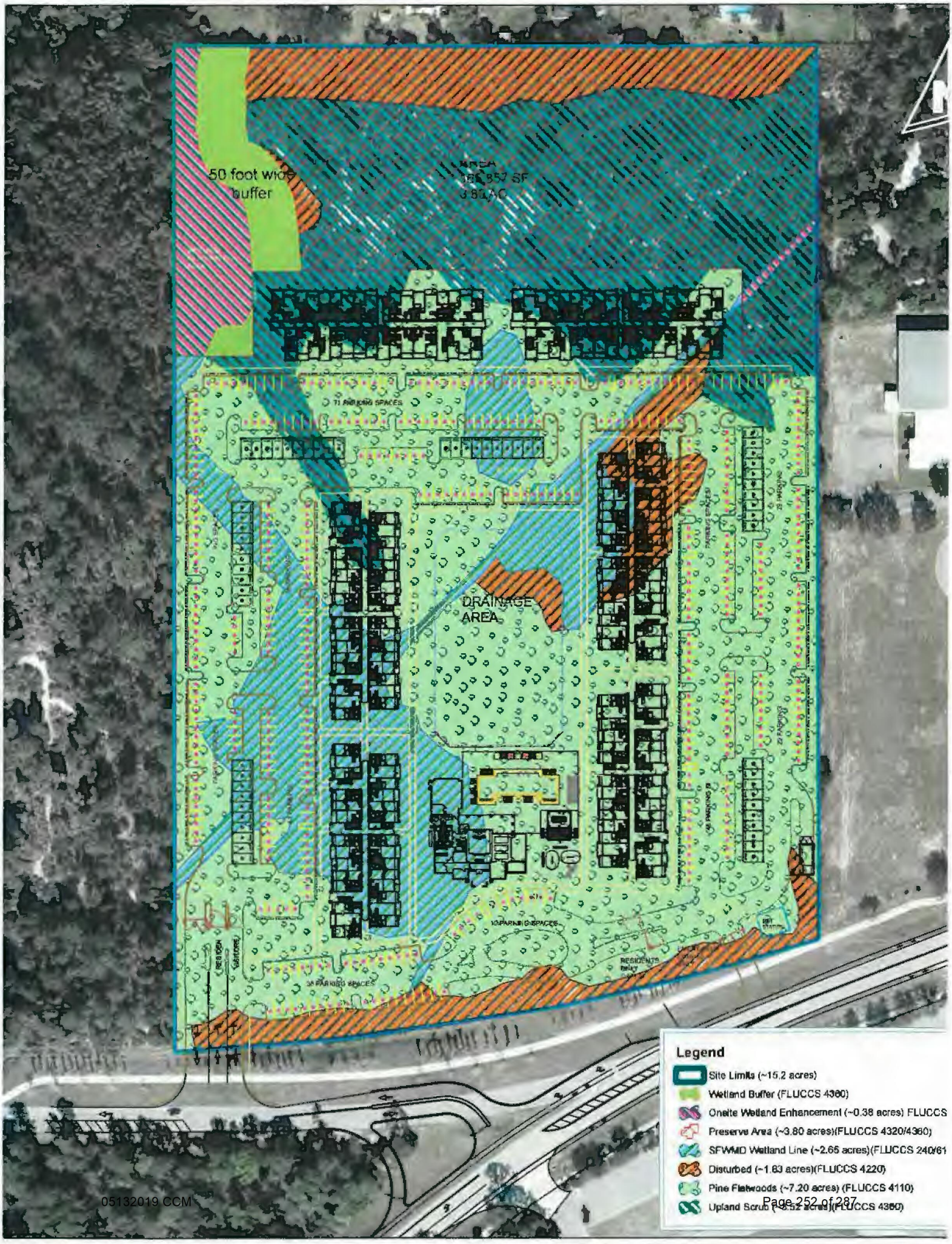
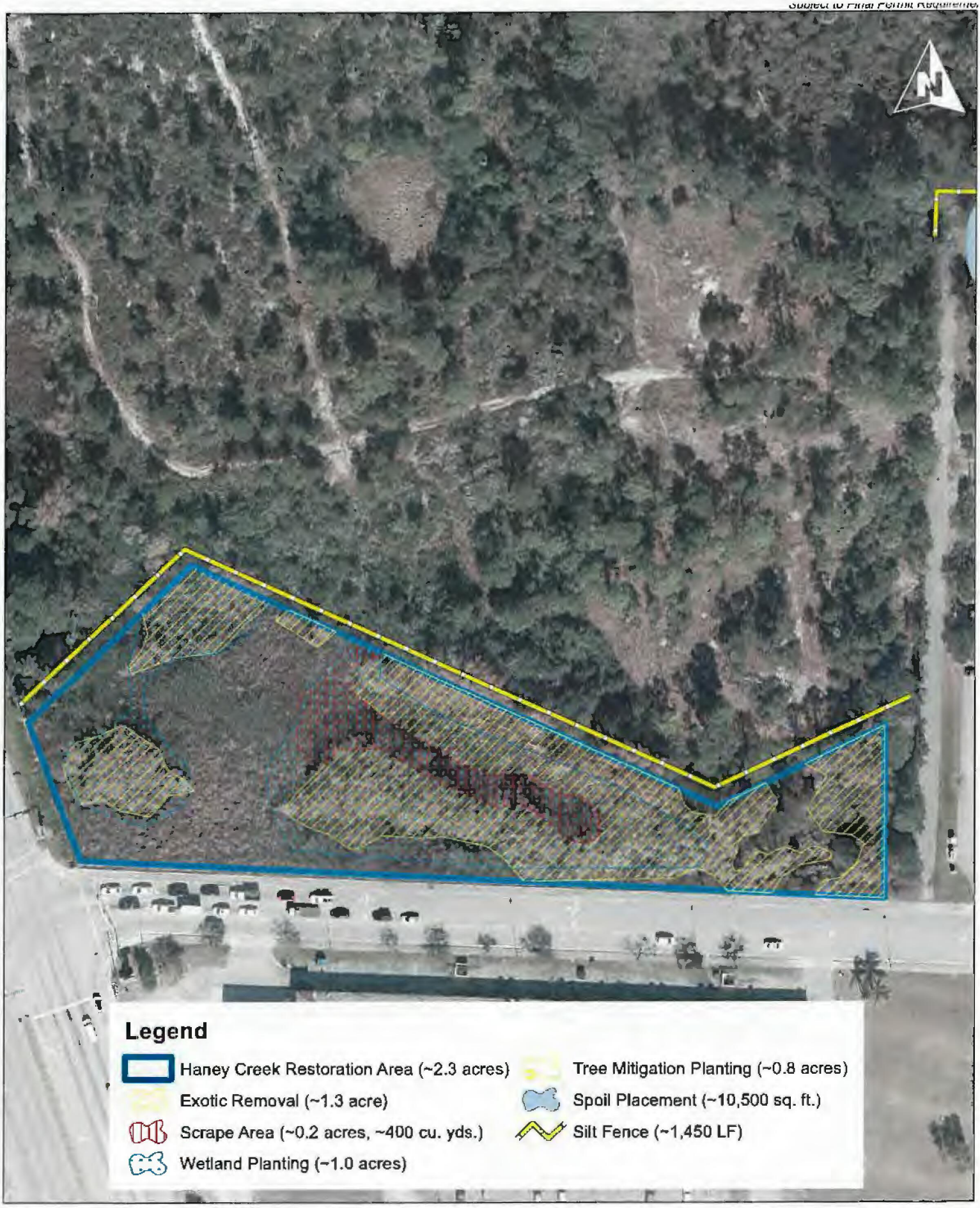
Document Path: F:\My Documents\Kennedy Homes\NE Savannah Stuart\Site Aerial_Wetlands_v5_FLUCCS_Preserve_05-02-19_BufferArea.mxd

12/29/2017 Revised: 05/02/2019 0 35 70 140 210 280 05132019.CCM Feet	*J. J. Goldasich and Associates, Incorporated* Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	***Kennedy Homes*** Savannah Place Apartments FLUCCS Map with Site Plan Stuart, Martin County, Florida		***FLUCCS Map***


50 foot wide buffer
DRAINAGE AREA
Legend
Site Limits (~15.2 acres)
Wetland Buffer (FLUCCS 4360)
Onsite Wetland Enhancement (~0.38 acres) FLUCCS
Preserve Area (~3.80 acres)(FLUCCS 4320/4360)
SFWMD Wetland Line (~2.65 acres)(FLUCCS 240/61
Disturbed (~1.83 acres)(FLUCCS 4220)
Pine Flatwoods (~7.20 acres) (FLUCCS 4110)
Upland Scrub (~3.52 acres)(FLUCCS 4360)



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12/29/2017 | Revised: 05/25/2018

0 30 60 120 180 240

05132019 CCM

Feet

J. J. Goldasich and Associates, Incorporated

Ecological Services
Natural System Analysis

(561) 883-9555
jjg@jjgoldasich.com

Kennedy Homes

City of Stuart East Haney Creek
Natural System Restoration Areas
Stuart, Martin County, Florida

ENV 1

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12/29/2017 | Revised: 05/25/2018

0 20 40 05132019 CCM 120 160

East

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Ecological Services
Natural System Analysis
(561) 883-9555
jjg@jjgoldasich.com

Kennedy Homes
City of Stuart East Haney Creek
Natural System Restoration Areas
Stuart, Martin County, Florida

ENV 2

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

April 10, 2019

The Honorable Becky Bruner
Mayor, City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Mayor Bruner:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Stuart (Amendment No. 19-01ESR) received on March 18, 2019. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

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

If you have any questions concerning this review, please contact Ed Zeno, Planning Analyst, by telephone at (850) 717-8511 or by email at ed.zeno-gonzalez@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ez

Enclosure(s): Procedures for Adoption

cc: Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council
Tom Reetz, Senior Planner, City of Stuart

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

lucido&associates

May 2, 2019 E-mail Delivery

Tom Reetz, Senior Planner
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Savannah Place Apartments
Our Reference Number: 17-1120
City of Stuart CPA Number: 9-1ESR

Dear Tom:

Please find our responses to the comments provided by the South Florida Water Management District during their review of the proposed comprehensive plan amendment below:

1. The proposed amendment should be revised to include an analysis that demonstrates that the City (or its water provider) will have the ability to provide potable water for the increased water demand. The analysis should include a potable water supply capacity analysis reflecting the maximum allowable development for the existing and proposed land use densities.

   Response:
   The utility provider for this property is Martin County Utilities and there is available potable water available for the proposed project of 280 apartment units. Please see the letter from Martin County Utilities.

2. The proposed amendment should be revised to include an analysis of stormwater management needs including potential flooding impacts incorporating a demonstration that there will be no adverse offsite impacts, and an identification of the appropriate stormwater management infrastructure needed for the proposed land uses. A Stormwater Management Permit may be required from the District. Pre-application meetings with District regulatory staff are strongly encouraged to identify issues early in the process.

   Response:
   Captec Engineering, Inc. has prepared a conceptual drainage plan as part of the master site plan application for the proposed apartment project and there were no adverse off-site impacts. A preapplication meeting will be coordinated with the SFWMD prior to the preparation of the engineering construction plan and the application for an Environmental Resource Permit.

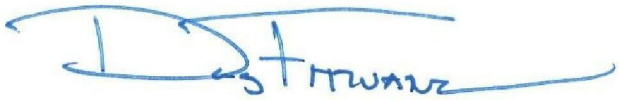
3. Revise the proposed amendment to demonstrate how water conservation could be utilized to support the non-potable water needs for the proposed amendment site. The analysis should include the following:
    - The proposed source of water for landscape irrigation.
    - An explanation of how the proposed amendment site could or could not use reclaimed water for landscape irrigation.
    - If potable water is to be used for landscape irrigation, provide information to demonstrate how the use of potable water is consistent with provisions of the City's Comprehensive Plan that encourage use of alternative water technologies to meet water demand.

    Response:
    The proposed source of irrigation shall be from a permitted well which will be obtained at the time of permitting for the Environmental Resource Permit. Martin County Utilities does not have a reclaimed water line near this property and there is insufficient capacity in the existing system to provide reclaimed water for new development.

4. If on-site wells are proposed for irrigation, a water use permit may be required, and potential wetland, pollution and resource impacts will need to be assessed. Pre-application meetings with District regulatory staff are strongly encouraged to identify issues early in the process.
    Response:
    Noted.

Please feel free to contact me if you have any questions or need any additional materials.

Sincerely,



Doug Fitzwater

Copy to team

MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
UTILITIES & SOLID WASTE DEPARTMENT
PO Box 9000 Stuart, FL 34995-9000

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	KRISTA A. STOREY	Acting County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

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April 23, 2019

CAPTEC Engineering Inc.
Steven P. Marquart, P.E.
301 NW Flagler Avenue
#201
Stuart, FL 34994

RE: Savannah Place Apartments (NE Savannah Road, Jensen Beach)
PCN: 28-37-41-000-000-00057-9
Potable Water and Wastewater Service

Dear Mr. Marquart:

This will confirm that Martin County Utilities has adequate capacity to provide potable water, wastewater service, and potable water service for irrigation to Savannah Place Apartments (NE Savannah Road, Jensen Beach) (PCN: 28-37-41-000-000-00057-9) as described in your April 9, 2019 email correspondence. The proposed project is located on the north side of NE Baker Road / NE Savannah Road in between NE Cardinal Avenue and NE Braille Place.

It is the developer's responsibility to construct required utility infrastructure internal to the property to serve each of the apartments, and make connections to the utilities in the NE Baker Road / NE Savannah Road right-of-way. The County will provide service subject to development plan approval, execution of a service agreement, and payment of appropriate fees and charges.

Sincerely,

Leo Repetti, PE
Project Engineer

LR/hr

c: File

MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
UTILITIES & SOLID WASTE DEPARTMENT
PO Box 9000 Stuart, FL 34995-9000

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	KRISTA A. STOREY	Acting County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

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April 23, 2019

CAPTEC Engineering Inc.
Steven P. Marquart, P.E.
301 NW Flagler Avenue
#201
Stuart, FL 34994

RE: Savannah Place Apartments (NE Savannah Road, Jensen Beach)
PCN: 28-37-41-000-000-00057-9
Potable Water and Wastewater Service

Dear Mr. Marquart:

This will confirm that Martin County Utilities has adequate capacity to provide potable water, wastewater service, and potable water service for irrigation to Savannah Place Apartments (NE Savannah Road, Jensen Beach) (PCN: 28-37-41-000-000-00057-9) as described in your April 9, 2019 email correspondence. The proposed project is located on the north side of NE Baker Road / NE Savannah Road in between NE Cardinal Avenue and NE Braille Place.

It is the developer's responsibility to construct required utility infrastructure internal to the property to serve each of the apartments, and make connections to the utilities in the NE Baker Road / NE Savannah Road right-of-way. The County will provide service subject to development plan approval, execution of a service agreement, and payment of appropriate fees and charges.

Sincerely,

Leo Repetti, PE
Project Engineer

LR/hr

c: File

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** David D. Peters

Title of Item:

MEMORIAL MARKER SIGNS (RC):

ORDINANCE No. 2399-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.11.13., SPECIAL PURPOSE SIGNS AND SIGNING IN CHAPTER VI OF THE LAND DEVELOPMENT CODE TO INCLUDE MEMORIAL MARKER SIGN STANDARDS WITHIN CITY OF STUART ROAD RIGHTS-OF-WAY. PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

With the adoption of this Ordinance, the City of Stuart will establish a Memorial Marker Program to commemorate those who have died as a result of a vehicle related accident on City roadways.

In an effort to increase public awareness of roadway safety, it is the City's policy to allow the placement of memorial markers within City road right of ways.

The memorial shall consist of a fifteen inch (15") diameter round aluminum sign panel with engineering grade sign sheeting with a white background, and black letters.

The memorial marker will be placed on a standard u-channel post and be located at the outside edge of the mowing limits., or as directed by the Public Works Director, or designee. Placement of the deceased's name on the memorial marker will be at the immediate family's option. No additional decorations or ornaments will be permitted. The memorial marker will remain in place for a minimum of one (1) year, unless it becomes necessary to remove the marker for construction or maintenance purposes.

Funding Source:

The cost to produce and install the memorial marker will be included in Appendix A of the City's Code of Ordinances upon adoption.

Recommended Action:

Adopt on 2nd Reading Ordinance 2399-2019.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2399-2019	4/8/2019	Ordinance add to Y drive
🗋	Family Roadside Memorial	4/8/2019	Attachment
🗋	Roadside Memorial Marker	4/8/2019	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2399-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.11.13., SPECIAL PURPOSE SIGNS AND SIGNING IN CHAPTER VI OF THE LAND DEVELOPMENT CODE TO INCLUDE MEMORIAL MARKER SIGN STANDARDS WITHIN CITY OF STUART ROAD RIGHTS-OF-WAY. PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * *

BE IT ORDERED BY THE CITY COMMISSION NOW THEREFORE, BE IT

RESOLVED BY THE CITY COMMISSION O THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Land Development Code, as amended, is hereby further amended as follows:

Land Development Code

Chapter VI-On-Site and Off-Site Development Standards

Sec. 6.11.13. - Special purpose signs and signing.

As an aid to the motoring public, the city commission has determined that the following special purpose signs serve the public interest and welfare by providing basic information regarding fuel price, location, time, temperature, dates of events, and the like. Permits for the following signs shall be issued provided that the provisions contained herein are in compliance:

A. *Grand opening banner.* One banner may be placed on the building of a newly opened location pursuant to the following:

1. Display is limited to four weeks.
2. The banner shall not exceed one square foot per linear foot of occupancy frontage, and a total area of 50 square feet.
3. The banner shall not be higher than 15 feet above the finished grade, and must be placed on the building on the predominate street front.

4. Banners shall be made of color fast material, and shall be securely fastened so as not to become a safety hazard.

B. *Special event banner signs.* The city manager may approve one or more banners for a non-profit, charitable organization or special event as defined in section 36, article III, City Code of Ordinances, on any street, sidewalk, public building, park or playground, or on private property, subject to the following criteria:

1. The sign shall be located on the property where the event is being held, or on public property or rights of way, or on private property with the written consent of the property owner. Any of the foregoing shall require the written permission of the city manager and shall provide notice to the general public of a special event; and

2. The sign shall be temporary and for a stated limited period of not more than 14 days prior to the event, and it must be removed by the second (2nd) day after the event;

3. Each sign shall not exceed 20 square feet in area;

4. When permitted, the sign must meet the following additional criteria:

a. The sign will not conceal or obstruct adjacent land uses or signs;

b. The sign will not conflict with the principal permitted use of the site or adjoining sites;

c. The sign will not interfere with, or obstruct the vision of, or distract motorists, bicyclists or pedestrians; and

d. The sign will be installed and maintained in a safe manner;

e. The approval, or disapproval, of such sign shall not be based on the content of the message contained (i.e., the viewpoint expressed) on such sign;

f. The city manager shall render a decision within ten days after an application is made for utilizing this sign type for a special event. Such a decision shall be deemed an administrative interpretation and any person adversely affected has the right to appeal the decision to the city commission, in writing within 30 days of the written rendering of the decision by the city manager.

C. *Special event city street banners.* Special event city street banner signage, in accordance with this subsection, shall be permitted by the city manager, for special events if it is determined that the sign meets all of the following criteria:

(i) The city is a sponsor or co-sponsor of the event; or

(ii) The event sponsor is a not-for-profit organization; and

(iii) The street banner sign must be no larger than three feet in height by 24 feet in length, and if placed above a street, be at least 15 feet above the surface of the street on city installed or controlled poles. The street banner sign must be constructed of a vinyl awning material or similar and meet wind load requirements established by the city development director; and

(iv) Display of the special event street banner sign will be limited to a maximum of 14 days prior to the event and must be removed no later than two days after the event; and

(v) The sign will not conceal or obstruct adjacent land uses or signs; and

(vi) The sign will not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians, and will not conflict with the principal permitted use of the site or adjoining sites; and the sign will be installed and maintained in a safe manner; and

(vii) As a sponsor or co-sponsor, the city reserves the right to participate and comment on the content of the banner sign. However, from a regulatory viewpoint, the city's decision to approve, or disapprove such sign shall not be based on the content of the message contained (i.e., the viewpoint expressed) on such sign;

(viii) The city manager shall render a decision within ten days after an application is made for utilizing this sign type for a special event. Such a decision shall be deemed an administrative interpretation and an applicant has the right to appeal the decision to the city commission, in writing, within 30 days following the written rendition of the city manager's decision. The city commission's decision regarding the use of the public right-of-way shall be final and non-appealable.

D. *Drive-thru window signs.* Sign boards used at locations in conjunction with service at a drive-thru window are permitted so long as the size of the board does not exceed seven feet in height, nor 24 square feet in total area, with a maximum of two signs per drive thru window.

E. *Subdivision identification signs.* Residential subdivision identification signs shall be located only at the roadway entrance(s) to the subdivision and subject to the following standards:

1. Such signs may be either one double faced sign or two signs where there are two walls at the entrance and where the signs are permanently affixed to the walls at each entrance of the subdivision.

2. Each sign area shall be no greater than 36 square feet in area.

3. Subdivision entrance signs are permitted within all residential zoning districts.

4. Such subdivision entrance sign may be erected within rights-of-way or median strips adjacent to the subdivision, if approved by the city. A subdivision sign may also be located within the setbacks of private property within the subdivision or adjacent to the subdivision.

5. Any such sign erected within a right-of-way or setback shall be at least ten feet from a paved roadway and signs located within a median shall be at least five feet from any paved roadway.

6. All signs proposed to be located within a right-of-way or median shall be reviewed and approved by the development director, the police chief, and the public works director, for compliance with this section.

7. Any such signs approved for location within the right-of-way or median, if such right-of-way or median is not within the jurisdiction of the city, shall obtain written permission from the governmental entity controlling the right-of-way or median prior to erecting the sign in a requested and approved location.

8. Any signs proposed to be located on adjacent private property shall be approved and permitted by the owners of the adjacent property. Any such signs lying on private property shall be considered an additional permitted sign without regard to other applicable sections of this code.

F. *Construction site signs.* Temporary construction site signs identifying that an approved, active, on-site development project is underway, shall be permitted provided that such signs shall be subject to the following standards:

1. One temporary freestanding sign per street frontage, non-illuminated, with sign area of not more than 32 square feet, nor more than six feet in height; or

2. One temporary wall sign per street frontage, which shall be non-illuminated with a sign area of not more than 32 square feet;

3. Construction signs may be installed at the time of submission of a building permit application. It must be removed upon expiration of building permit or building permit application or when the project obtains a certificate of occupancy.

G. *Awning signs.*

1. No portion of any sign projecting over a public sidewalk shall be less than nine feet above the grade of the sidewalk, with the exception of awning valances which shall not be less than eight feet above the sidewalk.

2. Any sign projecting over private property and located where motor trucks may be required to pass beneath it shall be erected and maintained at a height of not less than 14 feet.

3. Signs consisting of one line of letters not exceeding nine inches in height may be painted, placed or installed upon the hanging border only of any awning erected and maintained in accordance with this chapter. An identification emblem, insignia, initial or other similar feature not exceeding an area of eight square feet, may be painted, placed, or installed elsewhere on any awning provided that any sign, insignia or other such similar items shall comply with all other provisions of this chapter.

H. *Changeable copy signs.*

1. Manual or electronic changeable copy information signs shall be permitted when attached to or made part of an otherwise permitted monument sign, and only related to a theater, auditorium, convention center, sports field or arena, a regional attraction facility, or for motor fuel pricing, or a time & temperature sign. Such signs shall be limited to one changeable copy message sign per street frontage, and no more than two such signs shall be permitted on any individual parcel, including PUDs.

2. Electronic changeable copy signs shall be permitted to change their message no more than four times within a 24-hour period, except that time & temperature signs may change as the temperature changes, and as the time changes in one minute increments.

3. Changeable copy signs shall comply with the permitted area of the sign to which it is attached pursuant to design standard matrix, Table 6.11.17. The changeable copy element of the sign shall not exceed 25 percent of the total sign area.

4. Maximum height and setbacks shall comply with the permitted height and setbacks for the sign type pursuant to design standard matrix, Table 6.11.17.

5. Types of manual or electronic changeable copy sign:

a. Motor fuel pricing signs. Motor fueling stations shall provide signage displaying the price of fuels. Signs shall advertise the price of motor fuels sold on the premises, subject to the following regulations:

i. One motor fuel price sign shall be permitted per street frontage with a maximum of two signs per fuel station. It shall be affixed to a permanent sign structure or to a building and shall not be located closer than ten feet to any side property line. The price sign shall be included in the total area of signage otherwise permitted.

ii. The sign shall not be more than 12 square feet per sign face.

iii. Signs placed on fuel pumps shall not exceed three square feet per sign face nor a total of six square feet per sign.

b. Time and temperature signs. Signs giving time and temperature, or either time or temperature information shall be permitted when attached to or made part of an otherwise permitted sign. Such signs shall not be larger than 20 percent of the permitted area of the sign to which they are attached or included. Such signs shall be counted as part of the permitted area of the sign to which they are attached.

6. Prohibited lighting for electronic message sign:

a. Lamps, light emitting diodes, or bulbs in excess of the amount and intensity of light generated by a 30-watt incandescent lamp (the amount of light, measured in lumens, varies for lamp types. For example, a 30-watt incandescent lamp produces approximately 300 lumens).

b. Exposed reflectorized lamps, light emitting diodes, or bulbs; and lamps or bulbs not covered by a lens, filter, louver or sunscreen; or modes of operation that scroll, flash, zoom, twinkle or sparkle, or appear to do so.

I. *Landmarked signs*. The city shall designate a sign as a landmarked sign, based upon authenticated documentation that such sign is at least 25 years old and has existed as a defining feature of a landmarked or historic building or event. The acceptance of a sign as a landmarked sign is subject to the written

determination of the city development director, considering the age, location, condition, construction, and historic significance.

1. Landmarked signs shall be classified as conforming signs, and shall be permitted to be restored, maintained and repaired.
2. Landmarked signs shall be exempt from setback, size, height, and area requirements of the code, except that such signs shall maintain not greater than their historic dimensions or area.
3. Landmarked signs placement shall leave street corners free of obstructions to allow for safe vehicle and pedestrian movement and placement of utilities; and may be relocated on a site to do so.

J. *Mural signs.* Mural signs shall be counted as wall signs for the portion which includes any message, logo or which depicts a product or service, and shall be of such a design as to compliment the architectural style of the subject building and shall be in keeping with the general character of the land use district. There shall be a maximum of only one mural sign per building. The sign portion of a mural sign, if any, shall comply with the dimensional requirements of a wall sign.

K. *Memorial Marker Signs.* Memorial Marker signs may be installed within a City road right of way at the request of an immediate family member. Memorial Marker signs will be installed by city personnel after first receiving a signed Memorial Marker Sign application. The memorial marker shall consist of a fifteen inch (15") diameter round aluminum sign panel with engineering grade sign sheeting with a white background, and black letters. The memorial marker will be placed on a standard u-channel post and be located at the outside edge of the mowing limits., or as directed by the Public Works Director, or designee. Placement of the deceased's name on the memorial marker will be at the immediate family's option. No additional decorations or ornaments will be permitted. The memorial marker will remain in place for a minimum of one (1) year, unless it becomes necessary to remove the marker for construction or maintenance purposes.

SECTION 2: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provisions of this Ordinance shall be codified.

SECTION 5: This Ordinance shall take effect upon adoption.

Passed on first reading the ____ day of _____, 2019.

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
REBECCA S. BRUNER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

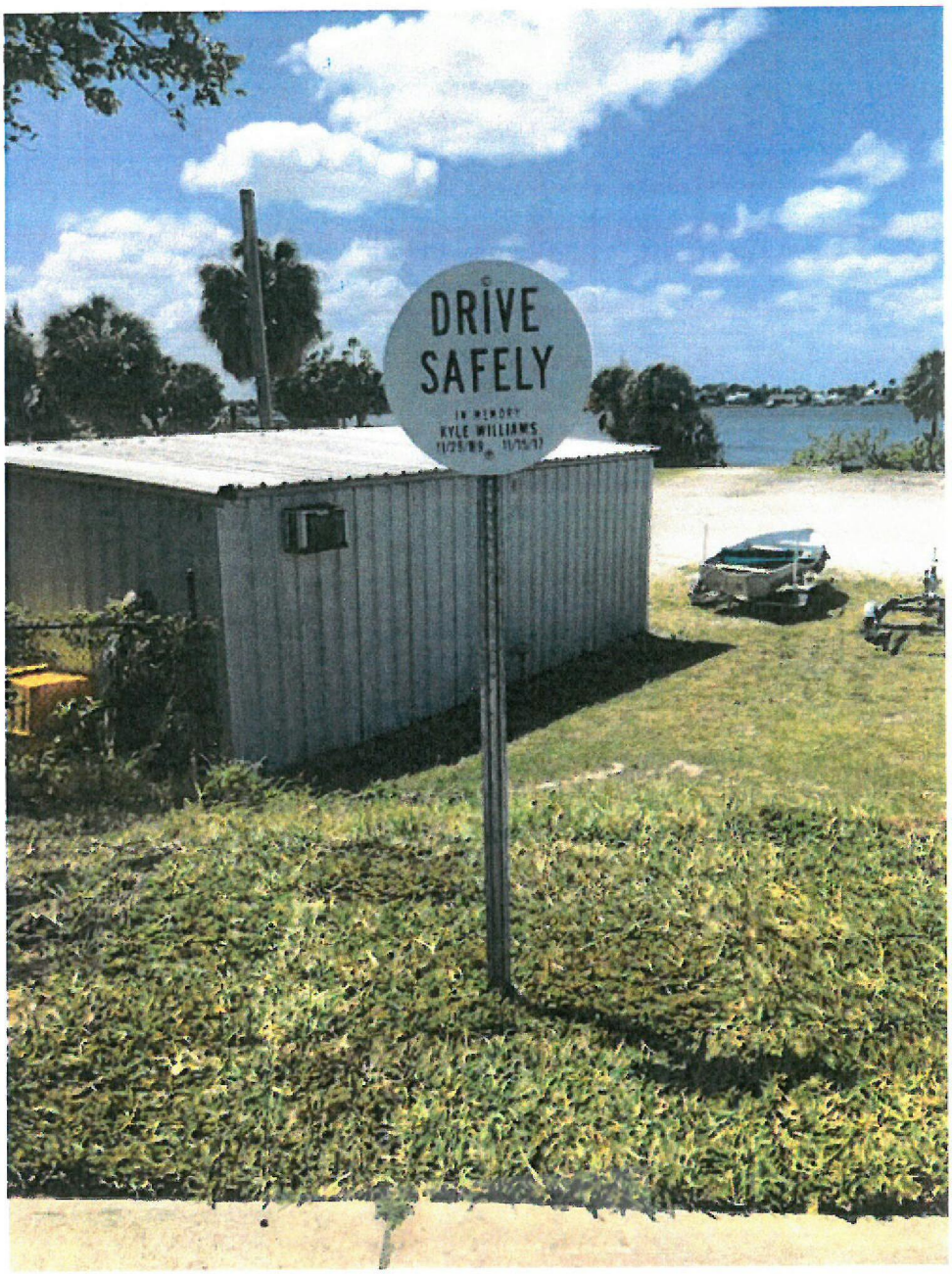
_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

Family Roadside Memorial
West Side North Dixie Highway



Roadside Memorial Marker
West Side North Dixie Highway

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** Stephen Mayer

Title of Item:

RESIDENTIAL FENCE REGULATION

Summary Explanation/Background Information on Agenda Request:

On April 8, 2019, the City Commission approved Resolution No. 44-2019, a Zoning in Progress for building permits pertaining to fences located in the front yard within the R-1A, R-1, R-2 and R-3 zoning districts. Staff prepared this Zoning in Progress so that it could work on the details of a comprehensive review of the City's fence regulations and potentially recommend text changes specifically as they pertain to safety, general welfare and aesthetics of fences that are located in the front yard of residential districts. The front yard includes all area within the property boundary between the front façade of the principle residence and the front property line and would include the side property lines, including the sides of corner lots, that are forward of the residence.

On April 25, 2019, staff held a workshop with the Local Planning Agency (LPA). Workshops are integral in the process, by providing a forum for staff to hear public input and the board's recommendations. Staff has provided the minutes from the hearing. In summary, the LPA was in support the text change with one exception. Christina de la Vega disagrees with the recommendation of a 4' height limit for fences and 8' for hedges in the front yard and that fences in the front yard be an open style. She did agree that if 6' closed fences are used on side corners and front yards, they should be landscaped. Members of the LPA suggested that staff obtains feedback from Stuart Police Department. Amongst a number of comments from the LPA (which will be discussed in detail at the workshop), was the following discussion items: 1) Should a right of way clearance zone limit the height of fences to 4' in the front and how will this zone be measured, 2) What type of fences should be allowed in the front yard and side corner lot lines, 3) How should the City address fences made nonconforming by these text changes and 4) Should the code be specific to the desire of the neighborhood and the type and function of the street, such as the creation of streetscape design. A detailed review of all the comments and staff responses will be in the staff presentation.

Staff will have a visual presentation with diagrams, pictures, and the text of the current code. Attached to this agenda is the City's Land Development Code section that pertains to fences, walls, hedges and other enclosures for the general zoning districts (R-1A, R-1, R-2 and R-3) and the minutes to the LPA workshop.

Funding Source:

N/A

Recommended Action:

Staff requests the Stuart City Commission discuss the issues and direct staff accordingly.

ATTACHMENTS:

Description	Upload Date	Type

LDC - Fences	4/9/2019	Backup Material
LPA Minutes	5/2/2019	Backup Material

1. In addition to the safety requirements of F.S. 515.27, a fence shall be installed that meet the requirements of this subsection, unless a barrier meeting the specific requirements of F.S. 515.29 is installed.

2. All new swimming pools must have a fence at least four feet high, with a spring lock gate, or be otherwise completely enclosed; provided, however, that no fencing need be erected on any side abutting a barrier such as a lake, river, creek, or canal.

3. A building permit final inspection will not be conducted for a new swimming pool, unless the proper building permit for a fence receives a final inspection simultaneously.

4. It shall be unlawful for any person, firm or corporation to build or cause to be built a new swimming pool, unless such pool is properly fenced in accordance with paragraph 6.09.04.C.1 above.

5. All spas shall be secured with a locked cover or must have a fence at least four feet in height, with a spring lock gate, or be otherwise completely enclosed; provided, however that no fencing need be erected on any side abutting a barrier such as a lake, river, creek, or canal. (Ord. No. 1720-00, 3-27-00)

Sec. 6.09.05. Fences, walls, hedges, and enclosures.

A. *General requirements for all walls and fences.* The regulations set forth in this section 6.09.05 shall apply to any existing or new development for residential, business, public, or industrial property for which a fence or accessory structure permit application has been submitted to the city development department. (Ord. No. 1742, 7-10-00)

1. The requirements of this section shall be in addition to and shall supersede in the event of a conflict those contained in the building code, relating to type of construction and materials of fences or walls.

2. Any fence or wall over six feet in height must be designed and sealed by a licensed professional engineer or licensed architect.

3. Wooden fences shall be of the woven or staggered type, with at least 30 percent of their area open to permit the flow of air. Only within the R-1A, R-1, and R-2 zoning districts shall a stockade type fence be permitted. (Ord. No. 1741-00, 7-10-00)

4. Fences and walls shall be constructed of concrete, cement blocks, brick, chain link, wood, ornamental wrought iron, stone, or any alternate material as approved by the city development director. Concrete or cement block walls shall be stucco or provided with a textured finish. (Ord. No. 1742, 7-10-00)

5. Metal fences shall be of non-corrodible metal or galvanized wire fabric, having a minimum of 11 gauge, mounted on steel posts.

6. Ornamental iron fences shall meet the requirements of section 6.09.05.A.17 of this Code.

7. Fences or walls should be generally in harmony and compatible with their surroundings.

8. All fences shall be maintained in good repair on both sides, so as to be structurally sound.

9. All fences and walls on the same property shall be continuous in alignment and of uniform construction and appearance.

10. All new and existing fences and walls shall be finished on the exterior side (all framing facing the interior) and shall be maintained in an attractive condition.

11. No fence shall be constructed of materials which easily corrode, decay or rust, unless specifically treated to inhibit such corrosion, decay or rust.

12. The height of fences and walls shall be measured from existing natural elevation of a lot, prior to any construction or alteration. (Ord. No. 1453-96, 6-1-96)

13. An entryway bower, arbor, or trellis, constructed in conjunction with a fence or wall, shall not exceed a maximum height of nine feet, measured from existing grade.

14. A fence or wall shall only be located on a developed parcel of land - unless the owner or contractor can clearly demonstrate that an extenuating circumstance exists creating a situation that compromises the safety, health, and general welfare of surrounding residents.

15. No fences, walls, or hedges may be located within the intersection sight-triangle as set forth in section 6.04.03.B.8., Visibility triangles. (Ord. No. 1742, 7-10-00)

16. *Electrical fences prohibited.* Electrically charged fences are prohibited, except in prisons or jails.

17. *Barbed wire or razor wire fences.* Barbed wire fences are hereby prohibited, except at the top of fences or walls erected in industrial, business, commercial or public use zoning districts. Razor wire fences shall only be permitted to be used in jails or prisons.

18. *Dangerous materials prohibited.* Unless specifically permitted in this article, no fence or wall shall include materials or devices intended or designed to maim, mutilate or cause other bodily injury.

19. *Construction design for wind pressure and other stresses.* All fences and walls shall be adequately secured and designed to withstand wind pressure of at least 50 pounds per square foot and any additional stresses to which they would normally be subjected, unless the Building Code calls for higher standards or more restrictive construction.

20. *Obstruction of water drainage.* In no case shall a fence or wall restrict the natural sheet flow of water or impede movement of drainage water from swales, drainage ditches, etc.

21. All non-residential and multi-family development projects shall also install a construction fence with a temporary six-foot chain link fence with obscure green or black fabric of uniform color or other visual barrier material approved by the Development Director around the site prior to the initiation of the construction phase.

B. *Specific requirements, including type, material, and design for fences or walls--in single-family or duplex residential districts.* In single-family and duplex residential zoning districts, all fences and walls constructed shall comply with the following requirements:

1. The maximum height of walls or fences shall be six feet;

2. If the fence or wall abuts (disregarding intervening alleys or unopened rights-of-way) a zoning district other than single-family or duplex residential, then the single-family owner or occupancy may elect to comply with the requirements of such abutting zoning district.

C. *Same--In multiple-family residential districts.* The regulations set forth in this subsection shall apply only to an application for a fence and wall permit and shall not exist in conflict with any regulations otherwise herein this Code regarding buffers and required buffer materials for non-residential development abutting a residential use or zone. In multiple-family residential zoning districts, all fences and walls constructed shall comply with the following requirements:

1. The maximum height of walls or fences shall be six feet;

2. If the fence or wall abuts (disregarding intervening alleys or unopened rights-of-way) a zoning district other than single-family, duplex or multiple-family residential, then the multiple-family owner or occupant may elect to comply with the requirements of such abutting zoning district.

3. Fences and walls shall be setback a minimum of three feet from any abutting right-of-way for the purpose of landscape beautification. Landscaping materials shall consist of a hedge and groundcover or other grounded landscape treatment.

4. Chain link or mesh fences, minimum gauge of 11, shall be vinyl coated along, at a minimum, the weave of the fencing material. Colors of the vinyl material shall be limited to green or black.

5. Walls shall have pilasters spaced at recurring intervals and shall include associated wall and corner caps. A minimum of two of the following architectural embellishments, complementing the existing or proposed building(s) on site and not to exceed 12 inches in height, shall be included:

   - Ornamental stone mountings
   - Peaked cap along ridge of wall
   - Ornamental ironwork
   - Buttresses

- Built-in planter

6. One of the above must be built by the occupant or owner of the multiple-family property, but the owner or occupant of the single-family or duplex property may build it, if desired.

7. Plans for either of the above shall be included as a part of the development permit application for such multiple-family property and shall be erected during or immediately after the erection of the principal building, and in any event, before the certificate of occupancy of the principal building is issued.

8. Any such buffer or wall previously built must be maintained.

D. *Same--In business and public districts.* The regulations set forth in this subsection shall apply only to an application for a fence and wall permit and shall not exist in conflict with any regulations otherwise herein this Code regarding buffers and required buffer materials for non-residential development abutting a residential use or zone. In business zoning districts, all fences and walls constructed shall comply with the following requirements:

1. Fences or walls erected in the B-1 zoning district shall be no higher than six feet. Fences or walls shall be setback a minimum of three feet from any abutting street right-of-way for the purpose of landscape beautification. Landscaping materials shall consist of a hedge and groundcover or other grounded landscape treatment.

2. Fences or walls erected in the B-2 or B-4 zoning districts shall be no higher than eight feet. Fences or walls shall be setback a minimum of five feet from any abutting street right-of-way for the purpose of landscape beautification. Landscaping materials shall consist of one flowering or accent tree for every 30 linear feet, planted singly or in clusters; a hedge and groundcover or other grounded landscape treatment.

3. Chain link or mesh fences, minimum gauge of 11, shall be vinyl coated along, at a minimum, the weave of the fencing material. Colors of the vinyl material shall be limited to green or black.

4. Walls shall have pilasters spaced at recurring intervals and shall include associated wall and corner caps. A minimum of two of the following architectural embellishments, complementing the existing or proposed building(s) on site and not to exceed 12 inches in height, shall be included:

   - Ornamental stone mountings
   - Peaked cap along ridge of wall
   - Ornamental ironwork
   - Buttresses
   - Built-in planter

5. Such wall must be built by the occupant or owner of the business, or commercial property, but the owner or occupant of the residential property may build it, if desired.

6. Plans for such wall shall be included as a part of the development permit application on such business or commercial property and shall be erected during or immediately after the erection of the principal building thereon, and in any event, before the certificate of occupancy of the principal building is issued.

7. Any such wall previously built must be maintained.

E. *Same--Separating industrial zoning districts from other districts.*

1. Fences or walls erected in the I (Industrial) zoning district shall be no higher than ten feet. Fences and walls shall be setback a minimum of five feet from any abutting street right-of-way for the purpose of landscape beautification.

2. Whenever any industrial zoning district, which is not vacant, abuts (disregarding intervening easements or unopened rights-of-way) any other non-residential zoning district, there shall be a masonry dividing wall erected, to a minimum height of six feet (eight foot minimum within 300 feet of a residential zoning district) with a maximum of ten feet, the full length of the property line adjoining such other district or a landscaped buffer of not less than six feet in width accompanied by a six foot high structure. Such landscaped buffer shall be designed and planted so as to be 80 percent opaque when viewed horizontally between two and six feet above ground level.

3. Such wall must be built by the occupant or owner of the industrial property, but the owner or occupant of the other zoned property may build it, if desired.

4. Plans for such wall shall be included as a part of the development permit application for such industrial property and such wall shall be erected during or immediately after the erection of the principal building, and in any event, before the certificate of occupancy of the principal building is issued.

5. Any such wall previously built must be maintained.

F. *Height of fences or walls at intersections.*

1. Anything else in this section to the contrary notwithstanding, three feet (as measured from the crown of the road) shall be the maximum height of any section of new fence or wall which is located within 20 feet of the following intersections, unless protected by a traffic-control device:

   a. The right-of-way lines of two streets;

   b. The right-of-way line of a street and the right-of-way line of an alley;

   c. The right-of-way line of a street and the right-of-way line of a railroad.

2. Three feet (as measured from the crown of the road) shall be the maximum height of any section of new fence or wall to which is located within eight feet of the following intersections:

   a. The centerline of a driveway and the abutting right-of-way line.

Sec. 6.09.06. Awnings, canopies, and cabanas.

A. *Number of cabana rooms and carports per trailer or structure; master plans for cabana rooms, detached rigid canopies.* Only one cabana room and one carport shall be permitted as an adjunct to any one mobile home, trailer or structure. Typical drawings for cabana rooms or detached rigid canopies shall be approved by the building official when prefabricated under controlled factory conditions and such typical drawings together with its roof, walls, panels, beams, columns, connections, and principal members in compression, tension or flexure shall have been analyzed by a Florida registered professional engineer and design calculations, details, plans and specifications have been provided bearing his seal, signature, and affidavit as set forth in the Florida Building Code**.** To be so approved, each such typical drawing must meet the minimum design loads required by the Florida Building Code, for foundation, floor and walls. The roof may be as described in 6-490(b). In the event an application for an installation or construction permit is based on a previously approved typical drawing, unrevised reprints of the typical drawing shall accompany each application for a permit for the purpose of providing the building official with a means for comparison and as an aid to identification.

6.10.00. OUTDOOR STORAGE

A. *Applicability.* All businesses and services shall be conducted within completely enclosed buildings in the B-1, B-2, and B-4 business zoning districts. If in the discretion of the city development director a demonstrated necessity exists for an outdoor storage area in the B-1, B-2, or B-4 zoning districts due to the economic hardship of enclosing the area, an outdoor storage area may be allowed subject to the following standards.

B. *Standards for outdoor storage areas.*

   1. *Location and maintenance.*

      a. An outdoor storage area may be located adjacent to a structure but shall not be located in the front yard setback area.

      b. No loose materials such as sand, lumber, cardboard boxes, and the like which are subject to being scattered or blown about the premises by normal weather conditions shall be allowed.

      c. An outdoor storage area shall be kept neat and orderly. The area shall not be permitted to take on the characteristics of a junkyard.

      d. Materials stored shall not be stacked in piles higher than five feet and shall not be visible from surrounding properties or rights-of-way.

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD APRIL 18, 2019 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Michael Herbach
Vice Chair – Michael Conner
Board Member – Li Roberts
Board Member – Larry Massing
Board Member – Ryan Strom
Board Member – Bill Mathers
Board Member – Christina de la Vega

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER **5:30 PM**

ROLL CALL: **5:30 PM Roll Call. Present: William Mathers, Larry Massing, Michael Herbach, Ryan Strom, Li Roberts. Cristina de la Vega, Absent: Michael Conner.**

APPROVAL OF MINUTES: **5:32 PM Motion: Action: Approve, Moved by Larry Massing, Seconded by Ryan Strom. Motion passed unanimously.**

COMMENTS FROM THE PUBLIC – None

COMMENTS FROM THE BOARD MEMBERS - None

OTHER MATTERS BEFORE THE BOARD

1. Ordinance 2399-2019 Memorial Marker Sign Standards

PRESENTATION: Dave Peters, Public Works Director

PUBLIC COMMENT - None

BOARD COMMENT:

Li Roberts asked if it mirrored the county.

Dave Peters said it did as well as what the FDOT allows.

Li Roberts asked if they are already doing this.

Dave Peters said they are due to a memorial on the north side of the bridge continuing to grow. We wanted a program in place so they would not continue to expand the memorial and put us at risk of damaging what they had in place. We met with family members and they agreed to place that memorial marker there.

Li Roberts asked about how far from the travel road way it would be and if it was up to the discretion of the Public Works Director.

Dave Peters said yes, working with family members to insure it does not impede traffic vision and did not cause maintenance problems.

Li Roberts asked using a break away post.

Dave Peters said they typically put them on the back of sidewalks at the right of way and use a stop sign post.

Li Roberts asked if they try to place them in areas that have other objects such as utility poles. Blue Star markers purposely have breakaway poles to prevent damage and loss of life if you hit the pole. The memorabilia that people place at locations, should we have language that says when it needs to be removed?

Dave Peters said they are not allowed to do that and said they would call relatives and asked that they remove it.

Li Roberts said she would hope that when you are sending someone an application to do this that it would clearly state on the application that by doing this you recognize that any mementoes will be removed by the city and not allowed to be there.

Dave Peters said that the application clearly states what is and is not allowed.

Bill Mathers asked if it was for a minimum or maximum of one year.

Dave Peters said it was a maximum one year permit.

Li Roberts asked if it could say it will be in place for one year.

Dave Peters said we could do that.

Bill Mathers asked if they were grandfathering anyone in.

Dave Peters said once the ordinance is passed we will honor anyone since then. I will also note the breakaway posts.

5:37 PM **Motion: Action:** Approve, **Moved by** Larry Massing, **Seconded by** Ryan Strom. Motion passed unanimously.

2. Residential Fence Regulations 5:41 PM

PRESENTATION: Stephen Mayer, Senior Planner

PUBLIC COMMENT:

Helen McBride said fencing in the front should be no higher than 4 feet, because I live in an area where they just put a fence in the front yard and that is what the neighbors are all saying. If everyone puts in a 6 foot fence then it will just be a line of fencing all the way down. Hedges should also be 4 feet. If it is in the front, other neighbors have to see it. Really consider all of the neighbors on either side.

BOARD COMMENT:

Bill Mathers asked if this was a replacement ordinance or is just a modification of a current one.

Stephen Mayer said we have a zoning in process and have not had an ordinance to replace any text or code for fences.

Bill Mathers said that he knew years ago 4 feet was a suggested requirement by law enforcement to have visual access.

Larry Massing asked if law enforcement made a recommendation.

Stephen Mayer said they haven't spoken with the police, but we are in line with the recommendation for 4 feet and that is where staff is headed.

Larry Massing said in my perspective 4 feet is still too high. A fence of any sort higher than 3 feet in a front yard is unattractive makes it difficult to keep track of traffic. I was not aware that you could fence the front yard.

Bill Mathers said front feet ROW clearance zone would vary and asked if they were going for a standard or a case by case basis. It is trying to turn into a resolution correct. People need a plan.

Larry Massing said that's what they are trying to establish. They need this board's opinion.

Stephen Meyer said the fencing is limited to residential zinging district. R1, R2, R3 and R1A.

Christina de la Vega said she feels the opposite because she uses her front yard regularly and her 6 foot hedge is attractive and it gives them privacy. If more people use their front yards they would meet their neighbors more often. She thought it give a whole different character than a sad, sod lawn. She disagrees with everything in the plan, except that stockade fences should be landscaped. A chain link fenced covered with vinyl will rot and fall off. Chain linked fences covered in plastic will pollute our waterways and get into our children's stomachs. I think we need to think carefully about making regulations that people are going to live by for 20 years.

Ryan Strom asked if an ordinance adopted and your fence is nonconforming and you sold your house, would the buyers need to conform.

Stephen Mayer said no it would be a nonconforming fence that applies to all the rules of nonconformity. So as long it is permitted it would allow it to continue to exist as long as more than 50% of it is not damaged or needs to be moved or expanded. We do allow maintenance of the fence, so it the poles are still intact then that kind of maintenance can still happen without a new permit.

Ryan Strom asked how someone could get an Administrative Variance for a fence. He brought this up from personal experience.

Stephen Mayer said were not recommending any changes to the Administrative Variance process so those fences are part of something our director could do. We look for public input.

Ryan Strom suggested reaching out to the Realtor Association.

Bill Mathers suggested looking at the height of the fence by the garage for cars backing out and their right of way.

Christina de la Vega said there is a beautiful fence on 5th St. and under these new regulations they would probably not be allowed to build that fence. We should encourage people to use their yard and liked 6 foot instead of 4 foot fences. She said there are some very tall hedges and didn't think they were a problem.

Kev Freeman said they've had inquiries for 6 foot panel fences in the front yard. The issues between hedges and fencing are two different things. If we had the option we would try to negotiate with applicant for different style of fence or landscaping, we would get objections from neighbors on that street. Imagine if a PUD came in front of you and they wanted that down a residential street, that would be thrown away. If someone came in and had landscape and visual interest it would be a different matter. Please do not get confused, about what we are trying to do. It is not to ban or prohibit particular fences; we are trying to get a better visual for the residents. Also, from a safety point of view we want to know how fences or hedges interact with the street. The questions we are asking is what sort of visual impression, height, fences, and hedges would you want to see. We are all in agreement the sides and rear we need privacy and maintaining code as it is. Our concern is that we did not have any code in the urban district that allowed us to take into account the impact on neighbors.

Li Roberts said we need to recognize there is a difference between fence, hedge and wall. Here are a few things that need to be dealt with. One is your clearance zone between front yard and right of way. Decide whether you definition of a clearance zone is a percentage of that amount of land or is it a set number of feet. Take into account sidewalks and other things. I believe a percentage is the more appropriate way to do it rather than a set number of feet. Take into account if you are allowing any of these you are now creating a problem for those walking on the side walk. It should be go to realtors and condo associations to weigh in. The length needs to have a maximum amount of continuous length with no variation. Need to deal with rust stains. Address driveways and gates. There is a difference between two lane roads, four lane roads and speed limits. There is a difference of corner lots and where they face other properties. Pools need to be addressed at a variance standpoint. Address who will be designing and installing these fences. Deal with front yard parking. Talk to law enforcement and how to deal with house numbers. Deal with signs on these fences. Deal with utility companies with coming onto your yard. Consider lighting on these fences.

Bill Mathers said to add mailboxes.

Mike Herbach said he thought they need to consider streetscape. He does not have a solution and didn't know how they would handle a multi-family area but thought they were heading in the right direction. Everything is a compromise.

Kev Freeman said that our next step is to put this information together then present to City Commission for a discussion item. It will then return to the LPA with a proposed ordinance change and then back to City Commission for approval.

Li Roberts suggested putting something in the utility bills.

Kev Freeman said this is part of the character of the city and what he was afraid of was seeing more of these going into the city. It is a big character change for streets. Local government has its control over right of ways, but it is the community's control beyond that. We have a choice to allow the community to continue or to secure the character of the city.

Li Robert is there a way to halt fencing.

Kev Freeman said it has been halted. Applicants can come in the interim period to negotiate a solution with neighborhood consent. We should have a solution in two months.

Christina de la Vega suggested looking at the right of ways for other ways instead of sod.

Kev Freeman said yes, we will look at that.

ADJOURNMENT: 6:29 PM Motion: Action: Adjourn, Moved by Li Roberts, Seconded by Larry Massing.
Motion passed unanimously.

Michael Herbach, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/13/2019 **Prepared by:** David Dyess, City Manager

Title of Item:

FUTURE OF FLAGLER CENTER

Summary Explanation/Background Information on Agenda Request:

Effective January 1, 2020, we will no longer be leasing the Flagler Center to the current tenant. There has been discussion about the city operating it ourselves as well as some desire from private and non-profit to run the facility. Stuart Mainstreet would like the opportunity to direct lease the facility with the expectation that revenues generated would eventually go to self funding their organization as well as enhancements to their organization and the facility area.

Funding Source:

N/A

Recommended Action:

Discuss options of city run, Mainstreet lease or RFP and give staff direction.