



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 10, 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

PROCLAMATIONS

PRESENTATIONS

1. ENVIRONMENTAL UPDATE - JUNE 2019

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.*

2. APPROVAL OF 05/13/2019 AND 05/20/2019 CCM MINUTES (RC)
3. SUPPORT US-1 AT SW JOAN JEFFERSON WAY ALTERNATIVE 1 (RC):

RESOLUTION No. 57-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION'S BOARD PREFERENCE FOR BUILD ALTERNATIVE #1, AS DESCRIBED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S US-1 AT SW JOAN JEFFERSON WAY PLANNING STUDY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

4. NW DIXIE HWY SIDEWALK EXTENSION PROJECT (RC):

RESOLUTION No. 58-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN

INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE NW DIXIE HWY SIDEWALK EXTENSION PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. BUDGET AMENDMENT FOR PFC SITE INVESTIGATION (RC):

RESOLUTION No. 59-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #8 TO THE 2018-2019 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR A WORK AUTHORIZATION WITH KIMLEY-HORN IN THE AMOUNT OF \$84,675.00 FOR ADDITIONAL WORK RELATED TO THE PER-FLUORINATED COMPOUND SITE INVESTIGATION AT THE PUBLIC SAFETY COMPLEX. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

6. STUART MAIN STREET GRANT (RC):

RESOLUTION No. 54-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL SERVICE AGREEMENT FOR STUART MAIN STREET BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC BENEFITS, REDEVELOPMENT AND MAINTENANCE OF THE STUART MAINSTREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. LEGAL SERVICES AGREEMENT FOR OPIOID PUBLIC NUISANCE (RC):

RESOLUTION No. 56-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH TRAVIS WALKER, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

8. APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES

ORDINANCE FIRST READING

ORDINANCE SECOND READING

9. STUART NEWS MAJOR PUD AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2408-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MAJOR AMENDMENT TO THE STUART NEWS COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT; CHANGING THE NAME OF THE CPUD TO MARTIN COUNTY SCHOOL BOARD CPUD; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

DISCUSSION AND DELIBERATION

10. RESIDENTIAL FENCE REGULATIONS SPECIFIC TO R-2 ZONED PROPERTY AND/OR DUPLEX HOUSING ONLY.

ADJOURNMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: bhogarth

Title of Item:

ENVIRONMENTAL UPDATE - JUNE 2019

Summary Explanation/Background Information on Agenda Request:

Brief presentation and update on issues including water quality monitoring, Lake Okeechobee, and recent State and/or Federal actions.

Funding Source:

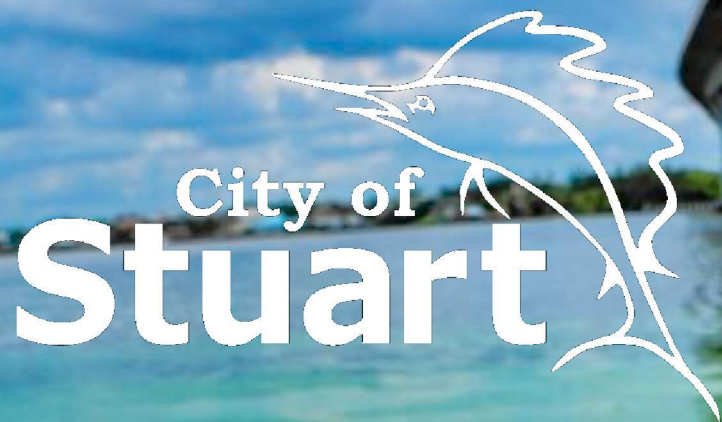
N/A

Recommended Action:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Environmental Update for 6-10-19	5/30/2019	Presentation



ENVIRONMENTAL UPDATE



State of Florida

New Initiatives from Governor DeSantis

- Appointment of Dr. Thomas K. Frazer (Biologist) as Chief Science Officer as of April 1, 2019
- New Blue-Green Algae Task Force established with 5 doctors from across the state
- Focus on funding and restoration initiatives and to make recommendations to expedite nutrient reductions in Lake O. and surrounding estuaries.

06102019 CCM



2019 Legislative Appropriations

Grants, Programs, and Projects

- ✓ Blue-Green Algae Task Force - **\$10,800,000**
- ✓ HAB Mitigations / Emergencies - **\$10,000,000**
- ✓ Implementation of EAA Reservoir - **\$43,824,918**
- ✓ Total funds towards CERP - **\$145,500,000**
- ✓ Northern Everglades Protection / Restoration - **\$32,876,213**
- ✓ Alternative Water Supply Projects (Grant) - **\$39,000,000**
- ✓ Water Quality Improvement Projects (Grant) - **\$50,000,000**
- ✓ ***City of Stuart AWS Project (Grant) - \$250,000**

System Update for May 21, 2019

Area	Lake Okeechobee	WCA-1	WCA-2	WCA-3A	WCA-3B	Holey Land	Rotenberger
Current Level (ft. NGVD)	11.21	16.09	11.74	9.28	7.59	11.55	12.07
Above (+) / Below (-) Regulation Schedule (ft. NGVD)	-1.93	0.34	0.74	-0.29	-0.91	0.55	-0.11
High Water Closure Criteria (ft.)	N/A	N/A	N/A	-0.85	-0.91	-0.95	-1.43
Total Structure Inflow (cfs)	753	288	1,502	1,586	440	0	0
Precipitation (cfs)	1,373	196	1,373	3,139	3,139	589	5,101
Total Structure Outflow (cfs)	1,338	1,102	660	1,601	0	0	0
Estimated Evapotranspiration (cfs)	4,120	1,411	1,327	4,788	962	346	242
Volume Gain (+) / Loss (-)	-3,332	-2,029	888	-1,664	2,617	243	4,859
Precipitation (in.)	0.07	0.01	0.07	0.16	0.16	0.03	0.26
Water Level Trend from a Week Ago (ft. NGVD)	-0.10	-0.07	0.00	-0.10	-0.05	0.11	-0.11

Salinity Conditions for Adult Oysters:

Caloosahatchee

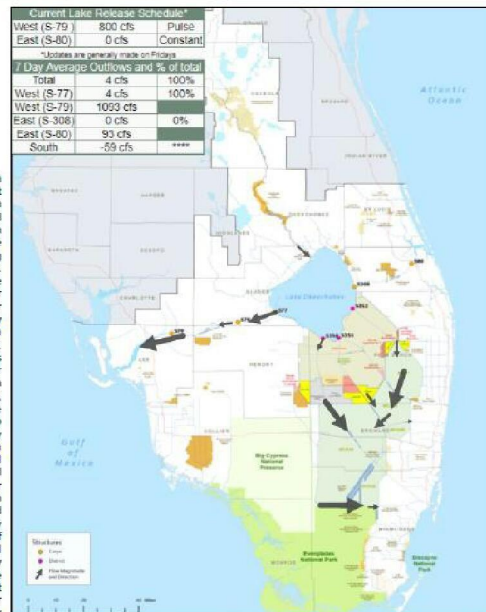
Sanibel: Not Reporting
Shall Point: Good
Cape Coral: Good

Saint Lucie

U.S. 1 Bridge: Good
A1A: Good

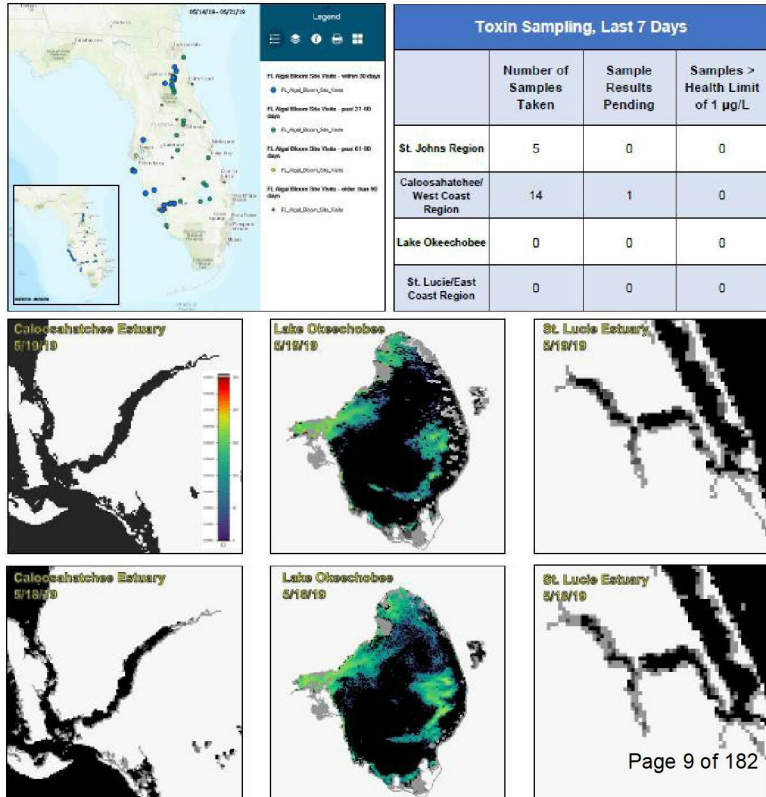
District Rainfall 3-Day Average (in.): 0.178

District Rainfall Forecast: A mid- to upper-level trough over the southwestern Atlantic should gradually shift eastward today as weak surface high pressure remains in place offshore the northeast coast of Florida. Upper-level convergence on the backside of the trough is resulting in large-scale sinking, warming, and drying of the atmosphere aloft across the Florida peninsula, all of which are strong negative factors favoring suppressed rain activity. Furthermore, the warming of the mid-levels of the atmosphere is contributing to greater static stability, another element that would weigh against rain production. Drier air over the Bahamas reaching the east coast early today should also inhibit rains along or near the east coast, with considerably less today compared to yesterday. Nevertheless, some shower and thunderstorm activity is expected to form from the south-central interior to the lower Kissimmee Valley in association with the east coast sea breeze that should already be well inland by mid-afternoon, with more over the south relative to the north. With the steering flow easterly to northeasterly today and over a deep layer, afternoon rains could progress inland more rapidly than yesterday and reach a maximum over the western interior to the west coast later in the day. Overall, total District rainfall is forecast to be lower than yesterday's total (0.07") and well under the daily climatological average for the fourth week of May (0.16"). A mid-level ridge of high pressure is expected to form over the southeastern United States today and tomorrow and strengthen considerably by late week as it anchors itself over north Florida and the Gulf during the weekend. The sprawling high pressure area and its associated warming and drying aloft should greatly suppress shower and thunderstorm activity across the District from the middle part of this week through at least early the following week, with little to no rainfall likely over that period of time. Near-record or record heat is also likely to build over the interior of Florida through the west coast perhaps as soon as Friday and more likely over the weekend into early next week. Additionally, the extreme heat, lack of cloud cover, low relative humidity around peak heating, light wind, and high sun angle should contribute to greater-than-average evapotranspiration rates for an extended period of time. For the week ending next Tuesday morning, the deterministic total QPF is a paltry 0.04" or less than 5% of normal (weekly average is 1.16"), with the probabilistic model output not optimistic about anything greater than a tenth of an inch. Indicators are that the exceptionally dry conditions from this week would extend into at least mid-week next week, with some hints that late next week/weekend there would be the potential for a return to near-normal conditions. The prolonged period of dryness also means a late start to the wet season, which stands a good chance of being delayed into the first few days of June.



Blue-Green Algae Update

The most recent satellite imagery shows a slight decrease in bloom concentration and coverage over Lake Okeechobee. Approximately 33% of the lake appears to have bloom potential. The estuaries seem to remain free of bloom potential. Bloom conditions are subject to change rapidly due to changing environmental conditions (wind, rain, temperature, etc.). DEP toxin sampling conditions with no recent samples returning toxin concentrations greater than 1 µg/L. DEP is coordinating with FFWCC to identify the filamentous blue-green algae that has been observed along the Sarasota coast. Salinity conditions in the estuaries are in the good range for adult oysters. Corps discharges from the Lake yesterday were 0 cfs to the east, 855 cfs to the west, and 683 cfs to the south.



EYEONLAKEO.COM

May 21, 2019



- Created and updated by Todd Thurlow as a contribution to the community
- Includes both satellite imagery of Lake O. blooms and other useful data, graphs, and tools

An aerial photograph of a large, dark body of water, possibly a reservoir or lake, surrounded by green agricultural fields and numerous white, fluffy clouds. The water is the central focus, with the land and clouds framing it.

Questions?

Thank You

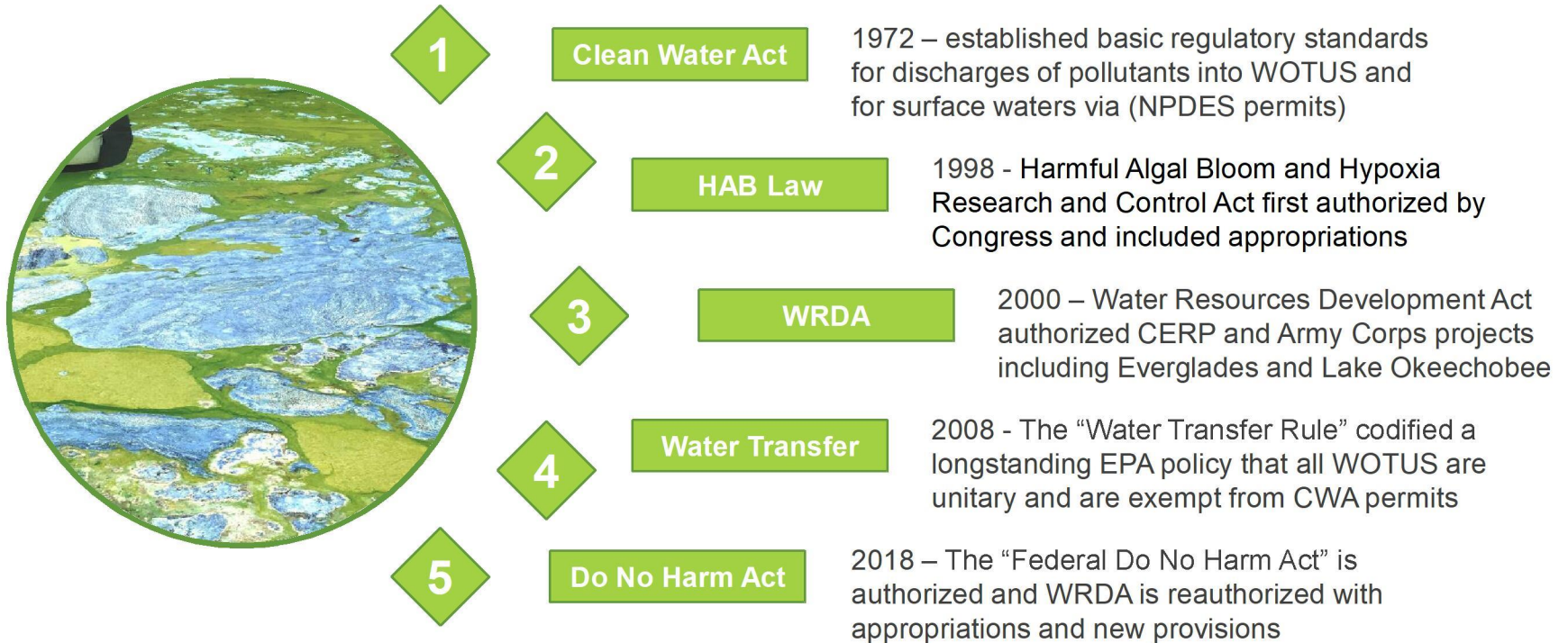
Reference Section

Following slides are retained for informational purposes



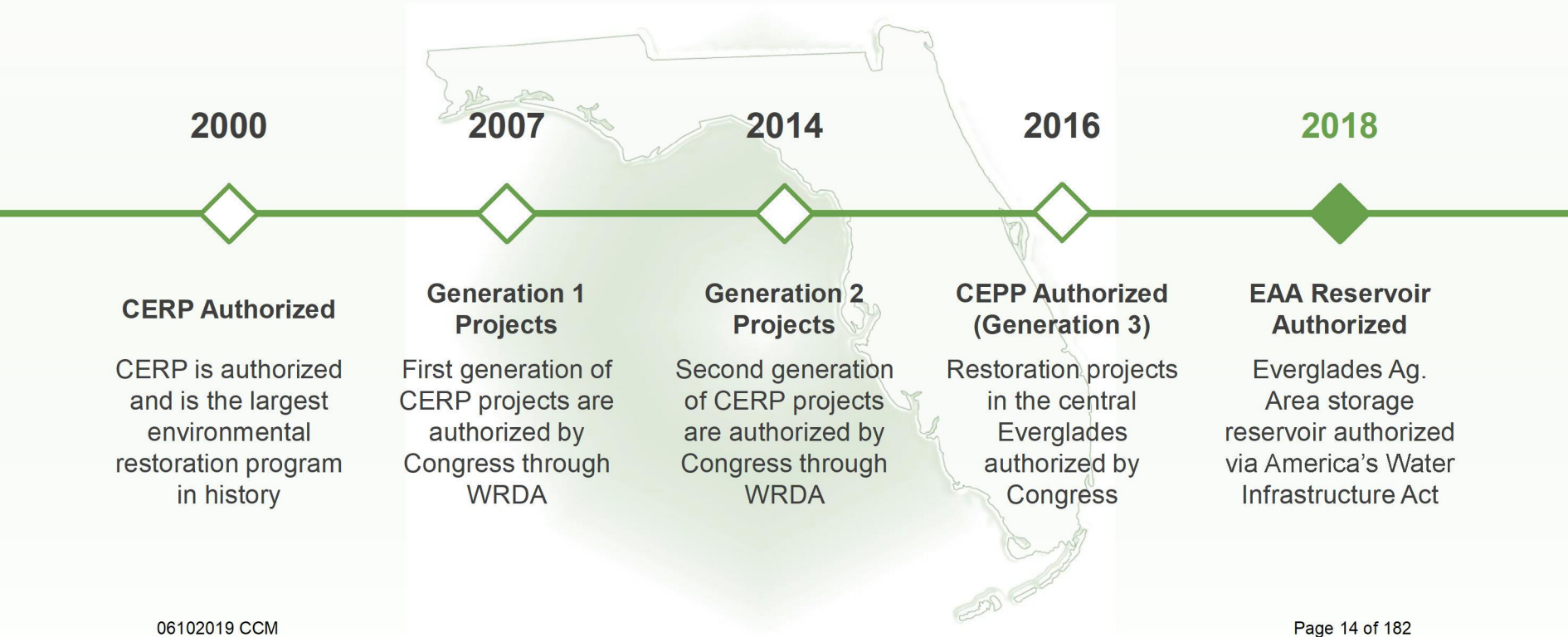
Environmental Legislation and Policy

Overview of critical laws and congressional authorizations



CERP Timeline

Comprehensive Everglades Restoration Plan congressional authorization history



Marine Algae

(Seaweed, kelp, and other non-plant cellular organisms)



Green Algae – “*Chlorophyta*” consist of more than 4,000 species (new classification), typically found in shallow bodies of water.



Red Algae – “*Rhodophyta*” consist of more than 6,500 species of which 200 are freshwater based. (Red Tide specifically linked to *Karenia brevis* – an algae that produces brevetoxin).



Brown Algae – “*Phaeophyta*” consist of more than 1,500 species and the most complex of algae variations.

Blue Green Algae (BGA)

“Cyanobacteria” aka *Cyanophyta*



- Simplest form of algae (many unicellular) with tens of thousands of known species
- Not all BGA produce toxins
- Toxins released when cell wall is ruptured or cellular decay occurs
- Microcystin (hepatotoxin) primary known toxin can be absorbed through skin contact, ingestion, and/or inhalation

Known Algae Toxins

Toxin Types	Examples	Effects
Neurotoxins	Anatoxin-a, Anatoxin-a(s), Saxitoxin, Neosaxitoxin	Affects central nervous system, causes seizures, paralysis, respiratory failure, and death
Hepatotoxins	Microcystins, Nodularins, Cylindrospermopsin	Affects liver, causes hemorrhaging, tissue damage, tumors, liver cancer, and death
Dermatotoxins and Gastrointestinal toxins	Aplysiatoxins, Lyngbyatoxin-a, lipopolysaccharide endotoxins	Affects skin and mucous membranes, causes rashes, respiratory illness, headache, and stomach upset
Cytotoxins	Cylindrospermopsin	Affects liver and other organs, causes chromosome loss, DNA strand breakage, and organ damage

*BMAA (beta-Methylamino-L-alanine) - a cyanobacterial metabolite believed to be the causative or a contributory factor in the development of non-familial neurodegenerative diseases (like ALS, Parkinson's, and Alzheimer's)

Exposure and Diet

Is consumption of local fish / shellfish dangerous?

- Current science extremely limited.
- Bivalves (oysters, mussels, clams, scallops, etc.) – particularly dangerous to consume during or after an algal bloom.
- “Red Tide” can take months to flush out of bivalves after exposure.
- Link between BMAA at high levels in brains of dead dolphins – shows the toxin can cause plaques and tangles in brain.
- Benthic-oriented (bottom feeding) fish / organisms of special concern.

“The consumption of algal cells was the main factor to influence the accumulation of MCs by fish. Smaller fish accumulated more MCs in their kidneys and hearts. The ADI (acceptable daily intake) values based on the consumption of these four fish all exceeded the provisional tolerable daily intake (TDI) proposed by the WHO” (World Health Organization).

06102019 CCM

Page 18 of 182

[*\(Junmei Jia, Wei Luo, Yonglong Lu, John P. Giesy, 2014\)*](#)

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 05/13/2019 AND 05/20/2019 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes

ATTACHMENTS:

Description	Upload Date	Type
▣ 05/13/2019 CCM Minutes	5/31/2019	Attachment
▣ 05/20/2019 CCM Minutes	5/31/2019	Attachment

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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**

ROLL CALL



5:30 PM Roll Call.

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

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT

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

**Martin County High School Art Department showed a brief video of the preparation
and ribbon cutting celebration of the mural displayed on the wall of the Prescription
Shop on Colorado Avenue.**

**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**

The Stars Over Stuart winners performed for the Commission and audience.

PROCLAMATIONS

 **5:48 PM 2. MENTAL HEALTH AWARENESS MONTH - MAY 2019**

President and CEO of New Horizons, George Shopland came forward to accept the Proclamation and said a few words on the importance of the discussion of mental health.

 **5:51 PM 3. SAFE BOATING WEEK 2019**

Dawn Muller, Flotilla Vice Commander of the USCG Auxiliary Flotilla 59 Stuart came forward to accept the proclamation and addressed boat safety.

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

Milton Leggett, Deputy Public Works Director, on behalf of the American Public Works Association (APWA) accepted the Proclamation and briefly talked about what the APWA does in the community.

PRESENTATIONS

 **5:58 PM 5. ACKNOWLEDGE CHARACTER COUNTS GOALKEEPER STUDENTS**

Anne Ellig, Recycling and Conservation Coordinator briefly presented on the Character Counts Goalkeepers and introduced Adrianna Mancini, founder of Students 4H20. Adrianna thanked the commission for their support and introduced various teachers and principals who have made a difference in this program. Victoria Defenthaler, Martin County School District Board Member, came forward to award five students who have modeled good character within their City school and who are making a positive environmental impact in our community.

**Ben Cermenio, Felix A. Williams Elementary
Vanessa Billings, Jensen Beach Elementary School
Natalie Tobaisz, JD Parker Elementary
Tyler Daniel, Stuart Middle School
Noa Vignone, Stuart Middle School**

 **6:16 PM 6. OCEAN FRIENDLY RESTAURANTS BY THE SURFRIDER FOUNDATION**

Tom Smith, Treasure Coast Chapter Chairman, presented on the purpose of the Surfrider Foundation, to keep the ocean clean. They encourage the reduction of plastic consumption and work with local restaurants on the elimination of straws and stirrers. Restaurants that participate as Ocean Friendly must follow certain criteria; no Styrofoam, straws provided only upon request, recycling, no plastic bags, etc.

 6:25 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- Announced and congratulated the Stuart Fire Rescue Department on receiving the ISO Class 1 rating. Stuart is 1 out of 348 communities in the nation to receive the Class 1 rating. It was in partnership with the Public Works Department as well.

City Manager Dyess explained the rating and recognized Chief Vince Felicione for making this rating his goal and achieving it.

Commissioner Matheson

- Thanked Chief Felicione.
- Announced the Surfrider Foundation Off-Shore Drilling protest happening on Saturday, May 18th at Stuart Beach.
- Commented on Lake Okeechobee's height as we are in the rainy season. The City needs to be prepared to issue the proper notifications to the public if discharges occur.
- Commented on the Water Ambassador Program to be held on May 21st presented by UF IFAS and Martin County.

Commissioner Meier

- Request to pull Item #11 from the Consent Calendar so that he may excuse himself from the vote due to a conflict.
- Commented that the Legislative session has ended and he has asked Patricia Christensen of the Florida League of Cities to present at the next Commission Meeting with a Legislative update.

Vice Mayor Clarke

- Thanked the students and parents who participated in this meeting.
- Commented that she is receiving emails from Caryn Yost Rudge and requested an update.

City Attorney Mortell provided a brief update.

- Interested in recognizing the Prescription Shop with a letter or Proclamation for the mural.

Mayor Bruner

- Commented on a call from a citizen regarding Florida Statute 790.25 on fire arms. The citizen is not in attendance tonight.

 6:38 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- **Commented that the annual Law Enforcement Memorial Service is being held in Sewall's Point on Wednesday at 10 AM in recognition of law enforcement officers who have fallen in the line of duty.**
- **Announced that Commissioner Meier received a Home Rule Hero award by the League of Cities for his work in Tallahassee in protecting local government.**

Commissioner Clarke requested to pull Item #8 from the Consent Calendar for explanation purposes.

APPROVAL OF AGENDA

 **6:38 PM Motion: Move approval of the Agenda.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

 **6:39 PM FROM THE PUBLIC (5 min. max)**

- 1) **Cristina Maldonado – 7th Street; Commented that she cleans the beach multiple times a week and sees all the litter. She is pleased to see all the students and Surfrider's are doing. Though there have not been discharges from Lake Okeechobee, C-44 Canal has been open all week.**

CONSENT CALENDAR

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

PULLED 8. PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE SERIES 2019:

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:

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 LOW EST, RESPONSIVE, RESPONSIBLE BIDDER, SUPERIOR WATERWAY SERVICES, INC. OF RIVIERA BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. PUBLIC SAFETY BUILDING HVAC REPLACEMENT:

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.

PULLED 11. LICENSE AGREEMENT FOR COLAB KITCHEN AT BRUNER POND:

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

 **6:41 PM Motion: Move approval of the Consent pulling Items #8 and #11.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Matheson
Motion passed unanimously.

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

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.

Finance Director, Joly Boglioli provided a brief description of this item.

 **6:44 PM Motion: Move approval of Resolution 46-2019.**

Moved by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

 **6:45 PM 11. LICENSE AGREEMENT FOR COLAB KITCHEN AT BRUNER POND:**

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.

Attorney Mortell briefly clarified Resolution No. 53-2019.

 **6:46 PM Motion: Move approval of Resolution No. 53-2019.**

Moved by: Commissioner Glass Leighton

Seconded by: Vice Mayor Matheson

Motion passed 4/1 - Commissioner Meier abstained. Form 8B filed.

COMMISSION ACTION

 **6:47 PM 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.

Commissioner Matheson feels this is a step in the right direction but would like to see the City do more. Coral Gables passed a similar straw and stirrer ban on all City property. Matheson is interested in an Ordinance banning plastic straws, stirrers, and Styrofoam on all City property, and permitted special events.

Attorney Mortell commented that the City owns various properties with long term leases and we would not be able to regulate those properties. In Coral Gables, they are referring to their parks.

Ben Hogarth, Community Affairs Liaison, came forward to explain the reason for this Resolution, and that there are other Cities that have done this and more. He suggested a workshop to review this further.

 **6:47 PM Motion: Move approval of Resolution No. 47-2019.**

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Glass Leighton

Motion passed unanimously.

Brief discussion to clarify the expectations of a workshop.

Public Comment:

- 1) Mark Brechbill – Detroit Ave.; Commented on adding an incentive to the program.**
- 2) Lisa Beagle – Ridge Avenue; Commented on behalf of the Surfriders Foundation, that she has legal, lobbyists, scientists, and collaborator resources to help the City on a ban.**

 **6:56 PM Motion: That in the near future, we have a workshop regarding what restrictions the City can place on single use plastics ranging from city property on out to the City limits.**

Moved by: Commissioner Matheson

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

ORDINANCE FIRST READING

 **7:04 PM 13. RIVER RIDGE ROW ABANDONMENT (QUASI-JUDICIAL):**

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.

Attorney Mortell briefly reviewed the Ordinance.

 **7:04 PM Motion: Move approval of Ordinance No. 2407-2019.**

Moved by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

ORDINANCE SECOND READING

 **7:05 PM 14. SAVANNAH PLACE APARTMENTS RPUD (QUASI-JUDICIAL):**

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.

Six (6) people sworn; Tom Reetz and Kevin Freeman of the City of Stuart Development Department, Joe Capra of Captec Engineering, Doug Fitzwater of Lucido and Associates, Terry McCarthy, Esquire Council, and Steve Garrett of Kennedy Homes.

Tom Reetz, Senior Planner presented on the Savannah Place Apartments and reported that they have received a letter of approval back from the Department of Economic Opportunity (DEO) with no additional comments. Reetz reviewed the property location, landscaping, and the three additional conditions since First Reading; separation burm, landscaping buffers, and additional lighting.

Public Comment:

- 1) Suzy Hutchinson – Sunset Terrace; on behalf of Helping People Succeed, thanked the City for addressing their concerns with lighting and security. Thanked Commissioner Matheson for reaching out to her on this project.**

 **7:11 PM Motion: Move approval of Ordinance No. 2398-2019 on Second Reading.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.**

 **7:12 PM 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.

 **7:12 PM Motion: Move approval of Ordinance No. 2399-2019 on Second Reading.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

 **7:13 PM 16. RESIDENTIAL FENCE REGULATION**

Stephen Mayer, Senior Planner gave a presentation on the City's code in reference to fences.

Commissioner Glass-Leighton stated she is not for over-regulating private property.

Commissioner Matheson agreed with Commissioner Glass Leighton. Inquired on the number of complaints received about fences and commented on encouraging or forcing planting along fencing. Feels the code needs to be reviewed but does not want to over-regulate fences.

Commissioner Meier commented that he agrees about property rights but feels some regulation does not snowball into over-regulation. Their job is to maintain the character of the City and is interested in regulating fences and asked other board members for their thoughts.

Vice Mayor Clarke commented that this is usually dealt with by staff through variances so she wonders if it would be best to wait until if and when it happens again. Clarke asked Attorney Mortell how we do not be arbitrary and capricious.

Attorney Mortell explained the Commissions options, to do nothing and the Code that has been in place for past 20 years remains in place, or make amendments.

Mayor Bruner commented on the fence on Ocean, now that it is built, it is grandfathered in so she does not feel it needs to be changed at this time.

Commissioner Meier asked for the commission to image if every house down the street had a 6 foot fence. Is that the look and feel we want to the City?

 **7:44 PM Motion: Motion to look for staff to look into that more completely and bring it back to us.**

Moved by: Vice Mayor Clarke

Seconded by:

Died for lack of second.

 **7:45 PM Motion: That we instruct staff to bring back regulation that requires some landscaping, different options of landscaping for 6 foot opaque fences of wood or stone or whatever closed fence material, require that staff bring back options for requiring landscaping in front of those front yard closed 6 foot fences.**

Moved by: Commissioner Meier

Seconded by: Vice Mayor Clarke

 **7:50 PM Motion Withdrawn.**

Commissioner Glass Leighton requested clarification on the motion. Feels open-ended requests are given to staff and feels they provided what was asked for and the commission needs to make decisions based on what has been provided.

Meier stated he would like to look at the potential new code, new regulation around the fences on landscaping.

Fence discussion continued briefly.

 **7:55 PM 17. FUTURE OF FLAGLER CENTER**

City Manager Dyess reported that the Flagler Place lease expires on January 1, 2020 and the Commission has previously expressed interest in having the City operate it as a rental facility. The City has also been approached by Stuart Mainstreet who is interested in entering into a direct lease with the City.

Nic Schroth, Stuart Mainstreet President came forward to disclose the plans on leasing Flagler Center. He presented the proposal with a brief Power Point.

Jim Chrulski, Community Services Director explained the comparisons of other local rental venues.

Public Comment:

- 1) Robert Steinberg – California Drive; Read an agreement written about the Flagler Center by past City Manager, Paul Nicoletti. The building was renovated for multi-functional cultural center for the benefit of all.**
- 2) Armond Pasquale – Commented on suggestions to return the Flagler Center back to the community center is once was with various activities available.**
- 3) Mark Brechbill – Detroit Avenue; Commented that the Flagler Center is an important part of our community. In favor of the Mainstreet lease.**

- 4) Mike McCarty – Oriole Avenue; On the Mainstreet committee and supports the Mainstreet lease.

Commissioner Glass Leighton is not interested in going for a profit company. Supports and believes in what the Stuart Mainstreet does for our City.

The commission participated in further discussion with Mr. Schroth, including City use days and the various uses and costs associated with Mainstreet leasing the Center. Mainstreet has requested six (6) month abatement of rent to get their start-up costs going.

Commissioner Clarke asked staff to research the format that the City of Delray Beach has with the Arts Garage and how it operates.

Commissioner Matheson inquired on the Stuart Mainstreet Board.

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

 8:46 PM Motion: Motion that staff goes ahead and draws up the lease for Mainstreet.

Moved by: Commissioner Bruner

Seconded by: Commissioner Meier

Motion passed unanimously.

 8:48 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission
Meeting this 10th day of June, 2019.

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD May 20, 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

 **5:43 PM Roll Call; Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.**

PLEDGE OF ALLEGIANCE

 **5:44 PM PROCLAMATIONS**

1. GARDEN WEEK - JUNE 2-8, 2019

Members of the Garden Club accepted the Proclamation and Deborah Reeves, President announced some of the activities and events the Garden Club participates in and provided the City with a beautiful flower arrangement.

2. PTSD AWARENESS MONTH (JUNE 2019)

Police Chief Joe Tumminelli and Fire Chief Vince Felicione came forward to accept the Proclamation and both chief's commented on the recent PTSD awareness training and the importance of the cultural awareness and thanked Human Resources Director, Roz Johnson for offering the training.

3. FLORIDA WATER REUSE WEEK - MAY 19-25, 2019

Mike Goldberg, Water Reclamation Facility Team Leader came forward to accept the Proclamation and thanked the Commission.

PRESENTATIONS

 **5:59 PM 4. MAY SERVICE AWARDS**

Eileen Finley, Police Department – 5 Years

Tyler Bovee, Police Department – 5 Years

 **6:01 PM 5. EMPLOYEE OF THE MONTH - MAY, 2019**

Willie Hatcher, Utility Senior Maintenance Mechanic graciously came forward to accept the award.

 **6:05 PM 6. LEGISLATIVE UPDATE REGARDING IMPACTS ON CITIES.**

Ms. Patricia Christensen of the Treasure Coast Regional League of Cities was scheduled to present the Legislative Update but she had a family emergency and could not make it. The presentation will be rescheduled.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **No comments**

Commissioner Matheson

- **No comments**

Commissioner Meier

- **Commented on the fence issue and would like the Commission to revisit regulating fences with a more narrow scope; discussing regulating fences in R2 duplexes only.**

Public Comment:

- 1) **Christia Li Roberts- Pine Lake Drive; Questioned whether the issue would be brought before the Local Planning Agency. When it was before the LPA, it was just for input, not discussion and no opportunity to provide the City more information on the matter.**

Attorney Mortell responded that if after the D & D, they were instructed to do an Ordinance, that would go back to the LPA for review as a zoning type regulation but if there is no direction, it would not.

Kevin Freeman briefly reviewed the purpose of the upcoming discussion.

 **6:08 PM Motion: I would make a motion that we have staff bring to us draft language regarding six foot closed fences in the front yard of R2 zone duplexes. [I'm talking about 6 foot closed or opaque fences in R2 zone.][As a D & D]**
Moved by: Commissioner Meier
Seconded by: Commissioner Matheson
Motion passed unanimously.

Meier – comments continued

- **Commented that he attended the Hands Across the Sand and beach clean-up event hosted by the Surfrider Foundation on Saturday at Stuart Beach.**
- **Attended a benefit show for our local Stuart Chapter of PFLAG, Parents and Friends of Lesbian and Gay Children, they meet on the 2nd Wednesday of every month at Starstruck.**

Vice Mayor Clarke

- **Commented that she attended the ribbon cutting ceremony at the new Dog Stop Dog Training Facility.**
- **Attended the event, Hands Across the Sand.**

Mayor Bruner

- **Commented that she also attended the Hands Across the Sand, complimenting Mark Perry and Jacqui Thurlow Lippish, and feels that a lot of the work came from Martin County.**

 **6:19 PM COMMENTS BY CITY MANAGER**

City Manager Dyess

- **Announced clarification on some comments about Flagler Center being given to Stuart Mainstreet. He clarified that the current tenant was at the end of their lease term with an option to renew. The City decided not to renew due to some financial lease violations. Mainstreet's proposal went before the Commission, it was not taken from the current tenant to be given to Mainstreet.**
- **Announced the upcoming Special Commission Meeting – Plastics Workshop on June 6th at 4:00 p.m.**

Vice Mayor Clarke commented that she is interested in attending the National League of Cities Conference, Black Caucus Committee in Jackson, Mississippi instead of the Florida League of Cities Conference this year.

City Manager Dyess will review the two conferences and get back to her.

APPROVAL OF AGENDA

 **6:21 PM Motion: Move approval of the Agenda.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke

Motion passed unanimously.



6:22 PM COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Lisa Beagle – Ridge Avenue; Commented on behalf of Surfrider Foundation, read various environmental impacts of oil drilling.**
- 2) Mark Perry – Ocean Blvd.; Commenting on Item #8 in support, banning together to stop the oil and gas expiration.**

Commissioner Matheson requested to pull Item #8 from the Consent calendar.

CONSENT CALENDAR

7. SUPPORTING U.S. HOUSE RESOLUTION 763 RELATING TO THE ENERGY INNOVATION AND CARBON DIVIDEND ACT OF 2019:

RESOLUTION No. 51-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING UNITED STATES HOUSE RESOLUTION 763, WHICH WILL IMPOSE A FEE ON THE CARBON CONTENTS OF FUEL, INCLUDING CRUDE OIL, NATURAL GAS, COAL, OR ANY OTHER PRODUCT DERIVED FROM THOSE FUELS THAT WILL BE USED SO AS TO EMIT GREENHOUSE GASES INTO THE ATMOSPHERE; AND PROVIDING FOR AN EFFECTIVE DATE.

PULLED 8. OPPOSING PLANS BY THE U.S. BUREAU OF OCEAN ENERGY MANAGEMENT TO OPEN THE ATLANTIC OUTER CONTINENTIAL SHELF TO THE EXPLORATION OF OIL AND GAS PRODUCTION:

RESOLUTION No. 52-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING PLANS BY THE U.S. BUREAU OF OCEAN ENERGY MANAGEMENT TO OPEN THE MID AND SOUTH ATLANTIC OCEAN TO OFFSHORE OIL DRILLING AND ASSOCIATED EXPLORATION ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF CONSENT CALENDAR



**6:29 PM Motion: Move approval of the Consent Agenda with the Item #8 pulled .
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.**

8. OPPOSING PLANS BY THE U.S. BUREAU OF OCEAN ENERGY MANAGEMENT TO OPEN THE ATLANTIC OUTER CONTINENTIAL SHELF TO THE EXPLORATION OF OIL AND GAS PRODUCTION:

RESOLUTION No. 52-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OPPOSING PLANS BY THE U.S. BUREAU OF OCEAN ENERGY

MANAGEMENT TO OPEN THE MID AND SOUTH ATLANTIC OCEAN TO OFFSHORE OIL DRILLING AND ASSOCIATED EXPLORATION ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Matheson commented that with the past oil spill, the effects went on for years and wanted to remind all about that.

 **6:32 PM Motion: Motion to approve Item #8.**

Moved by: Commissioner Matheson

Seconded by: Commissioner Meier

Motion passed unanimously.

COMMISSION ACTION

ORDINANCE FIRST READING

 **6:33 PM 9. STUART NEWS MAJOR PUD AMENDMENT (QUASI-JUDICIAL):**

ORDINANCE No. 2408-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MAJOR AMENDMENT TO THE STUART NEWS COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT; CHANGING THE NAME OF THE CPUD TO MARTIN COUNTY SCHOOL BOARD CPUD; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Two people sworn; Kevin Freeman and Tom Reetz of the Development Department.

Tom Reetz, Senior Planner presented on the Major Amendment to the PUD CPUD to allow government office and change the name to Martin County School Board CPUD.

Tyson Waters, Attorney of Fox McCluskey Bush Robison Law Firm, on behalf of the Martin County School Board, announced that they are under contract to purchase the Stuart News property to operate the School District in one location. Agree with the LPA and staff's recommendation. Asked that City staff have the ability through an administrative action, to address any parking issues.

Commissioners asked various questions to Tyson Waters.

 **6:47 PM Sworn in: Christi Li Roberts, LPA Board and School Board Member commented that the School Board will often move their meetings to a larger location when a large audience is expected.**

 **6:48 PM Motion:** Upon first reading of Ordinance No. (2408-2019), I can't see the number so, the Stuart News Major Amendment PUD, I move approval of staff recommendation.

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Matheson

Motion passed unanimously.

ORDINANCE SECOND READING

 **6:49 PM 10. RIVER RIDGE (PALM BEACH ROAD) ROW ABANDONMENT (QUASI-JUDICIAL):**

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.

Attorney Mortell briefly reviewed the Ordinance and states that there were no changes from First Reading.

 **6:50 PM Motion:** I move approval of Ordinance No. 2407-2019.

Moved by: Commissioner Meier

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 10th day of June, 2019.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019 **Prepared by:** Tim Voelker, P.E. - Assistant Public Works Director/City Engineer

Title of Item:

SUPPORT US-1 AT SW JOAN JEFFERSON WAY ALTERNATIVE 1 (RC):

RESOLUTION No. 57-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION'S BOARD PREFERENCE FOR BUILD ALTERNATIVE #1, AS DESCRIBED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S US-1 AT SW JOAN JEFFERSON WAY PLANNING STUDY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the January 14, 2019 City Commission meeting, the Florida Department of Transportation (FDOT) presented the SR 5 / US-1 at SW Joan Jefferson Way Planning Study. An overflow on the southbound left turn lane onto Joan Jefferson Way creates potential safety and operational issues on the Roosevelt Bridge, which was first identified by FDOT in the US 1 Multimodal Corridor Study completed in April 2015. The purpose of the SW Joan Jefferson Way Planning Study was to analyze existing traffic volumes and patterns, as well as, consider various build alternatives for the intersection. Four alternatives were developed for consideration and the pros and cons of each was presented at the January 14, 2019 Commission meeting.

The Martin County Metropolitan Planning Organization's (MPO) Board unanimously approved Build Alternative #1 on September 17, 2018. Build Alternative #1 consists of extending the US 1 southbound left turn lanes to Joan Jefferson Way and Ocean Boulevard, traffic signal phasing changes, and installation of flashing beacons and detection cameras along Joan Jefferson Way.

Funding Source:

N/A

Recommended Action:

Support the MPO's Board preference for Build Alternative #1.

ATTACHMENTS:

Description	Upload Date	Type
▣ R57-2019; Build Alternative #1 US-1 at SW Joan Jefferson Way	5/31/2019	Resolution add to Y drive
▣ Letter from MPO to FDOT	5/29/2019	Backup Material
▣ January 14, 2019 FDOT Presentation	5/29/2019	Backup Material



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

RESOLUTION NUMBER 57-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION'S BOARD PREFERENCE FOR BUILD ALTERNATIVE #1, AS DESCRIBED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S US-1 AT SW JOAN JEFFERSON WAY PLANNING STUDY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart supports the Martin County Metropolitan Planning Organization's (MPO) Board preference for build alternative #1, as described within the Florida Department of Transportation's (FDOT) US-1 at SW Joan Jefferson Way planning study.

WHEREAS, Build Alternative #1 consists of extending the US-1 southbound left turn lanes to Joan Jefferson Way and Ocean Boulevard, traffic signal phasing changes, and installation of flashing beacons and detection cameras along Joan Jefferson Way.

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

SECTION 1: The City Commission of the City of Stuart supports the Martin County MPO's Board preference for build alternative #1, as described within the FDOT's US-1 at SW Joan Jefferson Way Planning Study.

SECTION 2: This Resolution shall become effective upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2019.

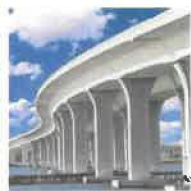
ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY



MARTIN MPO

METROPOLITAN PLANNING ORGANIZATION

3481 S.E. Willoughby Boulevard, Suite 101
Stuart, Florida 34994
<http://www.martinmpo.com>

October 4, 2018

VINNY BARILE

Chairman
Commissioner For
The Town of Sewall's Point

EDWARD CIAMPI

Martin County Commissioner

EULA R. CLARKE

Commissioner For
The City of Stuart

SARAH HEARD

Martin County Commissioner

HAROLD JENKINS

Martin County Commissioner

MERRITT MATHESON

Commissioner For
The City of Stuart

DOUG SMITH

Martin County Commissioner

ANTHONY DOWLING

Indiantown Council Member



TELEPHONE:
(772) 221-1498

FAX:
(772) 288-5789

Mr. Gerry O'Reilly, District Secretary
Florida Department of Transportation
3400 W. Commercial Blvd.
Ft Lauderdale, FL 33309-3421
Sent via email and U.S. Mail

Re: US-1 at SW Joan Jefferson Way Planning Study
FPID No.: 438354-2-22-01

Dear Mr. O'Reilly:

Thank you to the Florida Department of Transportation (FDOT) staff that presented the US-1/SW Joan Jefferson Way Planning Study at the Martin MPO Policy Board meeting on September 17, 2018. The MPO Board unanimously approved Build Alternative #1 which reflects the MPO's Priority of extending the US-1 southbound left-turn storage at the SW Joan Jefferson Way intersection. In addition, the MPO Board requested that the same presentation be made at a City of Stuart Commission meeting, as this study addresses alternatives that would significantly impact the transportation network in Downtown Stuart.

Thank you for your understanding of this request and if you have any questions, please do not hesitate to contact Beth Beltran at (772) 288-5484 or bbeltran@martin.fl.us.

Sincerely,


Vinny Barile
MPO Chairman
Commissioner, Town of Sewall's Point

VB/BB/bg

cc: Martin MPO Board Members
David Dyess, City Manager, City of Stuart
Mayur Patel, FDOT
Christine Fasiska, FDOT
Yanique Kelly, FDOT
Alex Estrada, FDOT



SR 5/US-1 AT SW JOAN JEFFERSON WAY

Martin County, Florida | FPID No.: 438354-2-22-01

Planning Study

City of Stuart
Commission Meeting

January 2019

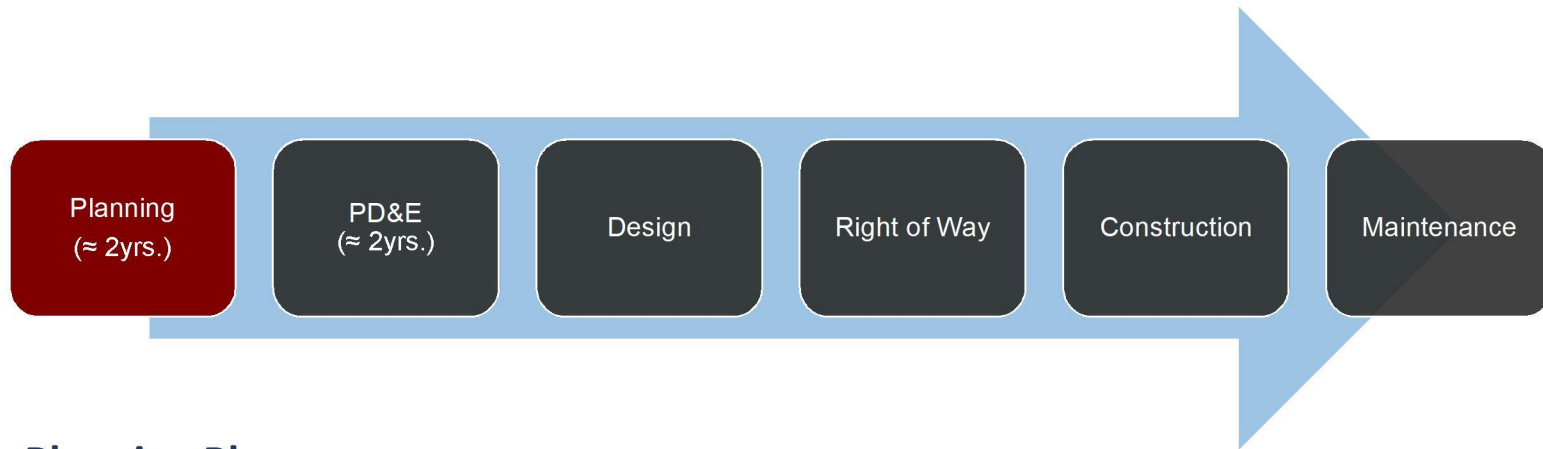


Project Objective

Address congestion and safety concerns at the intersection of SR 5/US-1 and SW Joan Jefferson Way.

Project Goals

- 1 Develop and evaluate improvements to address project needs
- 2 Develop an action plan with a prioritized list of short and long term improvements

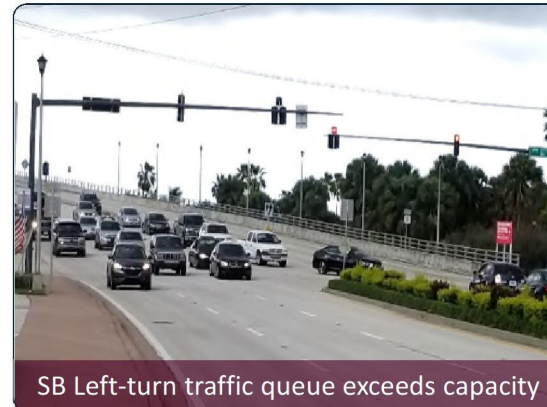


Planning Phase

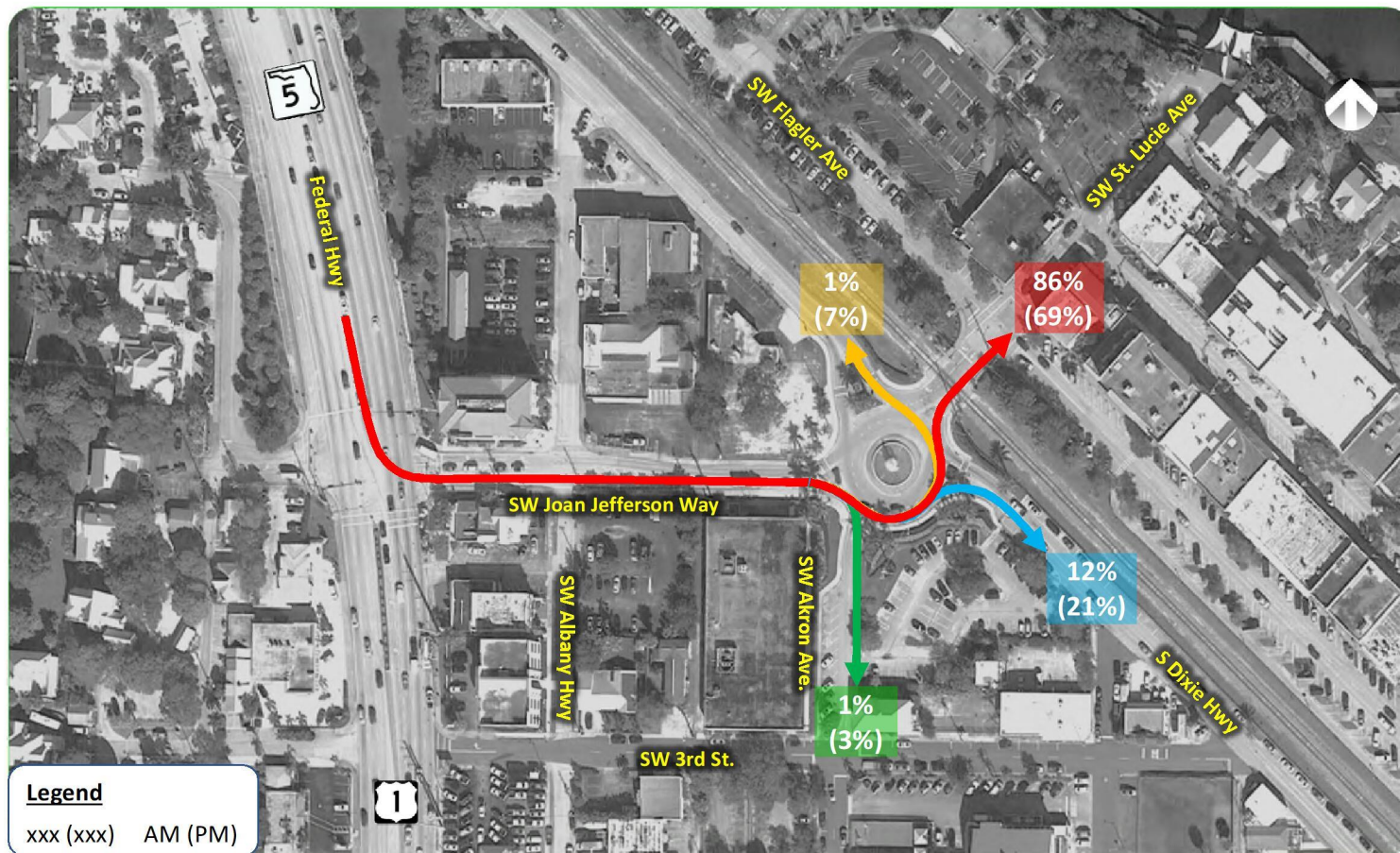
- Identify short term and long term needs for a 20 year horizon based on MPO approved socio-economic data
- Develop preliminary design concepts, cost estimates, and identify potential impacts for further study
- Identify course of action and project programming



- Primary southbound gateway into Downtown Stuart
- Inadequate storage for southbound left-turn queues at Joan Jefferson Way
- Residual delays from the railroad crossing and bascule bridge along S Dixie Highway
- Lack of west to east access at SW Ocean Blvd/Dixie Hwy



Southbound to Eastbound Traffic Distribution



■ New Developments

1. Azul Apartments - Stuart Triangle planned residential development
2. Seminole Bluff - Planned luxury apartments along Seminole Street
3. Planned expansion project for the City of Stuart Cultural Arts Center
4. The Sovana at Stuart - proposed 182-unit apartment complex

■ Travel Demand (2010 – 2040)

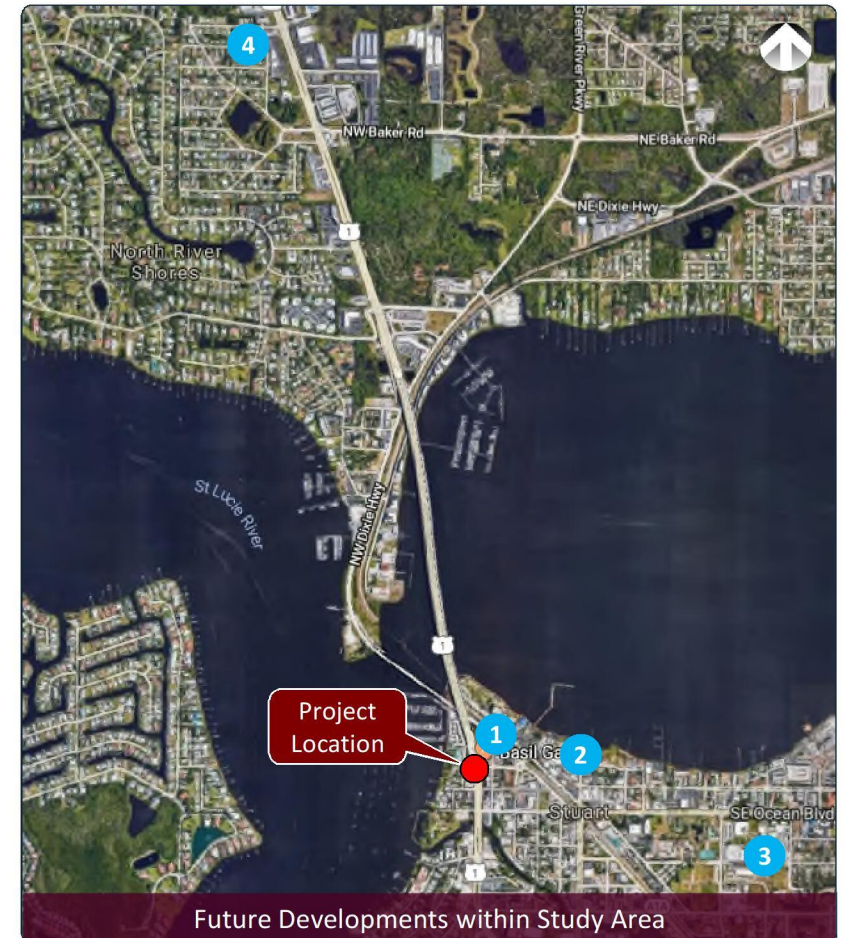
Population



Employment



Traffic



▪ No-Build

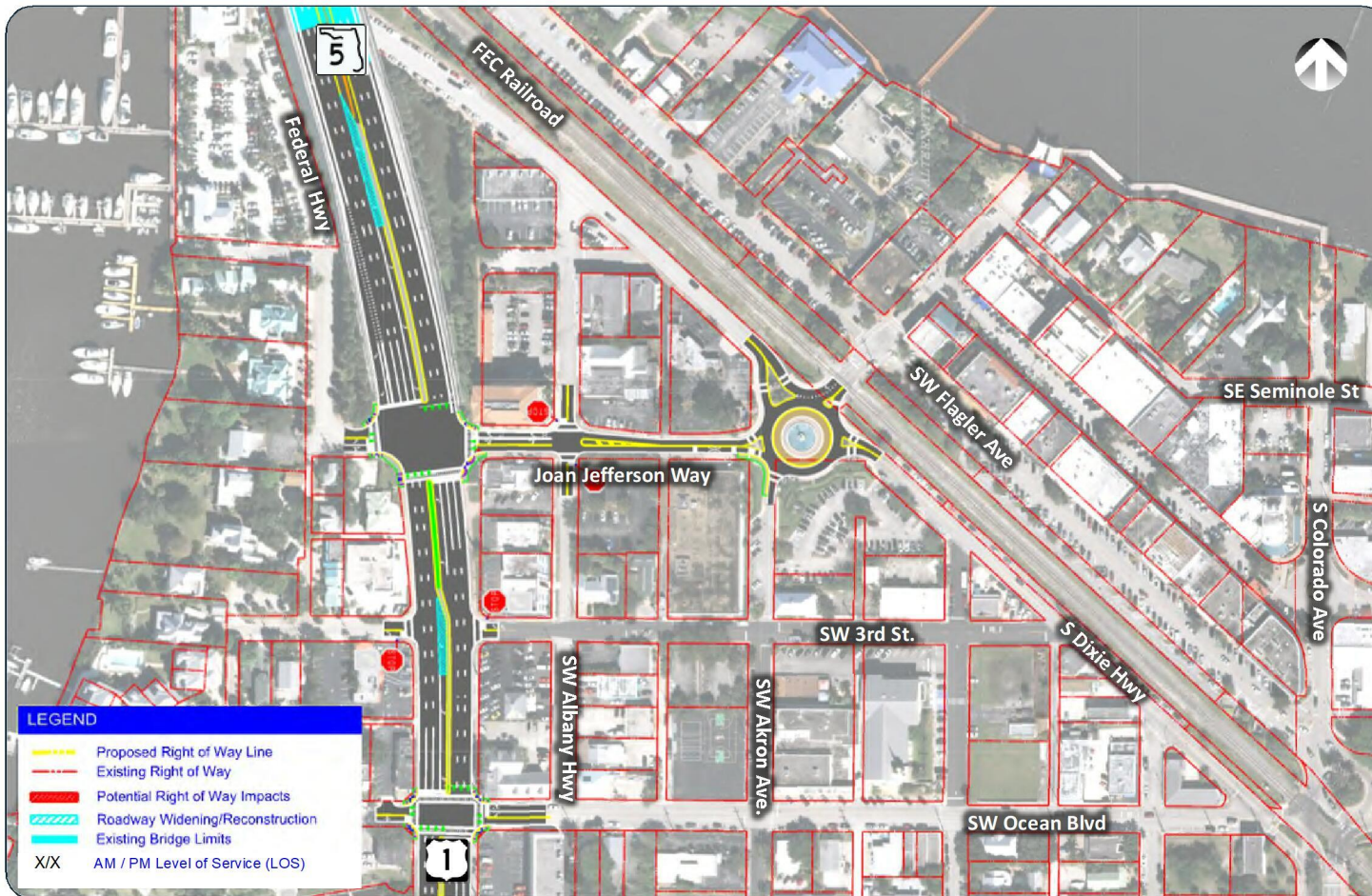
- Serves as a baseline for comparison of the Build Alternatives

▪ Transportation System Management and Operations (TSM&O)

- Implement ITS strategies to optimize the performance of existing facility
 - Queue detection camera for EB traffic along SW Joan Jefferson Way
 - Signal timing optimization for SB left-turn movement
 - Provide train activated flashing beacons at roundabout EB approach

▪ Build Alternatives

- Build Alternative 1: Extend existing SB left-turn storage
- Build Alternative 2: Dual SB left-turn lanes + WB right-turn only
- Build Alternative 3: Dual SB left-turn lanes + One-way EB roadway
- Build Alternative 4: Dual SB left-turn lanes + One-way Pair

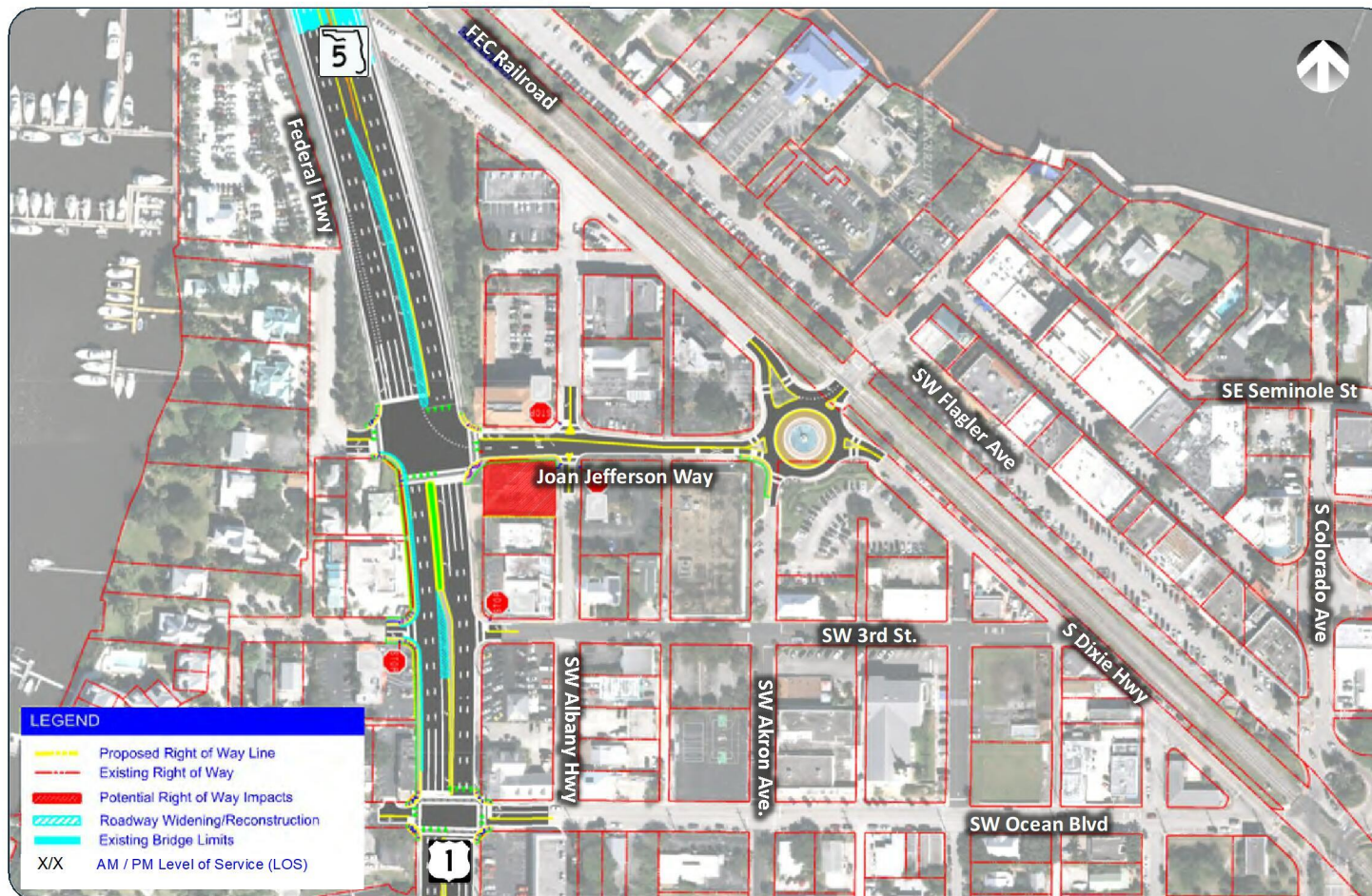


+ PROS

- Minimal right of way impact
- Maintains existing traffic patterns and access
- Least construction cost and easiest to implement

- CONS

- Does not accommodate the future SB left turn queue demand
- Does not significantly improve operations and safety
- Does not satisfy the project objective

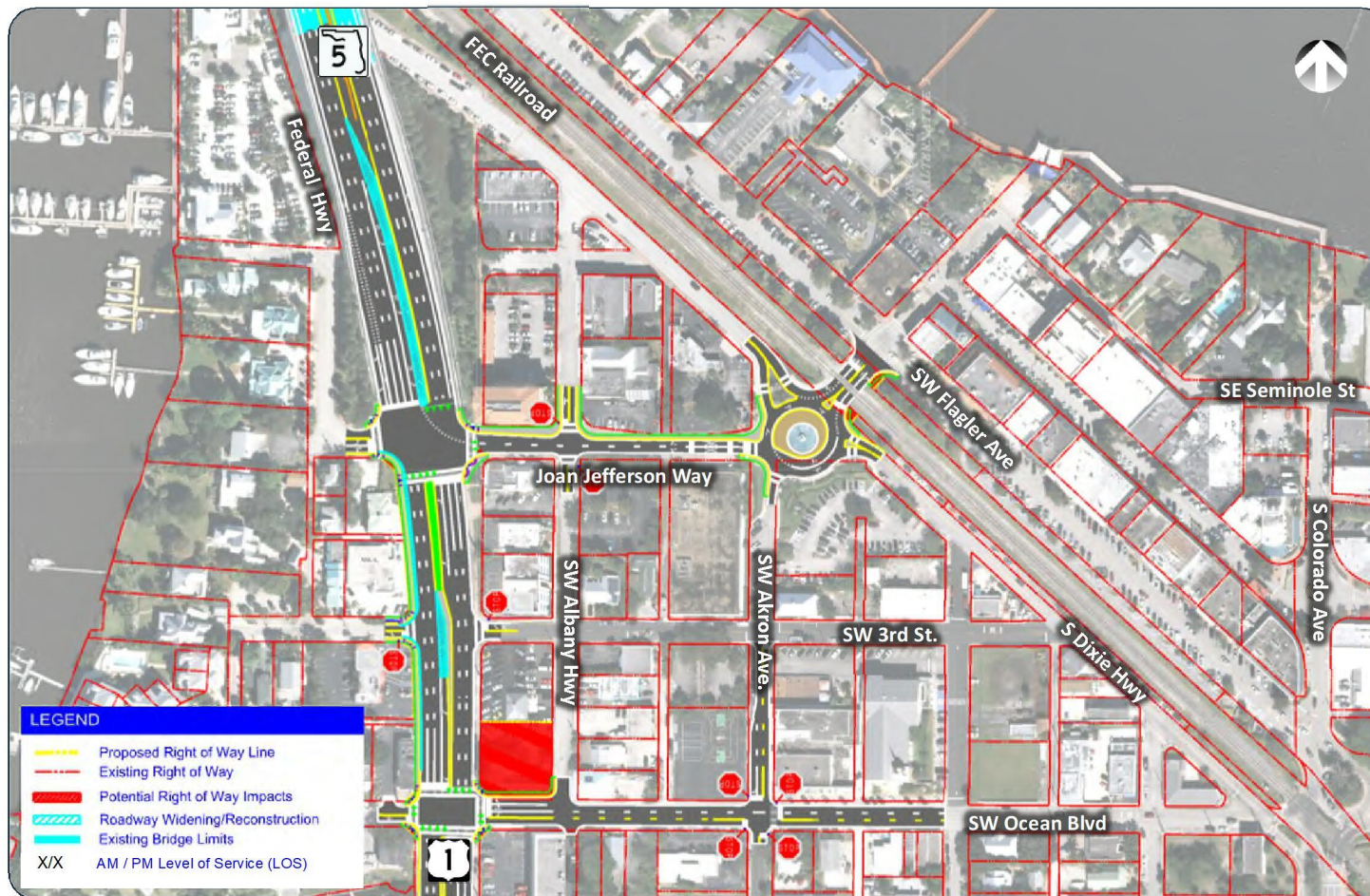


+ PROS

- Accommodates SB left turn queues
- Provides some operational and safety improvements
- Maintains most of the existing traffic patterns

- CONS

- Does not provide long-term traffic operational relief
- Requires significant right of way acquisition

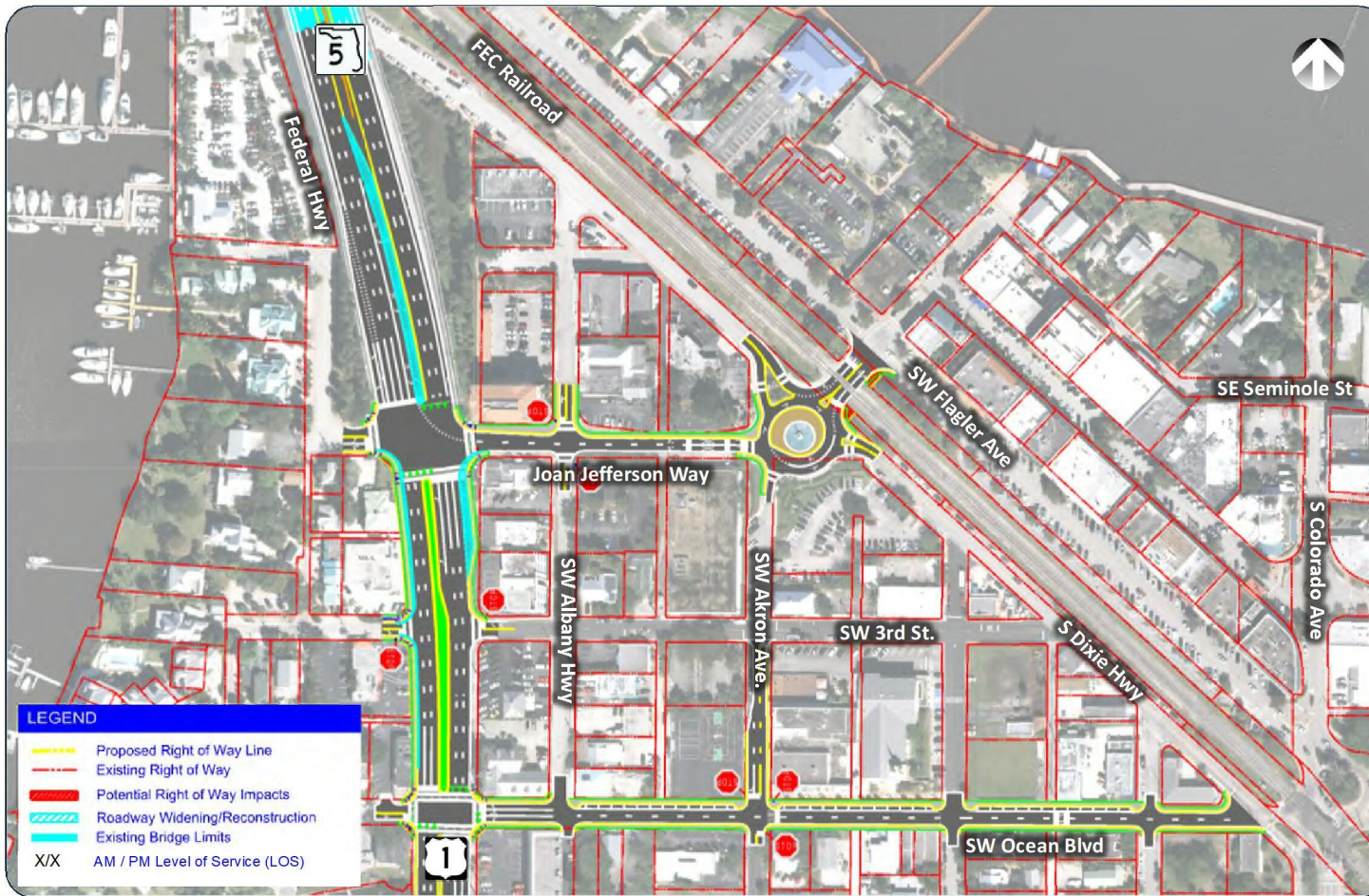


+ PROS

- Accommodates SB left turn queues
- Significant operational and safety improvements
- Meets project objective

- CONS

- Requires significant right of way acquisition
- Requires roadway widening across FEC Railroad
- Impacts to existing traffic circulation pattern



+ PROS

- Minimal right of way impact
- Accommodates SB left turn queues
- Significant operational and safety improvements
- Meets project objective

- CONS

- Requires roadway widening across FEC Railroad
- Impacts to existing traffic circulation pattern

Performance Criteria	Alternatives Comparison				
	No-Build Alternative	Build Alternative 1	Build Alternative 2	Build Alternative 3	Build Alternative 4
Traffic Operations and Safety	Poor	Poor	Fair	Good	Best
Access Impacts	None	None	Low	Medium	High
Right of Way impacts	None	Low	High	High	Low
Construction Costs	\$0	\$2.2 Million	\$2.6 Million	\$2.9 Million	\$3.3 Million
Meets Project Objective	No	No	Yes	Yes	Yes

- Build Alternative 1 is not recommended since it only provides short-term operational relief and does not meet project objective
- Build Alternatives 2 and 3 provide traffic operations and safety improvements but require significant right of way impacts
- Build Alternative 4 has the least right way impacts and provides the most benefit from a traffic operations and safety standpoint

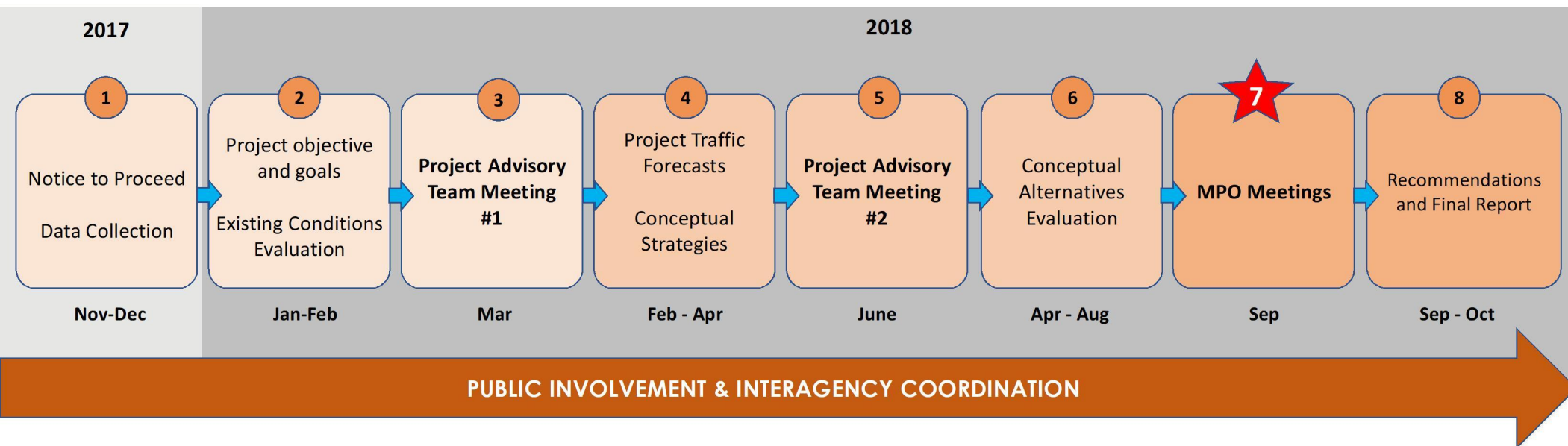
Role:

- Serve as agency liaisons
- Provide input on strategies and implementation plan to achieve project goals

Agencies & Stakeholders:



- Planning Study commenced in November 2017
- 12 month contract with anticipated completion in October 2018
- Two (2) Project Advisory Team (PAT) Meetings



Ron Kareiva, P.E.

Concept Development Supervisor
Florida Department of Transportation - District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309
Phone: (954) 777-4441
Email: ronald.kareiva@dot.state.fl.us

Alexander Estrada, P.E.

Project Manager
Florida Department of Transportation - District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309
Phone: (954) 777-4319
Email: alexander.estrada@dot.state.fl.us

Thank You

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019 **Prepared by:** Tim Voelker, P.E. - Assistant Public Works Director/City Engineer

Title of Item:

NW DIXIE HWY SIDEWALK EXTENSION PROJECT (RC):

RESOLUTION No. 58-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE NW DIXIE HWY SIDEWALK EXTENSION PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City completed an application in 2016 for Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) funding via Martin County for the NW Dixie Hwy Sidewalk Extension project. The NW Dixie Highway Sidewalk Extension project is part of the East Coast Greenway (ECG), which is a 2,900+ mile national trail located between Maine and Key West. The NW Dixie Hwy Sidewalk Extension helps connect the Green River Parkway portion of the ECG with the middle and southern portions through Martin County. Specifically, this project consists of an 8' wide concrete sidewalk along the westerly right of way of NW Dixie Highway from approximately 200' north of NW Wright Boulevard to NE Dixie Highway at NW Green River Parkway. FDOT TAP funding was approved in the amount of \$320,679.00. The design and permitting for the project are complete. Construction is anticipated to commence in FY20.

Attached is an Interlocal Agreement between the City of Stuart and Martin County outlining the responsibilities of each entity for completing the NW Dixie Hwy Sidewalk Extension project.

Funding Source:

Prior to FDOT and Martin County executing a contract for the work in FY20, the City will provide funds budgeted in FY20, which will be reimbursed, in part, by Martin County at the completion of the project in accordance with Paragraph 7 of the Interlocal Agreement.

Recommended Action:

Approve Resolution No. 58-2019.

ATTACHMENTS:

	Description	Upload Date	Type
▣	R58-2019; Interlocal Agreement for NW Dixie Hwy Sidewalk Extension Project	5/31/2019	Resolution add to Y drive
▣	Interlocal Agreement	5/28/2019	Attachment
▣	Location Map	5/28/2019	Backup Material



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

RESOLUTION NUMBER 58-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
STUART AND MARTIN COUNTY FOR THE NW DIXIE
HWY SIDEWALK EXTENSION PROJECT. PROVIDING
AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, In consideration of the mutual benefits to the City of Stuart and Martin County, which includes the construction of a sidewalk along NW Dixie Highway from approximately 200' north of NW Wright Boulevard to NE Dixie Highway at NW Green River Parkway.

WHEREAS, funding has been approved in the amount of \$320,679.00 for this project from the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP); and

WHEREAS, the City and the County have agreed to cooperation in the implementation of this project; and

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute an Interlocal Agreement between the City of Stuart and Martin County for the NW Dixie Hwy Sidewalk Extension Project.

SECTION 2: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

**INTERLOCAL AGREEMENT
NW DIXIE HIGHWAY SIDEWALK EXTENSION
(NW WRIGHT BLVD TO NE DIXIE HWY)
FDOT FM# 440020-1-58-01**

This INTERLOCAL AGREEMENT (Agreement), dated _____, 2019, is made by and between MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the COUNTY) and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the CITY).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Inter-Local Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY, on behalf of the CITY, has been approved for Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) funding for a project located within the CITY in the amount of \$320,679.00 for sidewalk construction on NW Dixie Highway (from approximately 200' north of NW Wright Boulevard to NE Dixie Highway at NW Green River Parkway) (PROJECT); and

WHEREAS, the CITY has agreed to be solely responsible for all grant administration and PROJECT construction costs and expenses, including but not limited to, maintenance of the PROJECT; and

WHEREAS, in accordance with all applicable Federal, State and County requirements, the COUNTY will obtain bids, utilizing a unit price and quantity bid document and Contract for the goods and services required for the construction of the PROJECT, the County will also select and contract for Construction Engineering and Inspection (CEI) for the PROJECT; and

WHEREAS, the COUNTY and CITY have agreed to cooperate in the implementation of the PROJECT whereby the COUNTY, utilizes its Local Agency Program (LAP) certification and eligibility to participate in the FDOT's Local Agency Program grant program on the CITY's behalf; and

WHEREAS, the CITY has retained the services of Bowman Consulting Group, Ltd., (Design Engineer) for the design of the PROJECT.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

1. The PROJECT shall be implemented in accordance with the plans to be developed by the Design Engineer in accordance with all grant requirements which will be submitted for County

Staff review and then, following County Staff approval, will be made a part hereof as Exhibit "A" to this Agreement.

2. The COUNTY will advertise bids, utilizing a unit price and quantity bid document, for the goods and services required for the construction of the PROJECT and will award a CONTRACT to the lowest responsible, responsive bidder in accordance with all applicable Federal, State and County procurement laws and regulations.

3. The COUNTY will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act (CCNA), as well as County policies, solicit Requests for Qualifications for Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT. The CITY will provide one representative for the COUNTY's CCNA compliant selection committee.

4. The CITY acknowledges and agrees that it will be solely liable to the COUNTY for all costs associated with the PROJECT. The PROJECT costs are estimated at four hundred four thousand, fifteen dollars (\$404,015.00). Prior to the County's issuance of a Notice to Proceed to the Contractor, the CITY agrees to provide: 1) the total Bid Award, including a fifteen percent (15%) contingency amount, 2) the full negotiated contract amount for CEI services, and 3) twenty thousand, seven hundred seventy-five dollars (\$20,775.00) non-refundable Contract Administration Fee outlined in Exhibit "B" to this Agreement. COUNTY agrees to place funds designated for outside contract payments in a separate account from which invoices for the PROJECT shall be paid.

5. The COUNTY shall promptly review, and provide the CITY a copy for timely review and approval, any and all Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat., allowing for ten (10) business days after such approval or disapproval for the COUNTY to issue or object to payments as appropriate. Upon approval of the invoices by both parties, the COUNTY will issue payment to the Contractor.

6. Any construction change orders requested by the CITY to the PROJECT shall be made in writing to the COUNTY and if approved, the COUNTY shall issue such change order to the Contractor. The CITY agrees to be responsible for the cost of any such change order. If the COUNTY does not approve a CITY requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 9 herein. The parties agree that all change orders requested by Contractor, shall be submitted to the COUNTY by the Contractor. The COUNTY and the CITY shall promptly review such change order request and if approved, the COUNTY shall issue such change order to the Contractor. The CITY agrees to be responsible for the total cost of any such change order. Within 15 days of issuance of a change order which exceeds the 15% contingency originally provided to the COUNTY, the CITY shall provide a check in the amount of the change order to the COUNTY.

7. Upon completion of the PROJECT, the CITY shall determine whether the PROJECT was constructed in accordance with the design and regulatory approval requirements and provide its determination to the COUNTY in writing and if approved, such approval shall construe

acceptance by the CITY of the PROJECT. If the CITY identifies any deficiencies with the construction, the CITY shall notify the COUNTY and the COUNTY shall require the Contractor to remedy the deficiency.

7. The COUNTY shall file on the CITY's behalf any reimbursement authorized by FDOT and the COUNTY under the terms of the LAP Grant Agreement FM# 440020-1-58-01. Upon final reimbursement from FDOT, the COUNTY shall remit to the CITY the total grant reimbursement received from FDOT plus any unused outside Contractor funds paid by the CITY to the COUNTY less the non-refundable Contract Administration Fee. The CITY acknowledges that FDOT's performance and obligation to pay reimbursement under the Grant Agreement is contingent upon an annual appropriation by the Legislature. The COUNTY agrees to promptly notify the CITY of any notice received by the COUNTY from FDOT regarding a change in funding and the CITY will promptly notify the COUNTY whether it will proceed with or terminate the PROJECT.

8. Upon acceptance by the CITY, the CITY shall be solely responsible for maintenance, replacement, and repair of the PROJECT (including, but not limited to, all landscaping, irrigation, signage, fencing, guardrail and handrail) and that COUNTY shall have no responsibility for maintenance, replacement, and repair of the PROJECT. The CITY shall continue to maintain the standard elements of the roadway (pavement, curb, drainage, and sidewalks). The CITY agrees that such maintenance shall be in accordance with Section 116, Title 23 U.S.C. and shall be performed for the useful life of the improvements.

9. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representatives and the CITY's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator certified by the Supreme Court of Florida and practicing in Indian River, St. Lucie, Martin or Palm Beach County and is mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

10. The COUNTY and the CITY agree to hold project meetings on a weekly basis with the Contractor. The CITY's costs to attend required meetings are the responsibility of the CITY.

11. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety-days (90) prior to the proposed effective date of the amendment.

12. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

13. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY:

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

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Notice given in accordance with the provision of this Paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

16. The Project Manager for the CITY of Stuart is Timothy Voelker, PE, City Engineer, 121 SW Flagler Avenue, Stuart, FL 34994, telephone number (772) 288-1292. The Project Manager for the COUNTY is George Dzama, P.E., Public Works Department, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 463-2837.

17. Unless otherwise terminated as provided herein, this Agreement shall continue in perpetuity unless terminated upon the mutual agreement of the parties.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon and benefit the successors of the parties hereto.

19. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

20. This Agreement may not be assigned, in whole or in part, by any party at any time.

21. The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

22. Neither the COUNTY nor the CITY, nor any agent, officer, official or employee of the COUNTY or the CITY shall be liable for any action taken pursuant to this Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. To the extent provided by law, the CITY shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CITY, or any of its officers, agents, or employees, acting within the scope of their office or employment, or in connection with the rights granted to or exercised by the CITY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CITY to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. The terms of this Paragraph 22 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

EDWARD V. CIAMPI
CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

KRISTA A. STOREY
ACTING COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL
CITY CLERK

BECKY BRUNER
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

MICHAEL J. MORTELL
CITY ATTORNEY

EXHIBIT A

APPROVED CONSTRUCTION PLANS

06-10-2019-06M - COS Dixie Highway Sidewalk Engineering Plans (Dixie Hwy 15 deg 1 KEY SHEET vialco Apr 24, 2019-6:50am) 8 of 36

STATE OF FLORIDA
CITY OF STUART
CONSTRUCTION PLANS FOR PROPOSED
NW DIXIE HIGHWAY SIDEWALK EXTENSION
SECTIONS 29 & 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA
FINANCIAL PROJECT ID # 440020-1-58-01

UTILITY OWNERS

TELECOMMUNICATIONS:

COMCAST
TONY SPRINGSTEEL
(561) 804-0973

AT&T / DISTRIBUTION

DINO FARRUGGIO
(561) 997-0240

GAS:

CITY GAS OF FLORIDA
RON MULLER
(321) 638-3424

ELECTRIC:

FLORIDA POWER & LIGHT
JOEL BRAY
(386) 586-6403

MARTIN COUNTY:

MARTIN COUNTY PUBLIC WORKS DEPARTMENT
2401 SE MONTEREY ROAD
STUART, FL 34996
(772) 288-5400

CITY OF STUART:

PUBLIC WORKS DEPARTMENT
TIM VOELKER, P.E.
(772) 288-5332

CONSULTANTS

CIVIL ENGINEER:

BOWMAN CONSULTING GROUP, LTD.
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
LISA LEONARD, P.E.

SURVEYOR:

BOWMAN CONSULTING GROUP, LTD.
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413

ENVIRONMENTAL CONSULTANT:

HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.
9512 SE DUNCAN STREET
HOBE SOUND, FL 33455
(772) 545-3676

FLORIDA ARCHEOLOGICAL SERVICES, INC.

4520 MELROSE AVE
JACKSONVILLE, FL 32210
(904) 389-1976



DATE	BY	REVISIONS



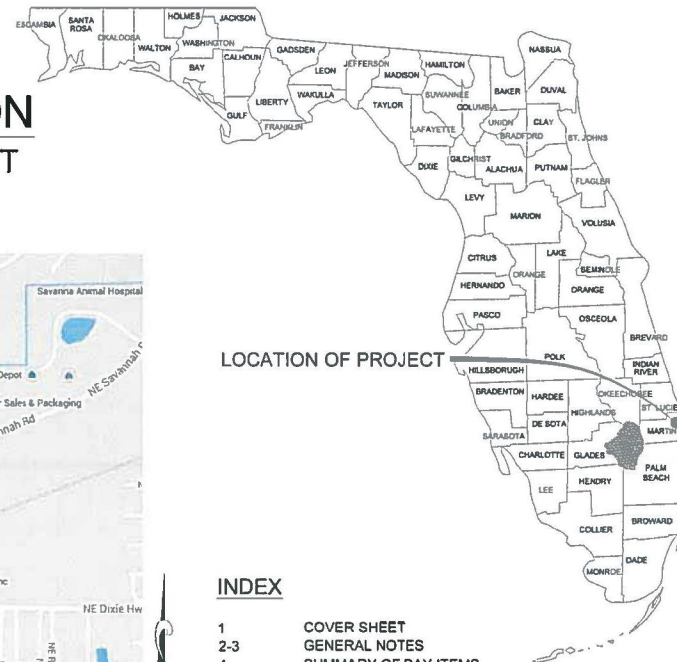
LOCATION MAP
N.T.S.

ALL ELEVATIONS SHOWN HEREIN REFER TO NAVD 88 DATUM

LENGTH OF PROJECT		
	LINEAR FEET	MILES
SIDEWALK	1285	0.24
BRIDGES	0	0
GROSS LENGTH OF PROJECT	1438	0.27
EXCEPTIONS	153	0.03
NET LENGTH OF PROJECT	1285	0.24

NOTES:

1. THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.
2. THE CONTRACTOR IS TO PROTECT AND PRESERVE EXISTING POWER POLES, ETC. UNLESS OTHERWISE NOTED.
3. THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.



LOCATION OF PROJECT

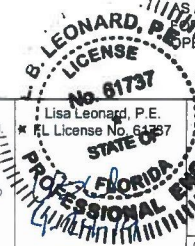
INDEX

- | | |
|-------|--------------------------------------|
| 1 | COVER SHEET |
| 2-3 | GENERAL NOTES |
| 4 | SUMMARY OF PAY ITEMS |
| 5 | PROJECT LAYOUT (KEY SHEET) |
| 6 | TYPICAL SECTIONS AND DETAILS |
| 7 | EROSION AND SEDIMENT CONTROL PLAN |
| 8 | EROSION AND SEDIMENT CONTROL DETAILS |
| 9-14 | CONSTRUCTION PLANS |
| 15-24 | CROSS SECTIONS |
| 25-28 | TRAFFIC CONTROL PLAN - DETAILS |

**FINAL DESIGN
(FOR CONSTRUCTION)**

FLORIDA DEPARTMENT OF TRANSPORTATION - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018, AS AMENDED BY CONTRACT DOCUMENTS. DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, 2018.

Bowman Consulting Group, Ltd.
301 SE OCEAN BLVD, SUITE 301
STUART, FL 34994
Phone: (772) 283-1413
www.bowmanconsulting.com
Bowman Consulting Group, Ltd.



Certificate of Authorization License No. 30462
CHECKED BY: LL DRAWN BY: JMB C.E.I. PROJECT No: 010391-01-002 PRINTED: 04-24-21

P:\010301 - C05 Dixie Highway Sidewalk\010301-01-01-02 (ENR) - C05 Dixie Highway Sidewalk\Engineering\Drawings\2 GEN NOTES.dwg 28 Aug 2019 9:35am

GENERAL NOTES

1. ANY DRAWING DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/ENGINEER BEFORE COMMENCING WORK.
2. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER/ENGINEER.
3. ALL WORK, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS AND PUBLICATIONS:
 - AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
 - AMERICAN CONCRETE INSTITUTE (ACI)
 - AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM)
 - AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)
 - FDOT ROADWAY DESIGN STANDARDS
 - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
 - FDOT STRUCTURES MANUAL.
4. EXCAVATED MATERIAL SHALL BE USED AS FILL WHEN POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL RUBBLE, DEBRIS AND ANY OTHER UNUSABLE OR UNSUITABLE MATERIAL. THE CONTRACTOR SHALL BE ADVISED THAT THE COUNTY NORMALLY DOES NOT WAIVE TIPPING FEES AT ITS LANDFILL SITES.
5. ELEVATION DATUM IS THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D) OF 1988.
6. ANY SURVEY MONUMENT OR CONTROL POINT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY:

BOWMAN CONSULTING LTD. MARTIN COUNTY PROJECT MANAGER
301 SE OCEAN BLVD. SUITE 301 AND
STUART, FL 34984 TELEPHONE (772) 288-5927
TELEPHONE (772) 283-1413
7. SHOP DRAWINGS FOR ALL CONSTRUCTION ITEMS SHALL BE SUBMITTED TO THE MARTIN COUNTY PROJECT MANAGER AT (772) 288-5927 FOR REVIEW AND APPROVAL.
8. ROADWAY OPEN CUTS REQUIRE PRIOR APPROVAL FROM MARTIN COUNTY. ROADWAY RESTORATION SHALL BE PERFORMED ACCORDING TO THE REQUIREMENTS OF MARTIN COUNTY AND SHALL REQUIRE FINAL ACCEPTANCE UPON COMPLETION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A NPDES PERMIT BEFORE WORK CAN BEGIN. WORK SHALL NOT BEGIN UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE AND PROPER DUST CONTROL ON THE PROJECT SITE AT ALL TIMES. MARTIN COUNTY MAY REQUIRE THE USE OF NON-POTABLE WATER FOR DUST CONTROL.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.
12. CONTRACTOR SHALL PROVIDE MARTIN COUNTY WITH TWO HARD COPIES OF SIGNED AND SEALED RECORD DRAWINGS FOLLOWING ACCEPTANCE OF THE CONSTRUCTION. THE SUBMITTAL SHALL ALSO INCLUDE A COMPACT DISC WITH THE CADD AND PDF RECORD DRAWING FILES.
13. CONTRACTOR SHALL COORDINATE WITH THE ENVIRONMENTAL CONSULTANT AND INSTITUTE THE COUNTY'S WILDLIFE PROTECTION PLAN.
14. CONTRACTOR SHALL REMOVE LITTER AND MOW THE AREAS WITHIN THE PROJECT WORK LIMITS AS NEEDED DURING THE PROJECT DURATION.

15. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING OR STOCKPILING AREAS ASSOCIATED WITH THIS PROJECT WITH THE MARTIN COUNTY PROJECT MANAGER AT (772) 288-5927. NO STAGING SHALL TAKE PLACE WITHIN THE EAST HEART OF HANEY CREEK WETLANDS RESTORATION AREA.
16. DURING CONSTRUCTION, EXISTING PEDESTRIAN PATHS ARE TO REMAIN USABLE AND ACCESSIBLE OR ALTERNATE ACCESSIBLE PATHS MUST BE PROVIDED.
17. IN-PLACE SOIL DENSITY TESTING, LABORATORY TESTING OF SOIL AND COMPRESSIVE STRENGTH TESTING OF CONCRETE WILL BE REQUIRED FOR THIS PROJECT. THESE TESTS WILL BE COMPLETED BY AN INDEPENDENT TESTING CONTRACTOR HIRED BY THE CITY OF STUART. THE CONTRACTOR SHALL COORDINATE WITH MARTIN COUNTY AND TESTING COMPANY TO ALLOW THE TESTS TO BE CONDUCTED, AS REQUIRED FOR THIS PROJECT.
18. SIDEWALKS ARE TO BE 4 INCH THICK CONCRETE PER FDOT INDEX 522-001 UNLESS OTHERWISE NOTED.
19. THE SIDEWALK CROSS SLOPE SHALL BE 1.5%.
20. THE SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.
21. ALL AREAS ADJACENT TO THE PROPOSED SIDEWALK SHALL BE REGRADED AND STABILIZED TO REPAIR ANY EROSION, POTENTIAL DROP OFFS, OR TRIPPING HAZARDS.
22. THE MINIMUM LONGITUDINAL SWALE SLOPE IS 0.2%.
23. ALL WORK MUST BE PERFORMED ENTIRELY WITHIN AND FROM THE RIGHT-OF-WAY OF NW DIXIE HIGHWAY.
24. CONTRACTOR SHALL USE DILIGENT CAUTION TO COMPLETE THE WORK WITHIN THE CITY RIGHT-OF-WAY AND ON CITY OWNED PROPERTY AS DESCRIBED IN THE PLANS. IN NO CASE SHALL THE CONTRACTOR ENCROACH ON PRIVATELY OWNED PROPERTY.

GENERAL MAINTENANCE OF TRAFFIC NOTES

1. THE MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FLORIDA D.O.T. DESIGN STANDARDS INDEX 102 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF THE STANDARD INDEX TYPICALS DO NOT APPLY TO THE MOT REQUIREMENTS OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A SIGNED AND SEALED MOT PLAN FOR THE ENGINEER'S APPROVAL PRIOR TO THE WORK BEING COMMENCED.
2. THE CONTRACTOR SHALL REFER TO MARTIN COUNTY'S MAINTENANCE OF TRAFFIC (MOT) LANE CLOSURES FOR ARTERIAL OR COLLECTOR ROADS FOR ADDITIONAL LANE CLOSURE REQUIREMENTS.
3. THE CONTRACTOR SHALL INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN SIGNING DURING ALL PHASES OF CONSTRUCTION.
4. THE ALTERNATION OF TRAVEL WAYS TO CREATE A WORK ZONE SHALL NOT COMMENCE UNTIL ALL LABOR AND MATERIAL ARE READY FOR THE CONSTRUCTION IN THAT ZONE.
5. TRAFFIC DISRUPTIONS WHICH ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE MARTIN COUNTY PROJECT MANAGER AND APPROVAL SHALL BE OBTAINED AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS AND OTHER DATA REQUIRED BY THE ENGINEER.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAY CONNECTIONS AND ACCESS TO ALL PROPERTIES THROUGHOUT THE PROJECT DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER AND PROPERTY OWNERS AT LEAST TWO FULL BUSINESS DAYS IN ADVANCE OF ANY ACCESS CHANGES.
7. THE CONTRACTOR SHALL REMOVE OR COVER ANY EXISTING OR PROPOSED SIGNS OR PAVEMENT MARKINGS WHICH CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS OR PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION. REMOVAL OF EXISTING PAVEMENT MARKINGS, IF REQUIRED, SHALL BE ACCOMPLISHED BY HYDRO BLASTING OR BY METHODS APPROVED BY ENGINEER, THAT WILL ELIMINATE THE PREVIOUS MARKING PATTERN AND WILL NOT MATERIALLY DAMAGE THE SURFACE TEXTURE OF THE PAVEMENT. USE OF BLACK PAINT TO COVER EXISTING PAVEMENT MARKINGS IS PROHIBITED. THE COST OF SIGN REMOVAL AND RESTORING, PAVEMENT MARKING SHALL BE INCLUDED IN PAY ITEM NO. 102-1 (LS).
8. CONTRACTOR TO HAVE A FLORIDA CERTIFIED MOT SUPERVISOR ON SITE DURING LANE CLOSURES, MOT RESTRICTIONS, ETC. A COPY OF THE CERTIFICATION IS TO BECOME PART OF PROJECT FILE. A COPY OF THAT CERTIFICATION SHALL BE PROVIDED TO THE MARTIN COUNTY PROJECT MANAGER.
9. NOTIFICATION OF LANE CLOSURES SHALL BE ACCOMPLISHED AT LEAST 14 DAYS PRIOR TO CLOSURE OR DETOUR BY SUBMITTING THE REQUIRED LANE CLOSURE FORM, SKETCHES, CALCULATIONS, AND OTHER DATA TO THE ENGINEER.
10. ARROWS ON THE TRAFFIC CONTROL PLANS DENOTE THE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS UNLESS SPECIFICALLY NOTED.
11. THE CONTRACTOR SHALL PROVIDE THE SERVICES OF UNIFORMED OFF-DUTY POLICE OFFICERS TO SUPERVISE TRAFFIC CONTROL WHERE CONSTRUCTION OPERATIONS CAUSE TRAFFIC CONGESTION TO THE EXTENT THAT POLICE SUPERVISION IS NEEDED TO ASSURE PUBLIC SAFETY AND PROTECT THE WORK.
12. THE CONTRACTOR SHALL CONFIRM THE MAINTENANCE OF TRAFFIC PLAN FOR ALL PHASES OF THE WORK PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE PLAN SHALL INDICATE THE TYPE AND LOCATION OF ALL SIGNS, LIGHTS, STRIPING AND BARRIERS TO BE USED FOR THE SAFE PASSAGE OF TRAFFIC AND PEDESTRIANS THROUGH THE PROJECT AREA AND FOR THE PROTECTION OF THE WORKERS. THE PLAN SHALL ALSO INDICATE CONDITIONS AND SETUPS FOR EACH PHASE OF WORK. THE PLAN SHALL PROVIDE FOR MAINTENANCE OF TWO-WAY TRAFFIC AT ALL TIMES WHERE PRACTICAL. PLAN SHALL BE SIGNED, SEALED AND SUBMITTED TO MARTIN COUNTY FOR APPROVAL AT LEAST ONE WEEK PRIOR TO THE PRE-CONSTRUCTION MEETING. THE RECOMMENDED MAINTENANCE OF TRAFFIC PLAN IS PROVIDED IN THE PLANS.

1. WHEN FLAGGERS ARE THE SOLE MEANS OF ONE-WAY CONTROL, THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
2. ALL WORK SHALL BE DONE AND SIGNS PLACED ENTIRELY WITHIN THE RIGHT-OF-WAY.



76 of 182

REVISIONS

DATE	BY	DESCRIPTION

BOWMAN NO. 010391-01-002	
DESIGNED BY LBL	DRAWN BY JMB
CHECKED BY GMB	PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737	

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CITY OF STUART

PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY SIDEWALK EXTENSION	440020-1-58-01 CITY OF STUART PROJECT NO.

FINAL DESIGN (FOR CONSTRUCTION)

GENERAL NOTES

SHEET
NO.

2

P:\000391 - C05 Dixie Highway Sidewalk\000391-01-002 (DWG) - C05 Dixie Highway Sidewalk\Engineering\Plans\Title Hwy 2-4_B-25-28.dwg 3 GEN NOTES vieldo Apr 24,2019 - 9:35am

6102019 CCM
GRADING, AND DRAINAGE

- ALL SIDEWALKS SHALL BE CONSTRUCTED AS SHOWN IN THE PLANS. DISTURBED AREAS SHALL BE GRADED NO STEEPER THAN 3H:1V AND SODDED.
- THE PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADES. ALL AREAS SHALL BE GRADED AS NECESSARY TO DRAIN.
- ALL AREAS SHALL BE SODDED AS SOON AS PRACTICAL AFTER FINAL GRADING TO PREVENT EROSION.
4. SOD SHALL BE PLACED FOR THE FULL WIDTH OF ALL DISTURBED AREAS. SOD TYPE SHALL MATCH EXISTING UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY STATING THAT SOD, HAY, ETC. ARE FREE FROM NOXIOUS VEGETATION, INCLUDING TROPICAL SODA APPLE.
5. SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE JUTTED TIGHT TO PREVENT VOIDS.
6. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED SIDEWALK IMPROVEMENTS IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS TO FISH AND WILDLIFE. THE CONTRACTOR SHALL EMPLOY COUNTERMEASURES AS NECESSARY DURING CONSTRUCTION TO PROTECT WATER QUALITY ON AND OFF-SITE.
7. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT ARE CAUSED AS A RESULT OF CONSTRUCTION ACTIVITIES.
8. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN PLANS. ALL DRAINAGE STRUCTURES (EXISTING/PROPOSED) SHALL BE PROTECTED FROM SEDIMENTATION DURING CONSTRUCTION ACCORDING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL, SECTION 4.08 STORM DRAIN PROTECTION.
9. THE CONTRACTOR SHALL RESTORE ALL DRAINAGE SWALES/DITCHES AND REPAIR OR REPLACE ALL DRAINAGE STRUCTURES (INLETS, CULVERTS, HEADWALLS, ETC.) AFFECTED BY CONSTRUCTION ACTIVITIES. RESTORED DRAINAGE SWALES/DITCHES SHALL MEET ALL ORIGINAL CONDITIONS (INCLUDING LOCATION, GRADE, SOD TYPE, ETC.). REPAIRED OR REPLACED DRAINAGE STRUCTURES SHALL MEET ALL ORIGINAL CONDITIONS (INCLUDING LOCATION, ELEVATION, SIZE, MATERIAL, ETC.). PRE- AND POST-CONSTRUCTION AS-BUILT INFORMATION SHALL BE PROVIDED FOR ALL DISTURBED DRAINAGE FACILITIES.
10. CONTRACTOR SHALL MAINTAIN BEST MANAGEMENT PRACTICES (BMPs) AS REQUIRED BY ALL APPLICABLE REGULATORY AGENCIES. THESE BMPs MAY INCLUDE, BUT ARE NOT LIMITED TO, GEOFABRICS, SILT FENCE, FLOATING TURBIDITY BARRIER, CHECK DAMS, AND ANY OTHER MEANS NECESSARY TO PREVENT EROSION AND SEDIMENT DISCHARGE FROM THE DISTURBED AREAS.
11. CONTRACTOR SHALL ADJUST SWALE AND GRADES AS NECESSARY PER THE DIRECTION OF THE MARTIN COUNTY PROJECT MANAGER AT NO ADDITIONAL COST SHOULD FIELD CONDITIONS DICTATE MINOR CHANGES.
12. SITE GRADES MAY BE ADJUSTED AS NECESSARY DURING CONSTRUCTION WITH PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD, AND MARTIN COUNTY TO MINIMIZE HANDLING OF FILL MATERIAL.

DROP OFFS AND ABOVE GROUND HAZARDS:

1. CONTRACTOR SHALL PROVIDE PROTECTION FROM ABOVE GROUND HAZARDS IN THE AREA ADJACENT TO THE TRAVEL WAY. PROTECTION FROM ABOVE GROUND HAZARDS SHALL BE AT THE CONTRACTORS EXPENSE.

ENVIRONMENTAL NOTES

1. UNIDENTIFIED AREAS OF CONTAMINATION:

WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE MARTIN COUNTY PROJECT MANAGER AT (772) 288-5927. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER, ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISIONS NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

THE MARTIN COUNTY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

ALL THE WORK PERFORMED BY THE CAR CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED SOILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLANS. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

THE MARTIN COUNTY PROJECT ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES, AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AND SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE MARTIN COUNTY ENGINEER AND THE FDOT DCIC.

UTILITY COORDINATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED UTILITY COORDINATION DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITIES AT LEAST FORTY- EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATIONS AND SIZES OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL APPLICABLE UTILITY COMPANIES. PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS, ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE REPORTED TO AND RESOLVED WITH THE OWNER/ENGINEER AND APPLICABLE UTILITY PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE POWER COMPANY AND PAYING ALL NECESSARY FEES FOR HOLDING AND/OR RELOCATING POWER POLES AND/OR LINES AFFECTED BY CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL PROTECT EXISTING WATER AND SEWER MAINS AND MAINTAIN EXISTING WATER AND SEWER SERVICES WITHOUT INTERRUPTION AT ALL TIMES DURING CONSTRUCTION.
6. CONTRACTOR SHALL NOTIFY MARTIN COUNTY PROJECT MANAGER & ENGINEER OF RECORD IMMEDIATELY OF ANY UTILITY CONFLICTS, RELOCATIONS OR ADJUSTMENTS.

FINAL DESIGN
(FOR CONSTRUCTION)



7 of 182

REVISIONS

DATE	BY	DESCRIPTION

BOWMAN NO. 010391-01-002	DESIGNED BY LBL	DRAWN BY JMB
CHECKED BY GMB	PRINT DATE 04/24/2019	
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737		

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CITY OF STUART

PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY SIDEWALK EXTENSION	440020-1-58-01 CITY OF STUART PROJECT NO.

GENERAL NOTES

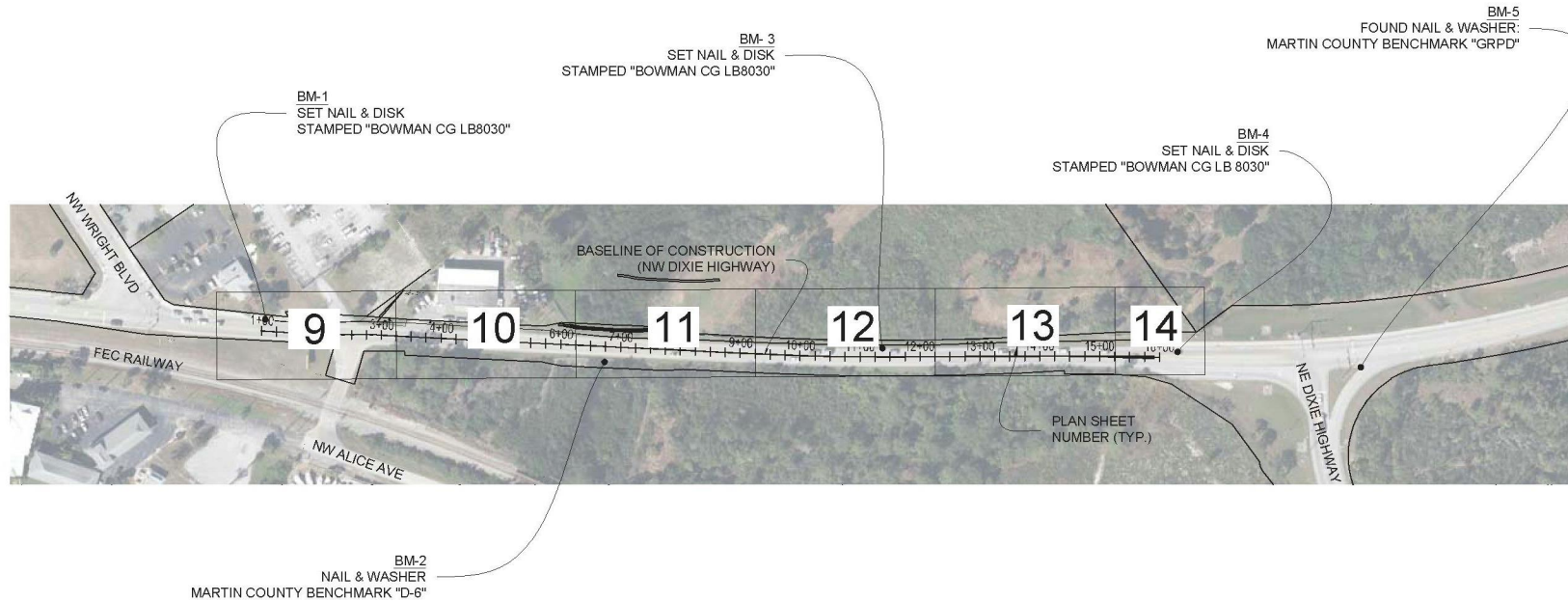
SHEET
NO.

3

102-1 MAINTENANCE OF TRAFFIC INCLUDES SIGNAGE, TEMPORARY STRIPING, AND ANY ITEM NECESSARY TO MEET FDOT STANDARDS

FINAL DESIGN
(FOR CONSTRUCTION)

7/20/18	REVISIONS			BOWMAN NO. 010391-01-002		Bowman Consulting Group, Ltd. 301 SE Ocean Blvd. Suit 301 Stuart, FL 34994 Phone: (772) 283-1413 www.bowmanconsulting.com © Bowman Consulting Group, Ltd. Bowman CONSULTING Certificate of Authorization License No. 30462	CITY OF STUART		SUMMARY OF PAY ITEMS	SHEET NO. 4
	DATE	BY	DESCRIPTION	DESIGNED BY JMB	DRAWN BY		PROJECT NAME	FINANCIAL PROJECT ID		
	CHECKED BY GMB	PRINT DATE 04/24/2019	ENGINEER OF RECORD L. HARRARD, P.E. NO. 83737				NW DIXIE HIGHWAY SIDEWALK EXTENSION	440202-1-58-01		
							CITY OF STUART PROJECT NO.			



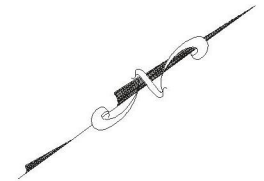
COORDINATE TABLE			
BENCHMARK	COORDINATE		
BM-#	NORTHING	EASTING	ELEV.
BM-1	1048480.40	897576.12	4.26 (NAVD 83)
BM-2	1048895.60	897967.26	4.06 (NAVD 83)
BM-3	1049263.34	898223.65	3.44 (NAVD 83)
BM-4	1049654.98	898493.31	5.59 (NAVD 83)
BM-5	1049908.77	898721.22	7.76 (NAVD 83)

NOTES:

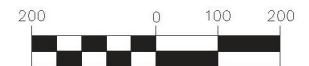
1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
2. NORTHING AND EASTING COORDINATE VALUES ARE BASED ON NAD83, 2011 ADJUSTMENT.



7-301182	REVISIONS			BOWMAN NO. 010391-01-002		Bowman Consulting Group, Ltd. 301 SE Ocean Blvd, Suit 301 Stuart, FL 34994 Phone: (772) 283-1413 www.bowmanconsulting.com © Bowman Consulting Group, Ltd. Bowman CONSULTING Certificate of Authorization License No. 30462	CITY OF STUART		PROJECT LAYOUT (KEY SHEET)	SHEET NO. 5
	DATE	BY	DESCRIPTION	DESIGNED BY LBL	DRAWN BY JMB		PROJECT NAME	FINANCIAL PROJECT ID		
				CHECKED BY GMB	PRINT DATE 04/24/2019		NW DIXIE HIGHWAY	440020-1-58-01		
				ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737			SIDEWALK EXTENSION	CITY OF STUART PROJECT NO.		
				Bowman Consulting Group, Ltd.						

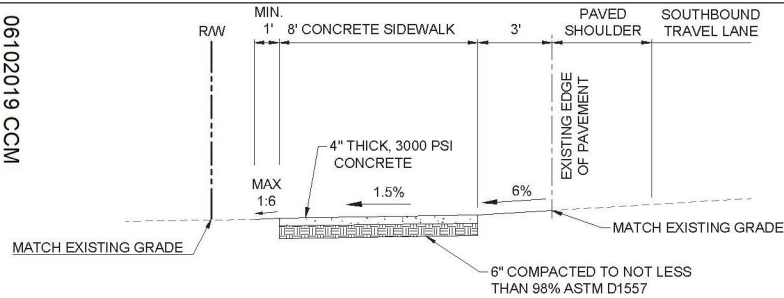


GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

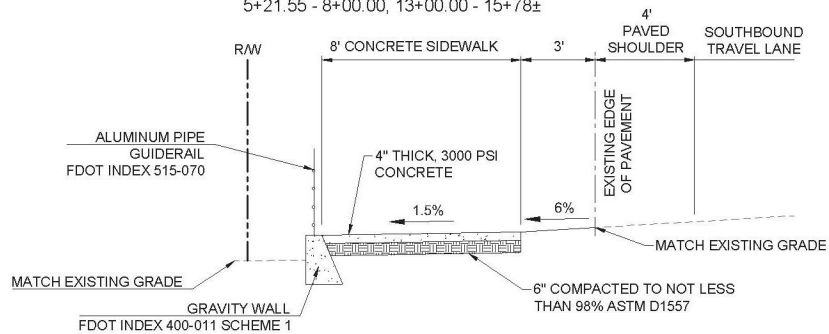
FINAL DESIGN
(FOR CONSTRUCTION)



TYPICAL SECTION*

*UNLESS OTHERWISE NOTED
SCALE: 1"=5'

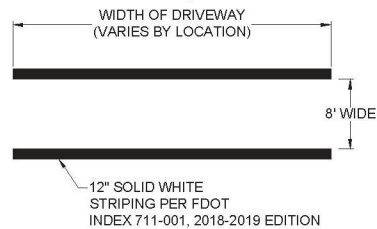
STA: 1+40.87 - 2+13.80, 2+52.74 - 3+46.26, 3+83.68 - 4+70.45,
5+21.55 - 8+00.00, 13+00.00 - 15+78±



TYPICAL SECTION w/ GRAVITY WALL & GUIDERAIL*

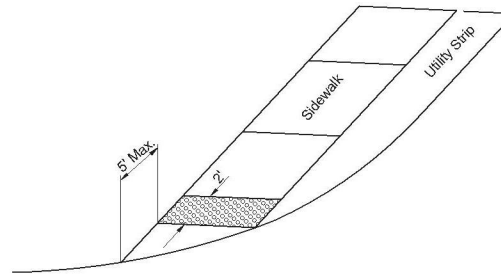
*GUIDERAIL WHERE NOTED ON PLANS
SCALE: 1"=5'

STA: 8+00.00 - 8+39.11, 8+51.11 - 13+00.00



CROSSWALK DETAIL

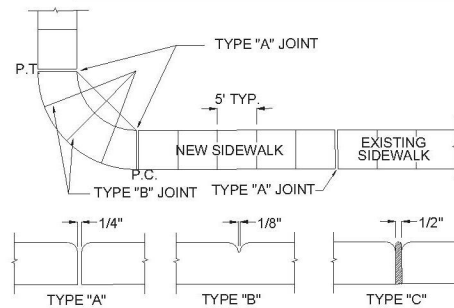
N.T.S.



PICTORIAL VIEW
FLUSH SHOULDER
(OPTION B)

FDOT INDEX 522-002, 2018-2019 EDITION

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES
"B"	5'0" CENTER TO CENTER ON SIDEWALK
"C"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES



GENERAL NOTES

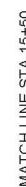
1. FOR PUBLIC SIDEWALK CURB RAMPS, REFER TO FDOT INDEX 522-002.
2. FOR PAVEMENT MARKING AND SIGN INSTALLATION, REFER TO FDOT INDEXES 700-010 THROUGH 700-030, 700-040, 700-041, 700-101, 700-108, 700-110, 700-120, 711-001, 711-103.
3. ALL CROSSWALK MARKING MUST BE WHITE.
4. WHEN THE CROSSWALK IS SKEWED TO THE LANE LINES, THE LONGITUDINAL MARKINGS SHOULD BE PARALLEL TO THE LANE LINES.
5. SIDEWALK THROUGH DRIVEWAYS TO BE 6" THICK.
6. FOR CONCRETE FLARED DRIVEWAYS, REFER TO FDOT INDEX 522-003.
7. ALL DETECTABLE WARNING SURFACES ARE TO BE INSTALLED UTILIZING THE CAST-IN-PLACE METHOD.

FINAL DESIGN
(FOR CONSTRUCTION)



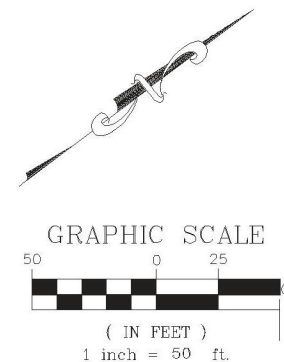
7/26/18	REVISIONS			BOWMAN NO. 010391-01-002	Bowman Consulting Group, Ltd. 301 SE Ocean Blvd. Suit 301 Stuart, FL 34994 Phone: (772) 283-1413 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.	 CITY OF STUART PROJECT NAME NW DIXIE HIGHWAY SIDEWALK EXTENSION	FINANCIAL PROJECT ID 440020-1-SB-01 CITY OF STUART PROJECT NO.	TYPICAL SECTIONS AND DETAILS	SHEET NO.	
	DATE	BY	DESCRIPTION	DESIGNED BY LBL					PRINT DATE 04/24/2019	6
				CHECKED BY GMB						
				ENGINEER OF RECORD J. LEONARD, P.E. NO. 16177						
				Bowman Consulting Group, Ltd.						

06102019 CCM



1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
2. ALL DISTURBED AREAS SHALL BE SODDED AT COMPLETION OF FINAL GRADING OPERATION.
3. THE CONTRACTOR SHALL IMPLEMENT THE WORK IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORK ON NATURAL ENVIRONMENTAL FEATURES AND WATER QUALITY. THE CONTRACTOR SHALL INSTITUTE ALL NECESSARY MEASURES DURING CONSTRUCTION TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING, AND SEDIMENTATION IN THE RECEIVING WATERS.
4. OFF-SITE DISCHARGES DURING CONSTRUCTION SHALL NOT BE PERMITTED.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ADVERSE OFF-SITE WATER-RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT FROM EROSION CONTROL DEVICES.
7. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY INLET FILTER SACKS IN THE INLETS. THE DRAINAGE SYSTEM THAT HAS BEEN IMPACTED BY THE PROPOSED MODIFICATIONS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
8. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION PRIOR TO PROCEEDING FURTHER WITH ANY WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL APPLICABLE WATER QUALITY, NPDES PERMIT, AND STORMWATER POLLUTION PREVENTION PLAN REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT (NOI) TO THE FDEP PRIOR TO COMMENCING CONSTRUCTION.
10. ALL EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSPECTED AND REPAIRED DAILY. MORE THOROUGH INSPECTIONS ARE TO BE PERFORMED WEEKLY AND IMMEDIATELY FOLLOWING A RAIN EVENT GREATER THAN 0.5". WEEKLY INSPECTION REPORTS ARE TO BE MAINTAINED ON-SITE AT ALL TIMES. TURBIDITY AND RAINFALL MONITORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. BASELINE TURBIDITY IS TO BE ESTABLISHED PRIOR TO CONSTRUCTION.

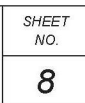
1. NOTIFY THE COUNTY'S PROJECT MANAGER AT LEAST (48) HOURS PRIOR TO START OF CONSTRUCTION.
2. PERFORM CLEARING AND GRUBBING REQUIRED FOR INSTALLATION OF PERIMETER CONTROLS AND INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR ALL EXISTING INLETS WITHIN PROJECT LIMITS.
3. INSTALL PERIMETER SEDIMENT CONTROL BMPs; NOTIFY THE COUNTY'S PROJECT MANAGER AND OBTAIN APPROVAL BEFORE PROCEEDING FURTHER.
4. CONSTRUCT THE SIDEWALK AND APPURTENANCES AND MAINTAIN ALL BMPs.
5. NOTIFY THE COUNTY'S PROJECT MANAGER INSPECTOR AND OBTAIN APPROVAL TO REMOVE SEDIMENT AND EROSION CONTROL.

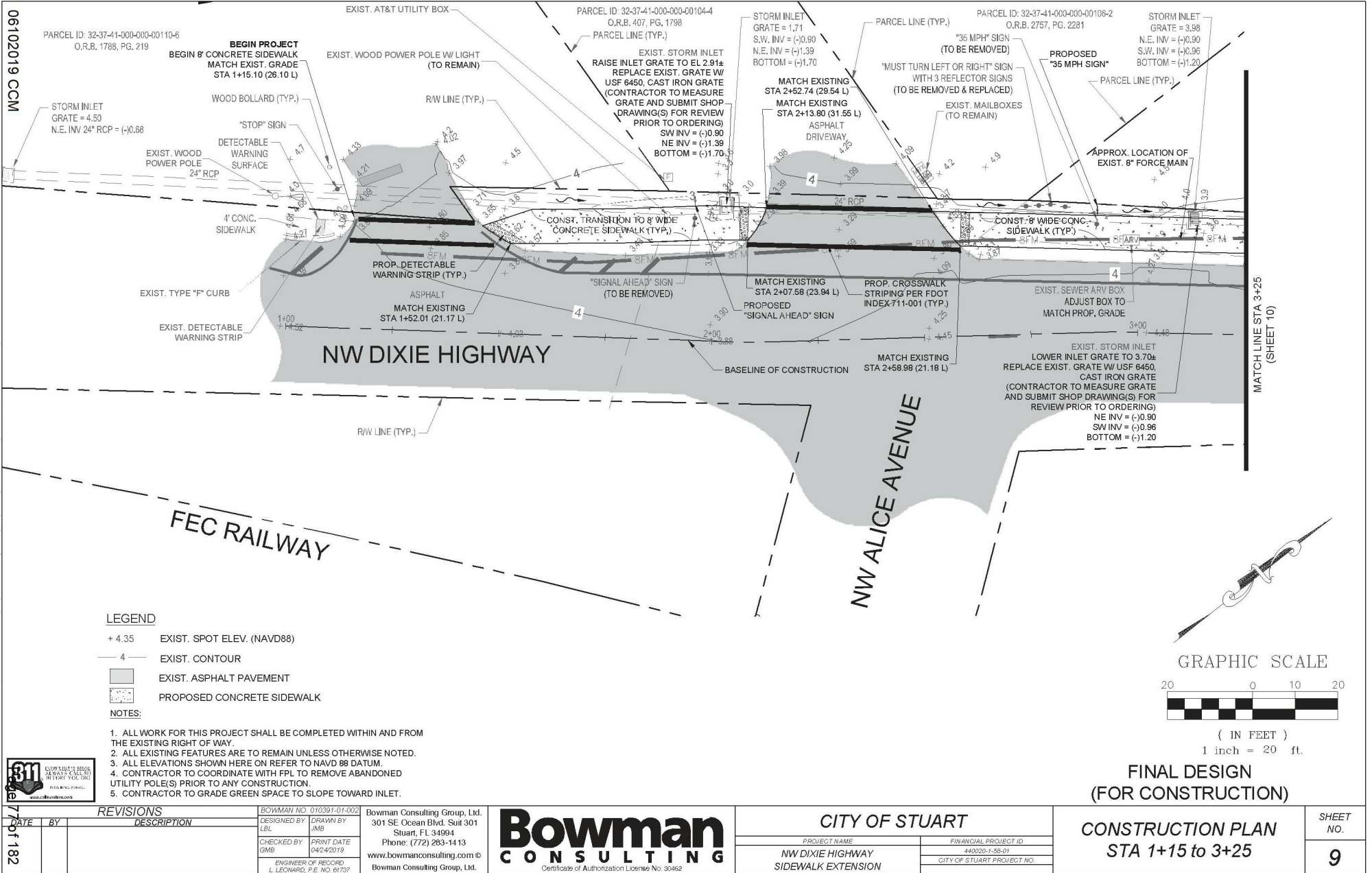


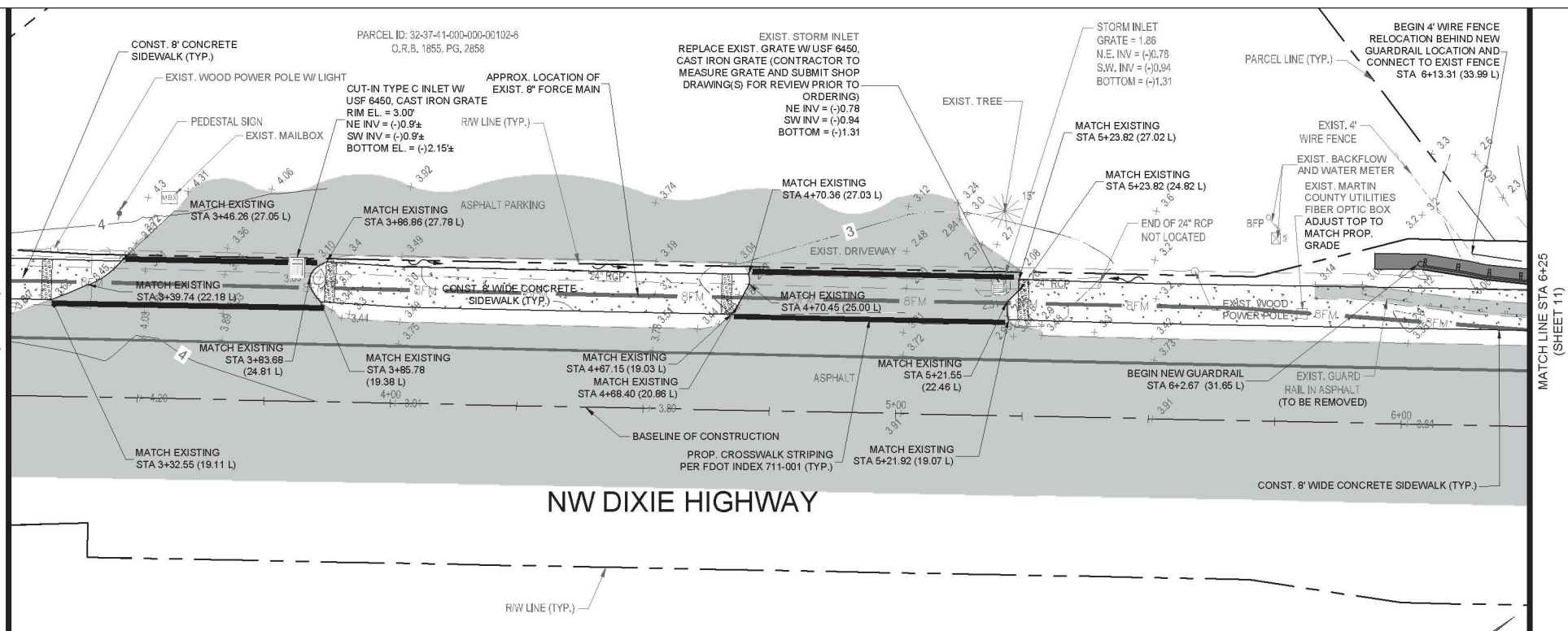
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(FOR CONSTRUCTION)



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DATE	BY	DESCRIPTION		DESIGNED BY	DRAWN BY					PROJECT NAME		FINANCIAL PROJECT ID			
				LBL	JMB					NW DIXIE HIGHWAY SIDEWALK EXTENSION		440020-1-58-01			
				CHECKED BY	PRINT DATE							CITY OF STUART PROJECT NO.			
				GMB	04/24/2019										
				ENGINEER OF RECORD J. LIFONARO, P.E., NO. 04377											







LEGEND

- + 4.35 EXIST. SPOT ELEV. (NAVD88)
4 EXIST. CONTOUR
 EXIST. ASPHALT PAVEMENT
 PROPOSED CONCRETE SIDEWALK
 PROPOSED ASPHALT

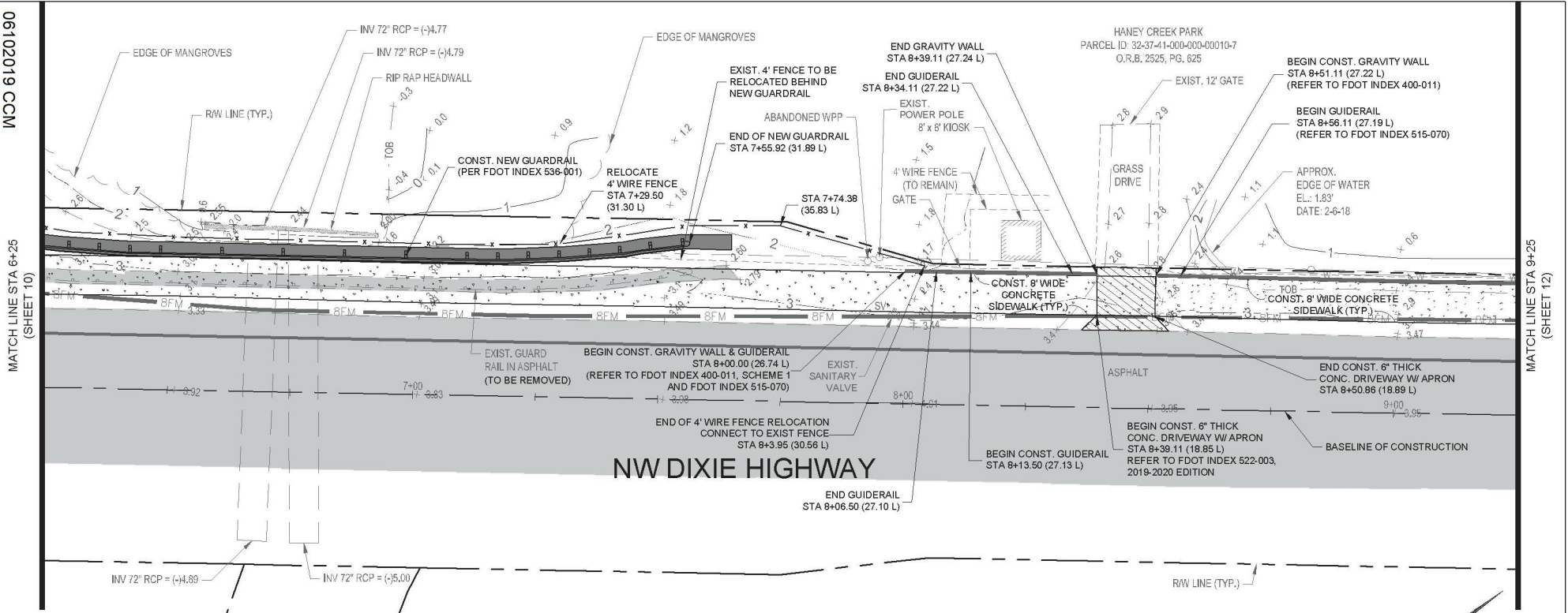
NOTES:

1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
2. ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN HERE ON REFER TO NAVD 88 DATUM.
4. THE EXISTING GUARDRAIL SHALL REMAIN IN PLACE OR TEMPORARY BARRIER(S) MUST BE INSTALLED AND MAINTAINED UNTIL THE NEW GUARDRAIL IS INSTALLED.
5. THE EXISTING WIRE FENCE SHALL REMAIN IN PLACE UNTIL THE NEW WIRE FENCE IS INSTALLED.
6. CONTRACTOR TO COORDINATE WITH FPL TO REMOVE ABANDONED UTILITY POLE(S) PRIOR TO ANY CONSTRUCTION.
7. GUARDRAIL POST LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ANY UTILITY/DRAINAGE CONFLICTS PRIOR TO CONSTRUCTION.

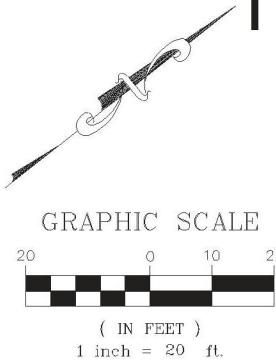


7801182	REVISIONS			BOWMAN NO. 010391-01-002		Bowman Consulting Group, Ltd. 301 SE Ocean Blvd. Suit 301 Stuart, FL 34994 Phone: (772) 283-1413 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  Certificate of Authorization License No. 30462	CITY OF STUART		CONSTRUCTION PLAN STA 3+25 to 6+25	SHEET NO.
	DATE	BY	DESCRIPTION	DESIGNED BY LRL	DRAWN BY JMB		PROJECT NAME	FINANCIAL PROJECT ID		10
				CHECKED BY GMB	PRINT DATE 04/24/2019		NW DIXIE HIGHWAY	4400201-58-01		
				ENGINEER OF RECORD J. LEONARD, P.E. NO. 01737			SIDEWALK EXTENSION	CITY OF STUART PROJECT NO.		

[illegible]



- LEGEND**
- + 4.35 EXIST. SPOT ELEV. (NAVD88)
 - 4 EXIST. CONTOUR
 - EXIST. ASPHALT PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED 6" THICK CONCRETE
 - PROPOSED ASPHALT
- NOTES:**
1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
 2. ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
 3. ALL ELEVATIONS SHOWN HERE ON REFER TO NAVD 88 DATUM.
 4. THE EXISTING GUARDRAIL SHALL REMAIN IN PLACE OR TEMPORARY BARRIER(S) MUST BE INSTALLED AND MAINTAINED UNTIL THE NEW GUARDRAIL IS INSTALLED.
 5. THE EXISTING WIRE FENCE SHALL REMAIN IN PLACE UNTIL THE NEW WIRE FENCE IS INSTALLED.
 6. CONTRACTOR TO COORDINATE WITH FPL TO REMOVE ABANDONED UTILITY POLE(S) PRIOR TO ANY CONSTRUCTION.
 7. GUARDRAIL POST LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ANY UTILITY/DRAINAGE CONFLICTS PRIOR TO CONSTRUCTION.



**FINAL DESIGN
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79 of 182

REVISIONS	
DATE	DESCRIPTION

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CHECKED BY GMB	PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737	

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CITY OF STUART	
PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY SIDEWALK EXTENSION	440020-1-58-01
	CITY OF STUART PROJECT NO.

CONSTRUCTION PLAN STA 6+25 to 9+25	
	SHEET NO. 11

MATCH LINE STA 12+25
(SHEET 13)

CONSTRUCTION PLAN STA 9+25 to 12+25	SHEET NO.
	12

12

(IN FEET)
1 inch = 20 ft.

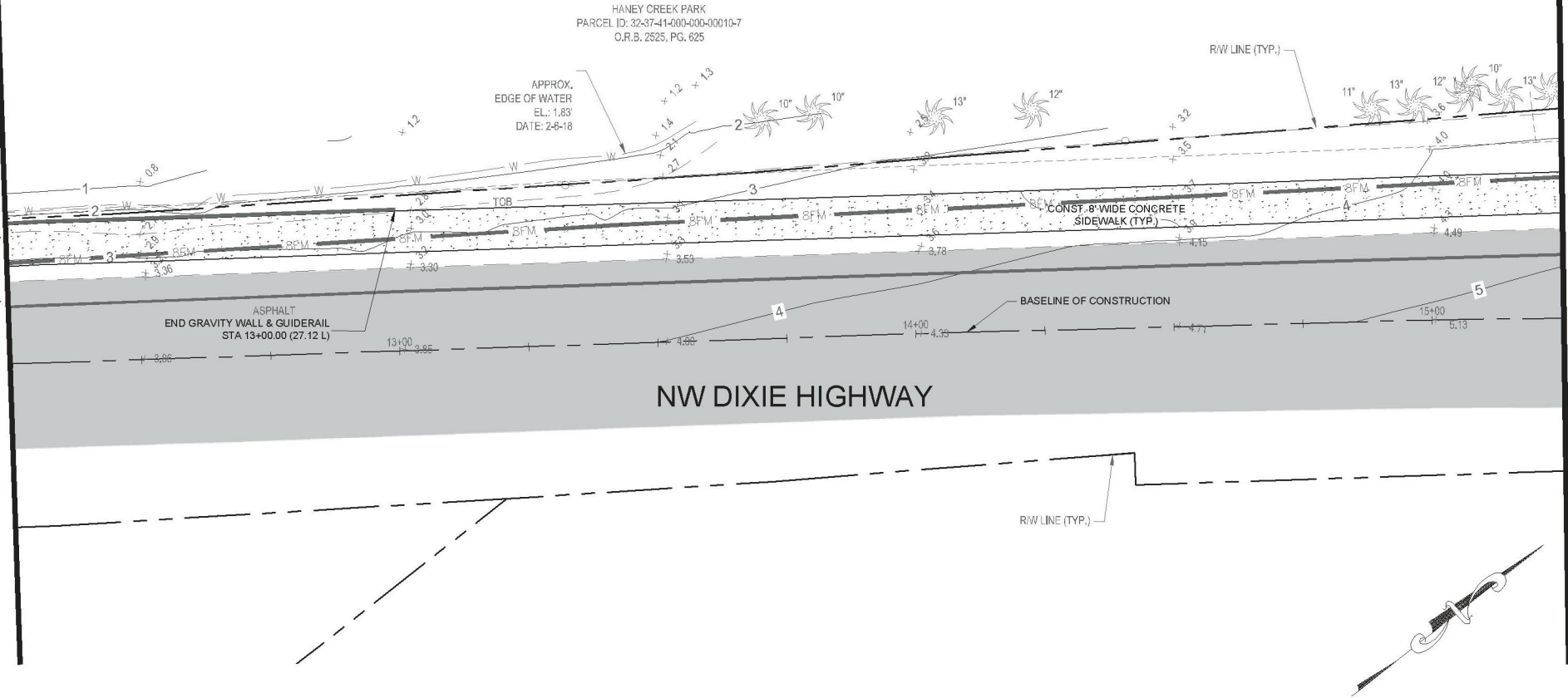
FINAL DESIGN
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19 of 36

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MATCH LINE STA 12+25
(SHEET 12)

MATCH LINE STA 15+25
(SHEET 14)



LEGEND

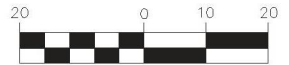
- + 4.35 EXIST. SPOT ELEV. (NAVD88)
- 4 EXIST. CONTOUR
- EXIST. ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK

NOTES:

1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
2. ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN HERE ON REFER TO NAVD 88 DATUM.
4. CONTRACTOR TO COORDINATE WITH FPL TO REMOVE ABANDONED UTILITY POLE(S) PRIOR TO ANY CONSTRUCTION.



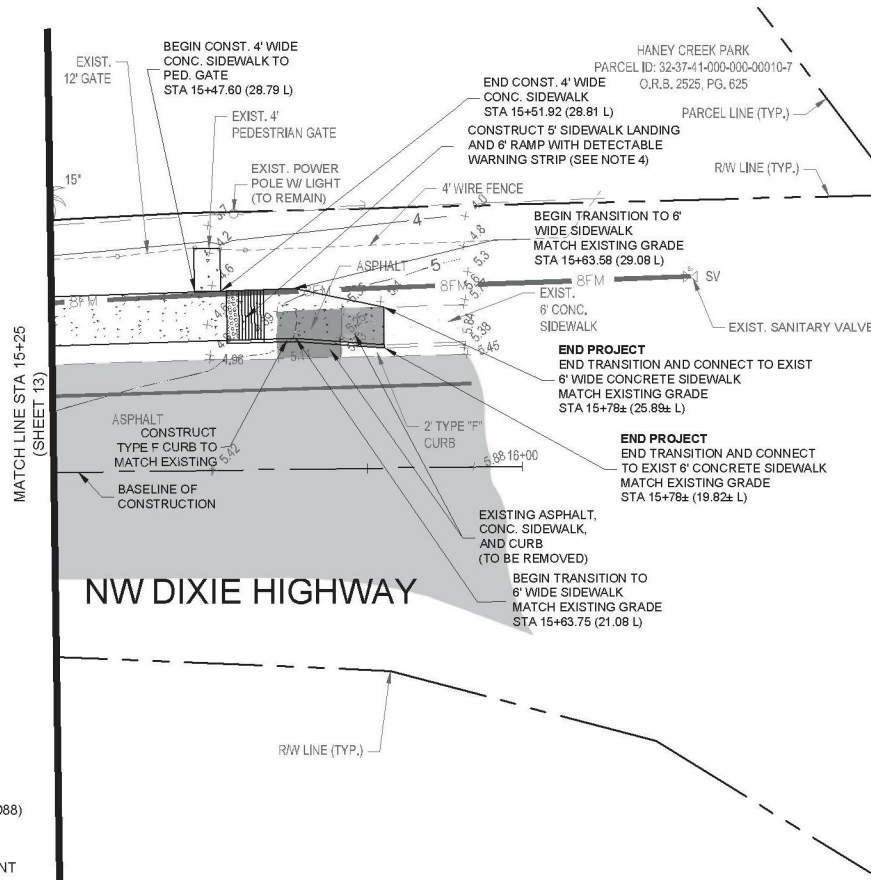
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

FINAL DESIGN
(FOR CONSTRUCTION)

8/1 of 182	REVISIONS		BOWMAN NO. 010301-01-002		Bowman Consulting Group, Ltd. 301 SE Ocean Blvd. Suit 301 Stuart, FL 34994 Phone: (772) 283-1413 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.	Bowman CONSULTING Certificate of Authorization License No. 30462	CITY OF STUART			CONSTRUCTION PLAN STA 12+25 to 15+25	SHEET NO.
	DATE	BY	DESCRIPTION	DESIGNED BY			DRAWN BY	PROJECT NAME	FINANCIAL PROJECT ID		
				LBL			JMB	NW DIXIE HIGHWAY	440020-1-58-01		
				CHECKED BY			PRINT DATE	SIDEWALK EXTENSION	CITY OF STUART PROJECT NO.		
				GMB			04/24/2019				



LEGEND

- + 4.35 EXIST. SPOT ELEV. (NAVD88)
 — 4 — EXIST. CONTOUR
 EXIST. ASPHALT PAVEMENT
 PROPOSED CONCRETE SIDEWALK
 PROPOSED 6" THICK CONCRETE

NOTES:

1. ALL WORK FOR THIS PROJECT SHALL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
2. ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN HERE ON REFER TO NAVD 88 DATUM.
4. CONSTRUCT 5' SIDEWALK LANDING (6" MIN WIDTH & 2% MAX SLOPE) AND A 6" RAMP (1:12 MAX SLOPE) AND DETECTABLE WARNING STRIP PER FDOT INDEX 522-002. FDOT STANDARD SPECIFICATIONS SECTION 527 AND PER ADA REQUIREMENTS.
5. CONTRACTOR TO COORDINATE WITH FPL TO REMOVE ABANDONED UTILITY POLE(S) PRIOR TO ANY CONSTRUCTION.



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DATE	BY	DESCRIPTION	DESIGNED BY LBL	DRAWN BY JMB	CHECKED BY GMB	PRINT DATE 04/24/2019	ENGINEER OF RECORD L. LEONARD, P.E., NO. 91737	PROJECT NAME	FINANCIAL PROJECT ID			14					
								NW DIXIE HIGHWAY	440020-1-58-01								
								SIDEWALK EXTENSION	CITY OF STUART PROJECT NO.								



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

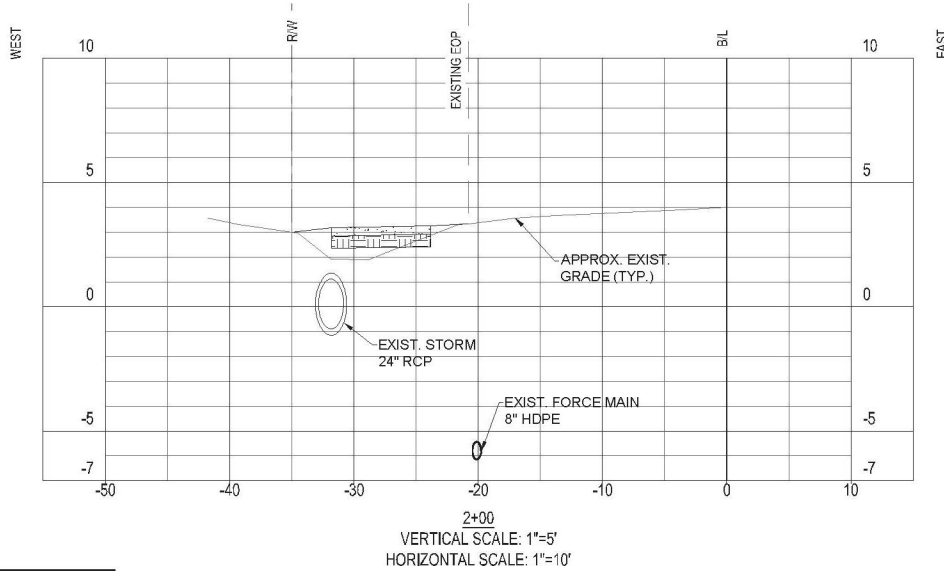
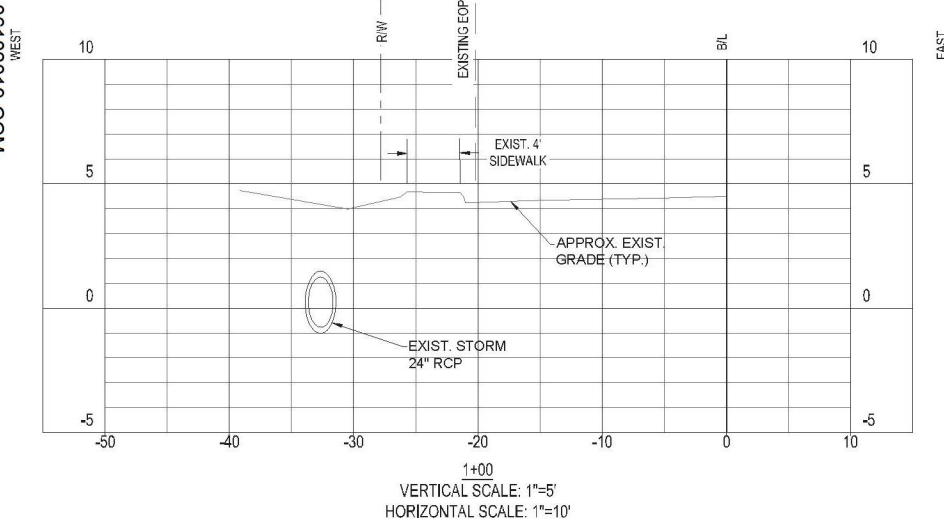
FINAL DESIGN
(FOR CONSTRUCTION)

CONSTRUCTION PLAN
STA 15+25 to 15+78

SHEET
NO.

14

06102019 CCM



NOTE:

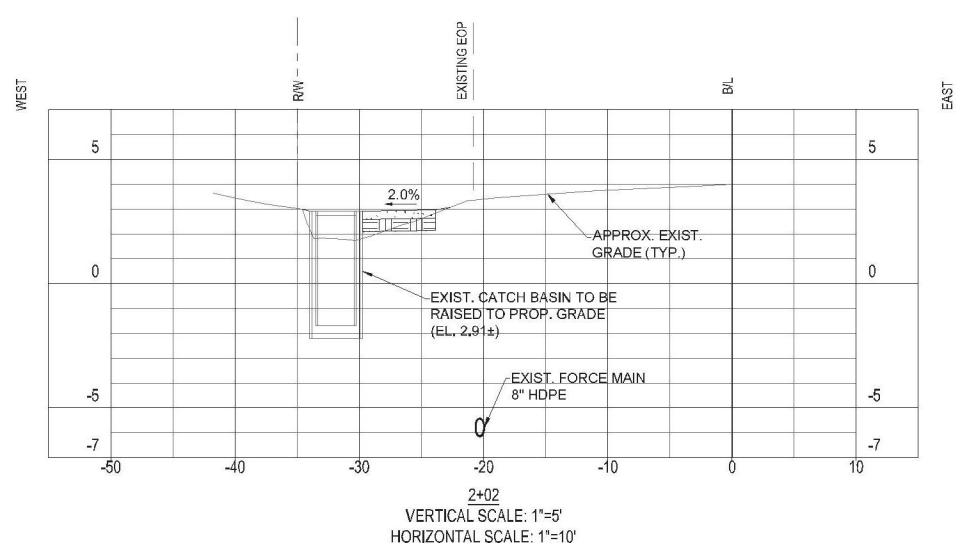
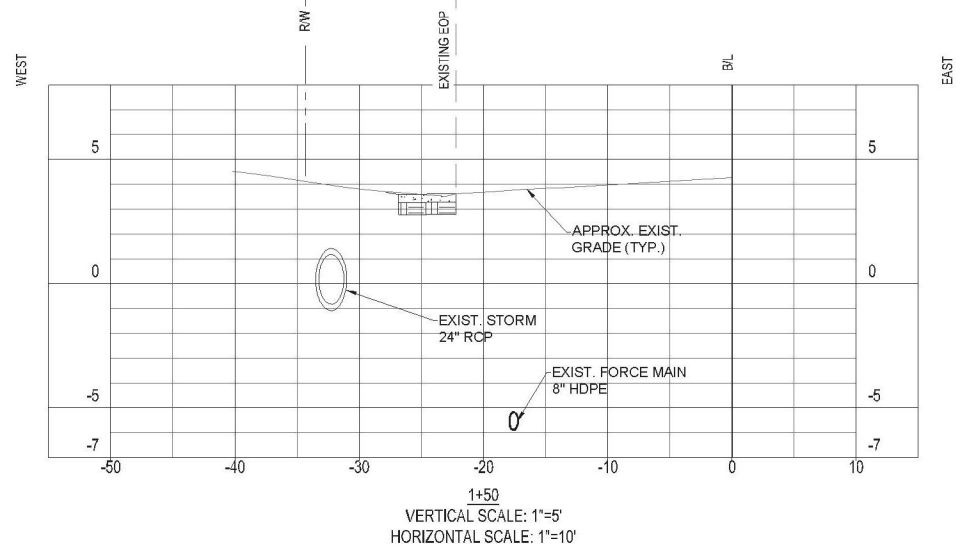
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.



REVISIONS		DESCRIPTION
DATE	BY	

BOWMAN NO. 010391-01-002
DESIGNED BY LBL
DRAWN BY JMB
CHECKED BY GMB
PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

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CROSS SECTIONS

SHEET NO.

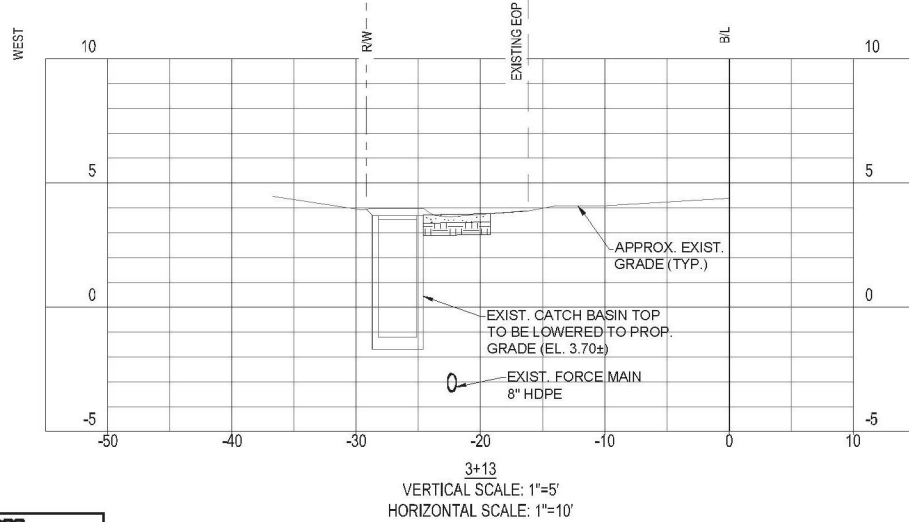
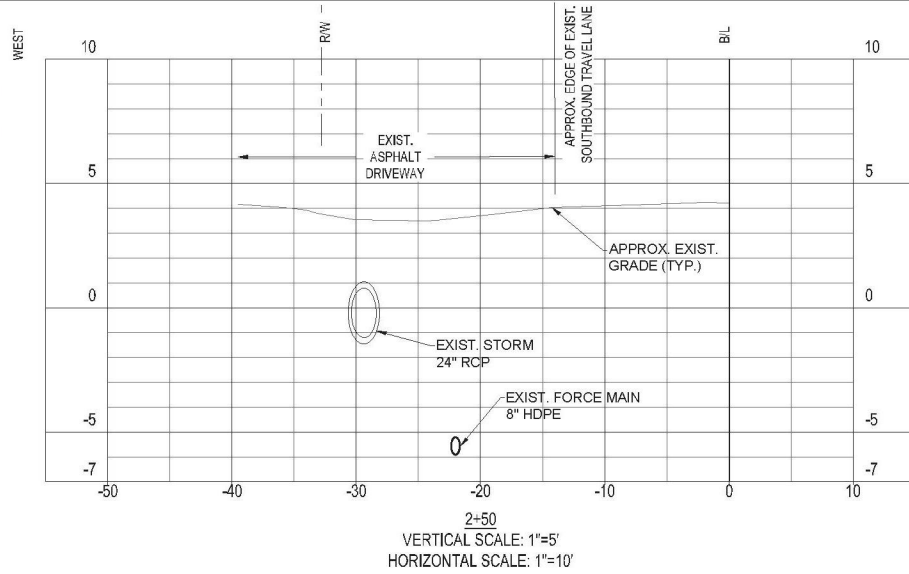
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CITY OF STUART

PROJECT NAME
NW DIXIE HIGHWAY
SIDEWALK EXTENSION

FINANCIAL PROJECT ID
440020-1-58-01
CITY OF STUART PROJECT NO.

06102019 CCM



NOTE:

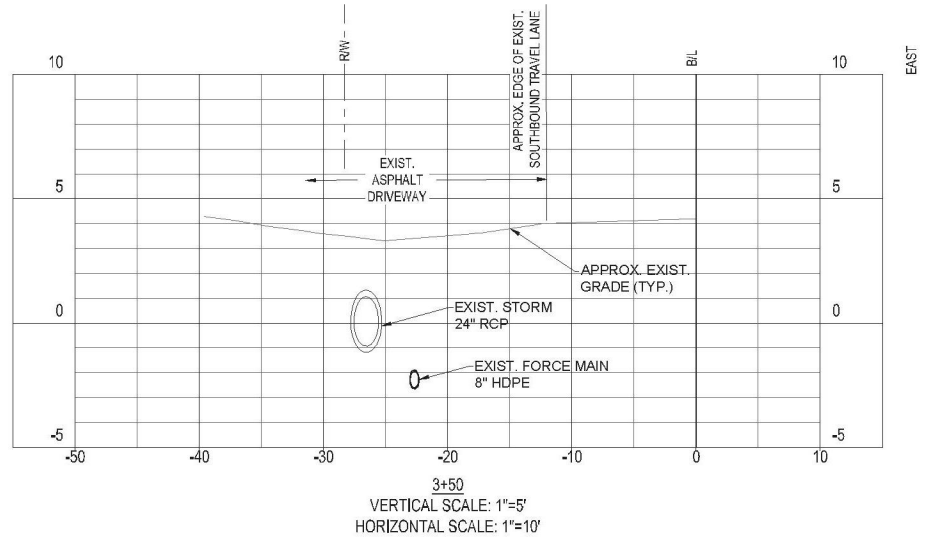
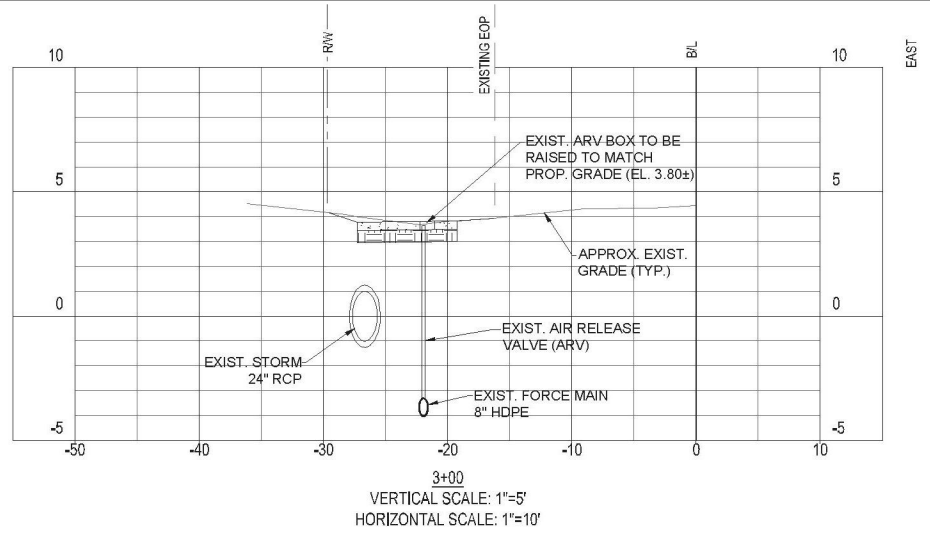
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.



DATE	BY	DESCRIPTION

BOWMAN NO. 010391-01-002	DRAWN BY JMB
DESIGNED BY LBL	PRINT DATE 04/24/2019
CHECKED BY GMB	ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

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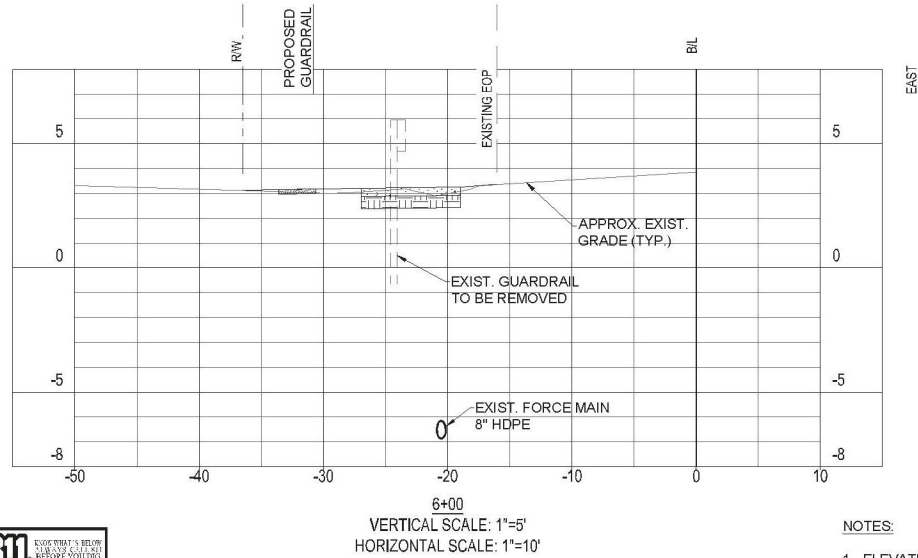
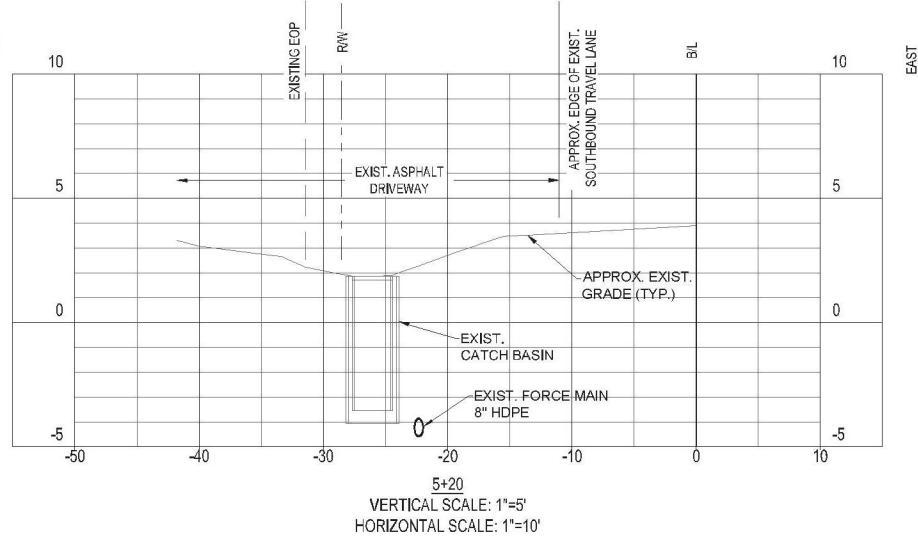
CROSS SECTIONS

SHEET
NO.

16

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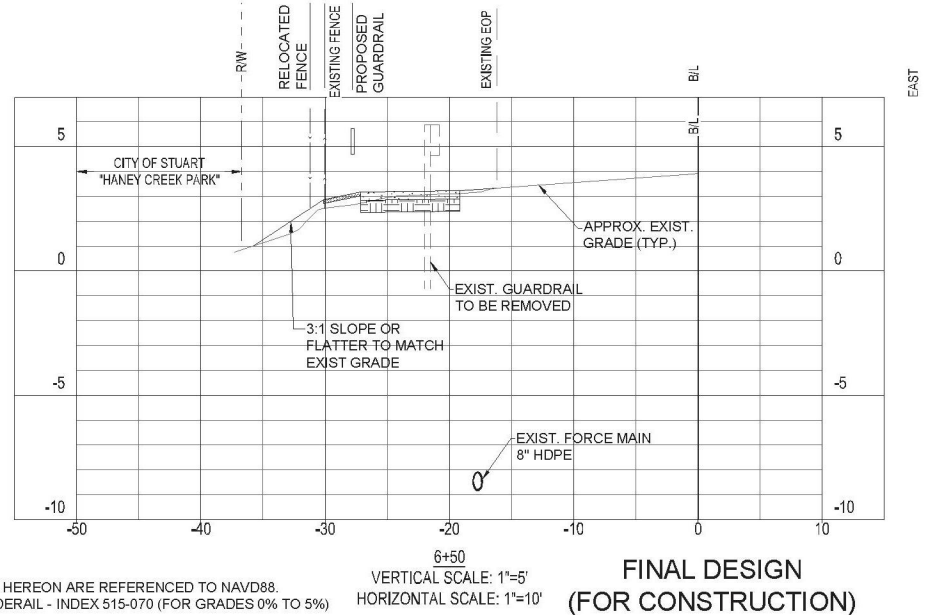
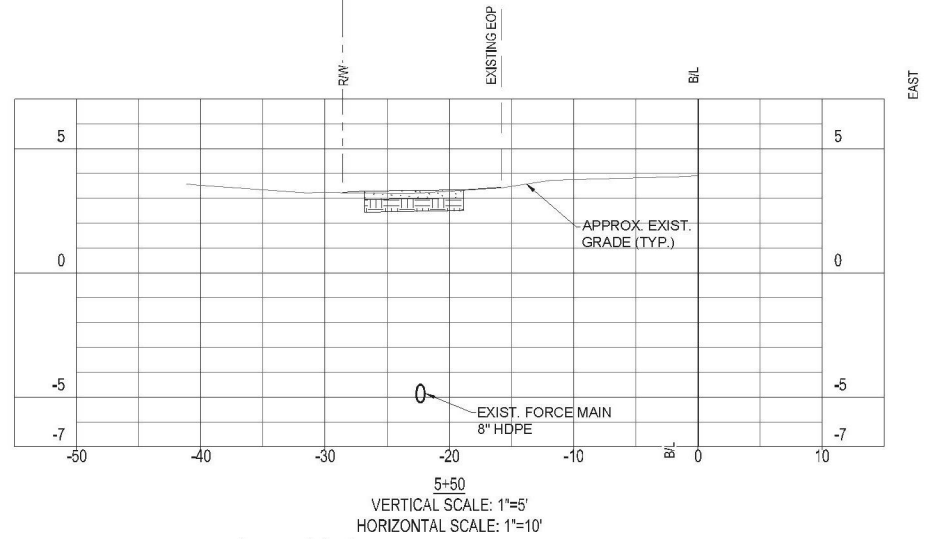
WEST



NOTES:

1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.
2. ALUMINUM PIPE GUIDERAIL - INDEX 515-070 (FOR GRADES 0% TO 5%)

WEST



**FINAL DESIGN
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REVISIONS		DESCRIPTION
DATE	BY	

BOWMAN NO. 010391-01-002	DRAWN BY JMB
DESIGNED BY LBL	PRINT DATE 04/24/2019
CHECKED BY GMB	ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

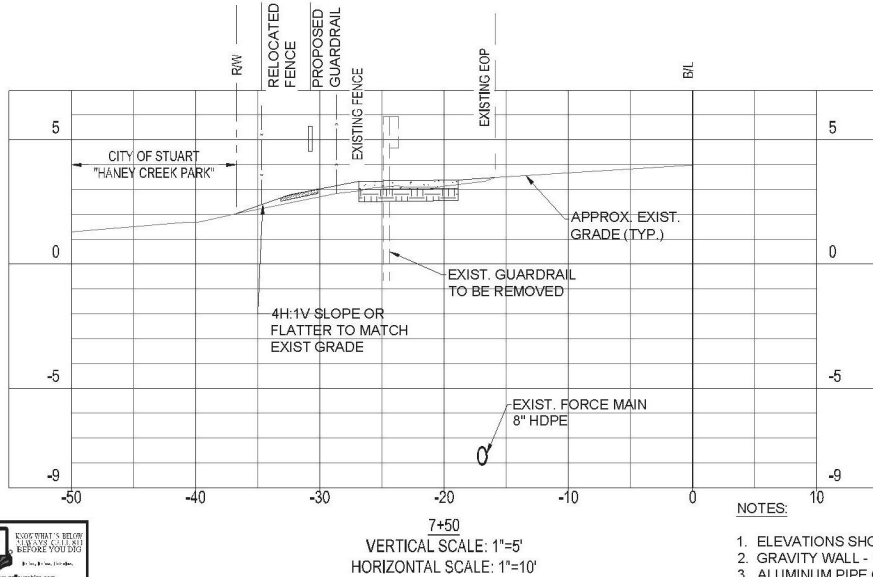
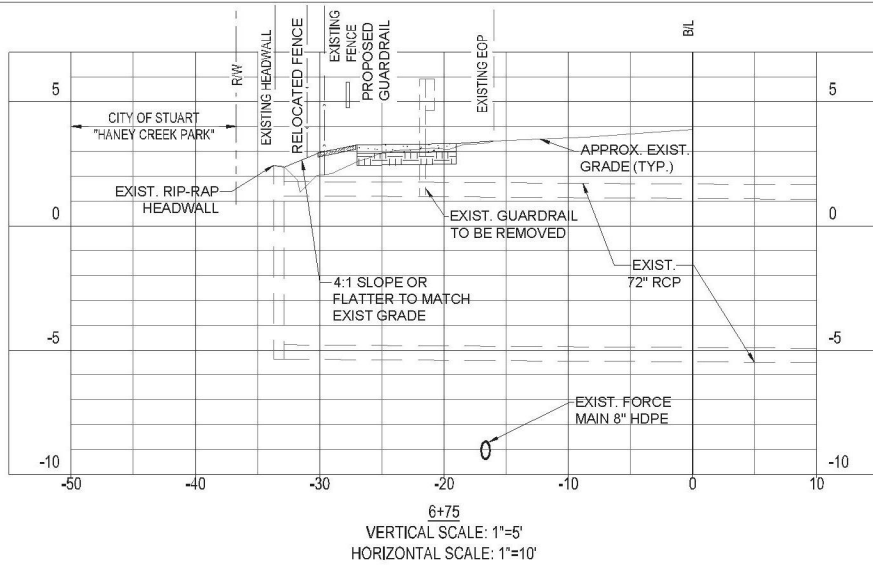
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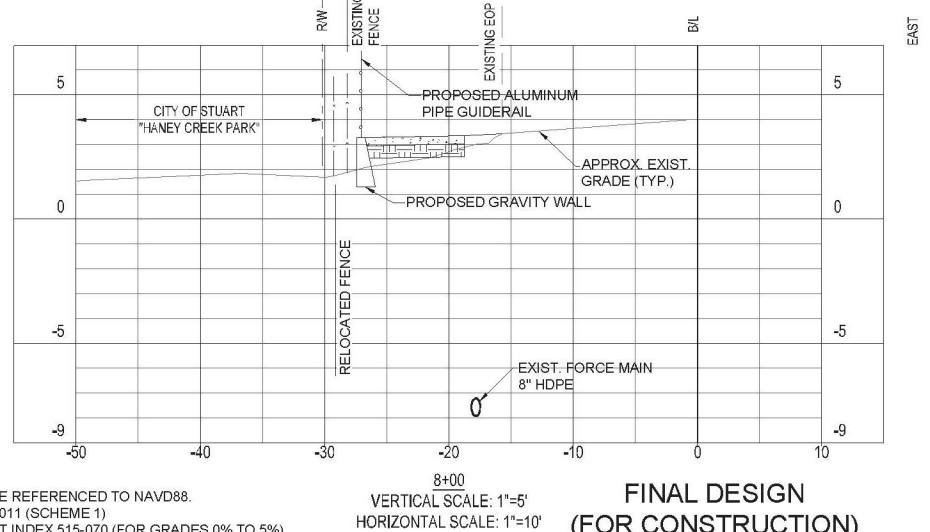
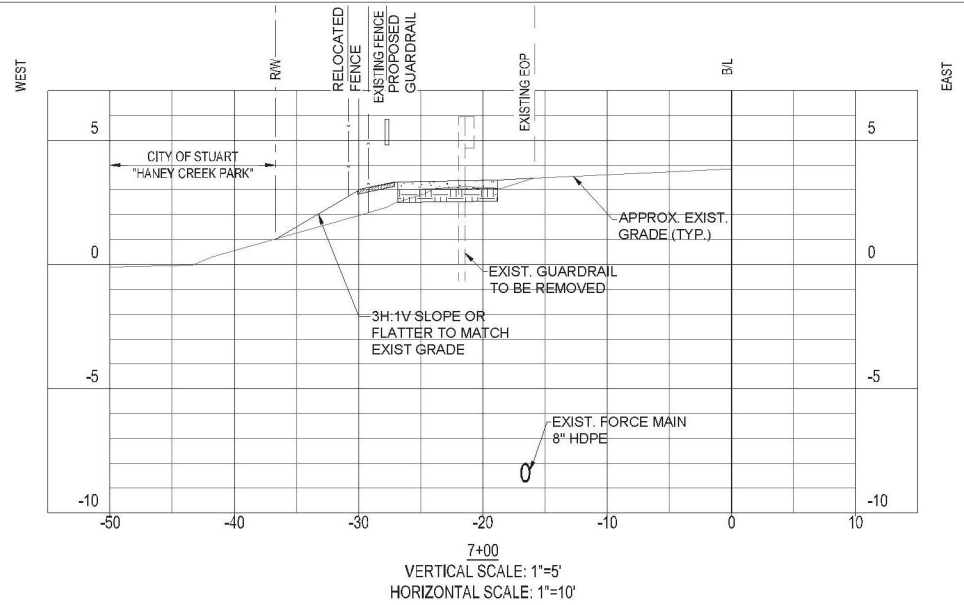
CITY OF STUART	
PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY	440020-1-58-01
SIDEWALK EXTENSION	CITY OF STUART PROJECT NO.

CROSS SECTIONS	
SHEET NO.	18

06/10/2019 CCM



- NOTES:
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.
 2. GRAVITY WALL - FDOT INDEX 400-011 (SCHEME 1)
 3. ALUMINUM PIPE GUIDERAIL - FDOT INDEX 515-070 (FOR GRADES 0% TO 5%)



FINAL DESIGN
(FOR CONSTRUCTION)



DATE	BY	DESCRIPTION
8/7/18	JMB	DESIGNED
8/7/18	JMB	CHECKED
8/7/18	JMB	APPROVED

BOWMAN NO. 010391-01-002
DESIGNED BY JMB
CHECKED BY GMB
PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

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CITY OF STUART	
PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY SIDEWALK EXTENSION	440020-1-58-01
	CITY OF STUART PROJECT NO.

CROSS SECTIONS

SHEET
NO.
19



CROSS SECTIONS

20

g11 KNOW WHAT'S BELOW
ALWAYS CALL 811 BEFORE YOU DIG
800.4.A.S.H.1.1
www.call811.com

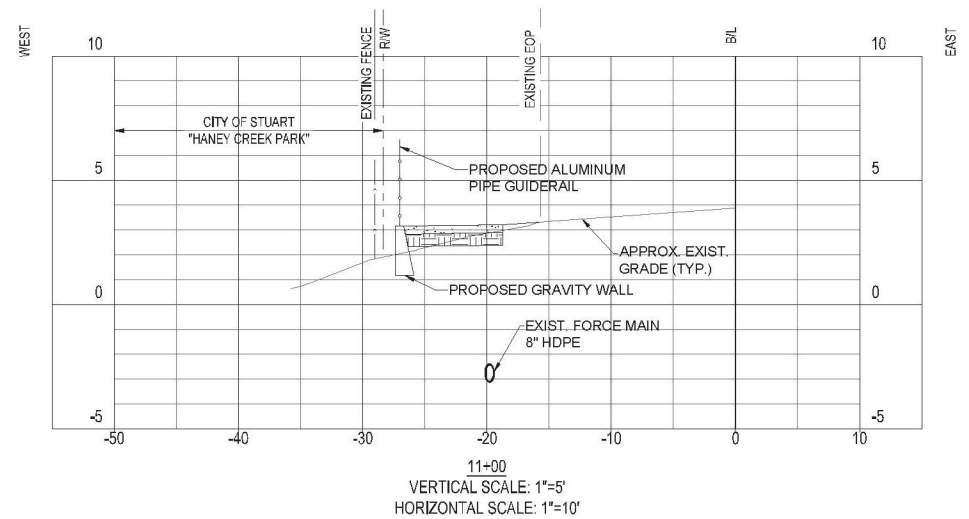
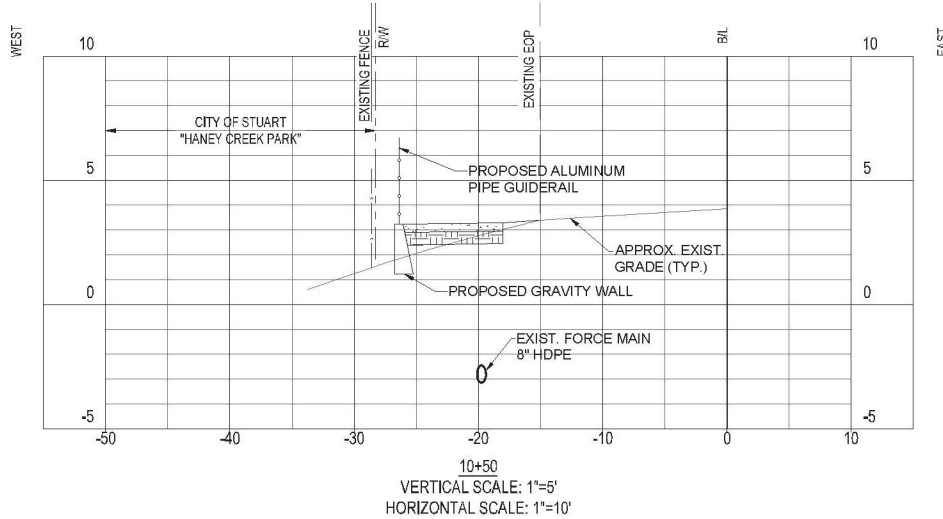
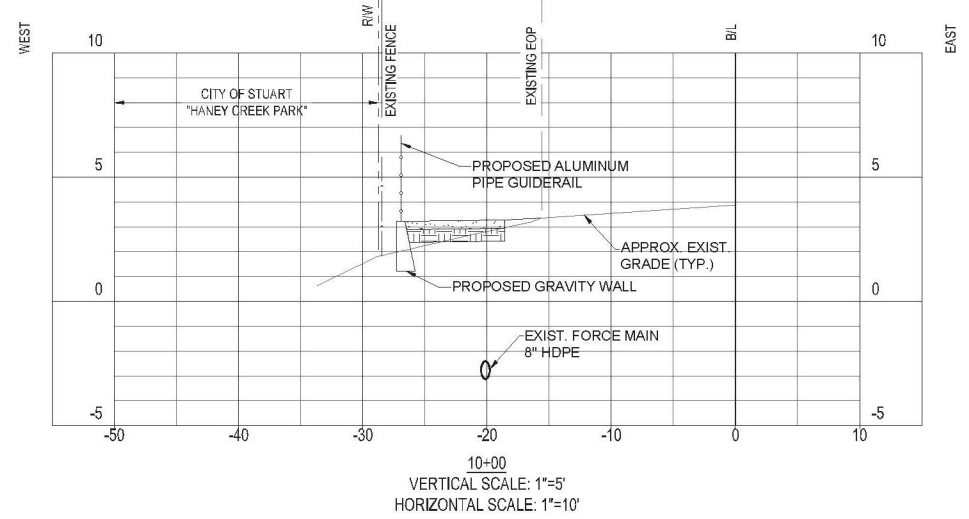
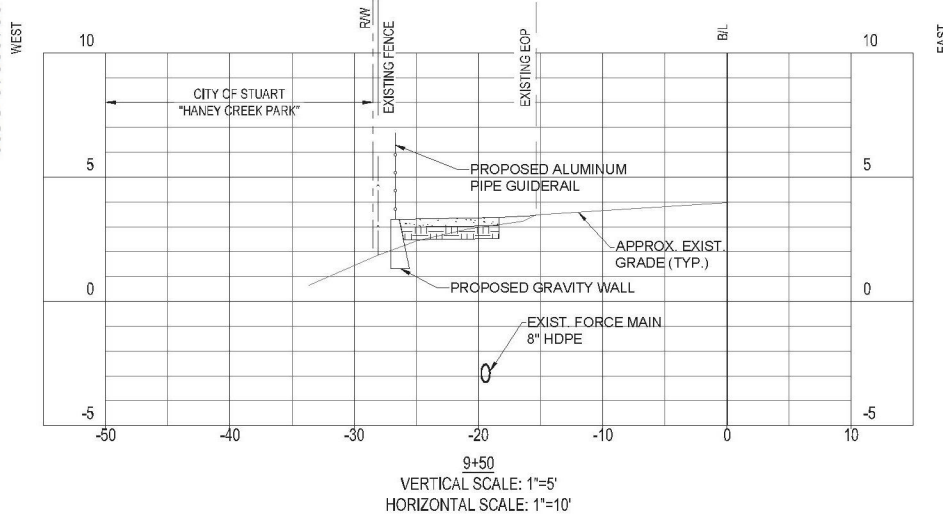
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ENGINEER OF RECORD L. LEONARD, P.E. No. 61737		

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CITY OF STUART	
PROJECT NAME	FINANCIAL PROJECT ID
NW DIXIE HIGHWAY SIDEWALK EXTENSION	440020-1-58-01
	CITY OF STUART PROJECT NO.

P:\03091 - COS Dixie Highway Sidewalk\010391-01-002 (DWG) - COS Dixie Highway Sidewalk\Engineering\Plan\Side Hwy Cross Sections 15-24.dwg 21 Wed Apr 24,2019 - 10:05am

06102019 CCM



NOTES:

1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.
2. GRAVITY WALL - FDOT INDEX 400-011 (SCHEME 1)
3. ALUMINUM PIPE GUIDERAIL - FDOT INDEX 515-070 (FOR GRADES 0% TO 5%)



8930 f 182

REVISIONS

DATE	BY	DESCRIPTION

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DRAWN BY JMB
CHECKED BY GMB
PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

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CITY OF STUART

PROJECT NAME
NW DIXIE HIGHWAY
SIDEWALK EXTENSION

FINANCIAL PROJECT ID
440020-1-58-01
CITY OF STUART PROJECT NO.

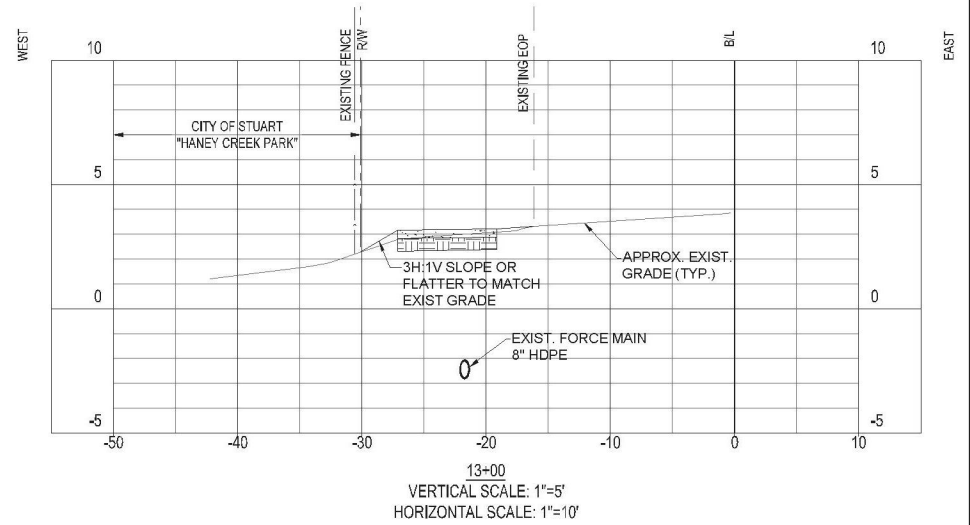
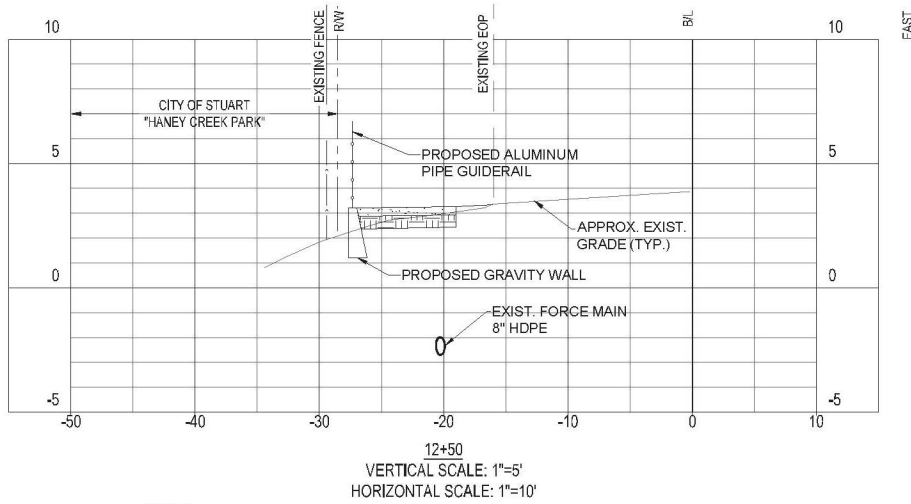
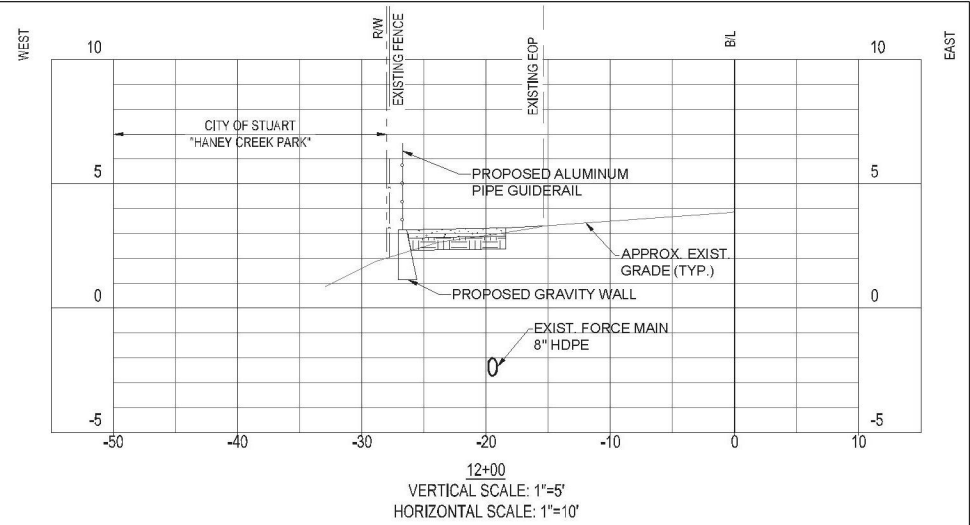
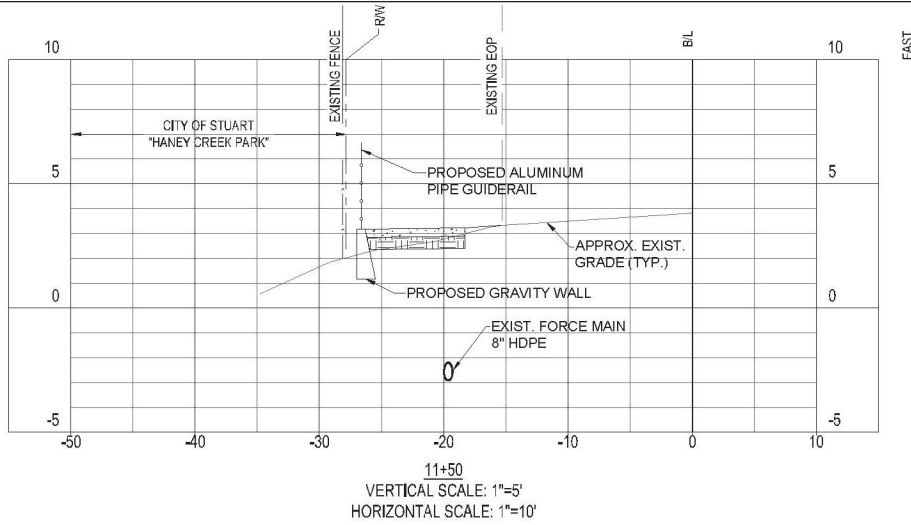
FINAL DESIGN
(FOR CONSTRUCTION)

CROSS SECTIONS

SHEET
NO.

21

06/10/2019 CCM



NOTES:

1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.
2. GRAVITY WALL - FDOT INDEX 400-011 (SCHEME 1)
3. ALUMINUM PIPE GUIDERAIL - FDOT INDEX 515-070 (FOR GRADES 0% TO 5%)



9 of 182

REVISIONS

DESCRIPTION

BOWMAN NO. 010391-01-002
DESIGNED BY LBL
DRAWN BY JMB
CHECKED BY GMB
PRINT DATE 04/24/2019
ENGINEER OF RECORD L. LEONARD, P.E. NO. 61737

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CITY OF STUART

PROJECT NAME
NW DIXIE HIGHWAY
SIDEWALK EXTENSION

FINANCIAL PROJECT ID
440020-1-58-01
CITY OF STUART PROJECT NO.

FINAL DESIGN
(FOR CONSTRUCTION)

CROSS SECTIONS

SHEET
NO.

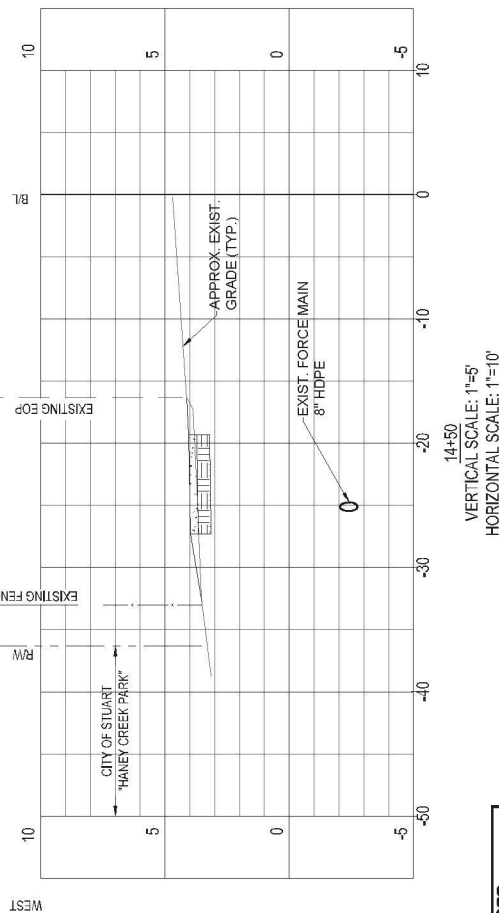
22

OWMAN NO. 010391-01-0021	DESIGNED BY JMB	DRAWN BY JMB	301 SE Ocean Blvd. Suit 301 Stuart, FL 34994
	CHECKED BY 04/24/2019	PRINT DATE 04/24/2019	Phone: (772) 283-1413
	ENGINEER OF RECORD LEONARDO, P.E. NO. 61737		www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

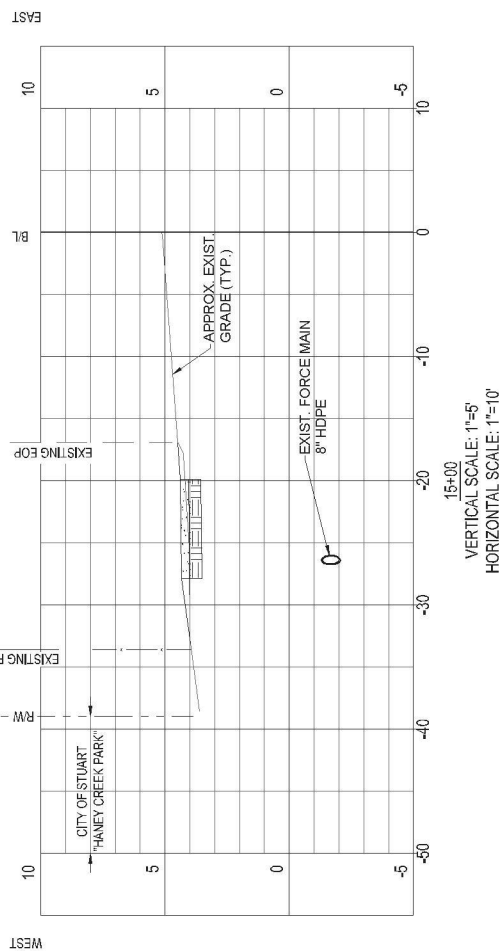
CITY OF STUART	PROJECT NAME	E HIGHWAY K EXTENSION
	FINANCE	444
		CITY OF ST

SHEET NO.	23
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1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.



FINAL DESIGN
(FOR CONSTRUCTION)





1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

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WITHOUT TEMPORARY RAISED RUMBLE STRIPS:

1. Special Conditions may be required in accordance with these notes and the following sheets:
 - A. Railroad Crossings:
 - a. The queue length plus 300 feet, to the Work Area the crossing is located closer to the Work Area than the Buffer Space as shown on Sheet 3.
 - b. If the queuing of vehicles across an active railroad crossing cannot be prevented, the crossing shall be closed to traffic. The crossing shall be closed to traffic by closing the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place on the highway. On the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
 - B. Temporary Raised Rumble Strips:
 - a. Use when both of the following conditions are met concurrently:
 1. Existing Posted Speed is 55 mph or greater;
 2. Work duration is greater than 60 minutes;
 - b. Use a 12" x 12" x 12" cube of Aggregate 57 or larger, space each Rumble Strip Strip transversely across the lane at locations as shown.
 - c. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
 - C. Additional one-way control may be provided by the following means:
 - a. Flag-carrying vehicle;
 - b. Traffic warden;
 - c. Pilot vehicles;
 - d. Traffic signals.

When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

Posted Speed	DEVICE SPACING										Buffer Space
	Maximum Spacing of Cones or Tubular Markers			Maximum Spacing of Type I or Type II Barricades/Panels/Drums			Distance Between Signs				
	On a Target	On a Target	On a Target	On a Target	On a Target	On a Target	A	B	C	D	
25	20'	50'	50'	20'	50'	50'	200'	200'	200'	100'	155'
30	20'	50'	50'	20'	50'	50'	200'	200'	200'	100'	200'
35	20'	50'	50'	20'	50'	50'	200'	200'	200'	100'	250'
40	20'	50'	50'	20'	50'	50'	200'	200'	200'	100'	305'
45	20'	50'	50'	20'	50'	50'	350'	350'	350'	175'	360'
50	20'	50'	50'	20'	50'	100'	500'	500'	500'	250'	425'
55	20'	50'	50'	20'	100'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	50'	20'	100'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	50'	20'	100'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	50'	20'	100'	100'	2640'	1500'	1000'	500'	730'

FINAL DESIGN
(FOR CONSTRUCTION)

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

NOTE:

CONTRACTOR SHALL USE DILIGENT CAUTION TO COMPLETE THE WORK WITHIN THE CITY RIGHT-OF-WAY AND ON CITY OWNED PROPERTY AS DESCRIBED IN THE PLANS. IN NO CASE SHALL THE CONTRACTOR ENCROACH ON PRIVATELY OWNED PROPERTY.

911 CALLING 911 IS ALWAYS CALLED FOR THE ONE YOU NEED

[illegible]

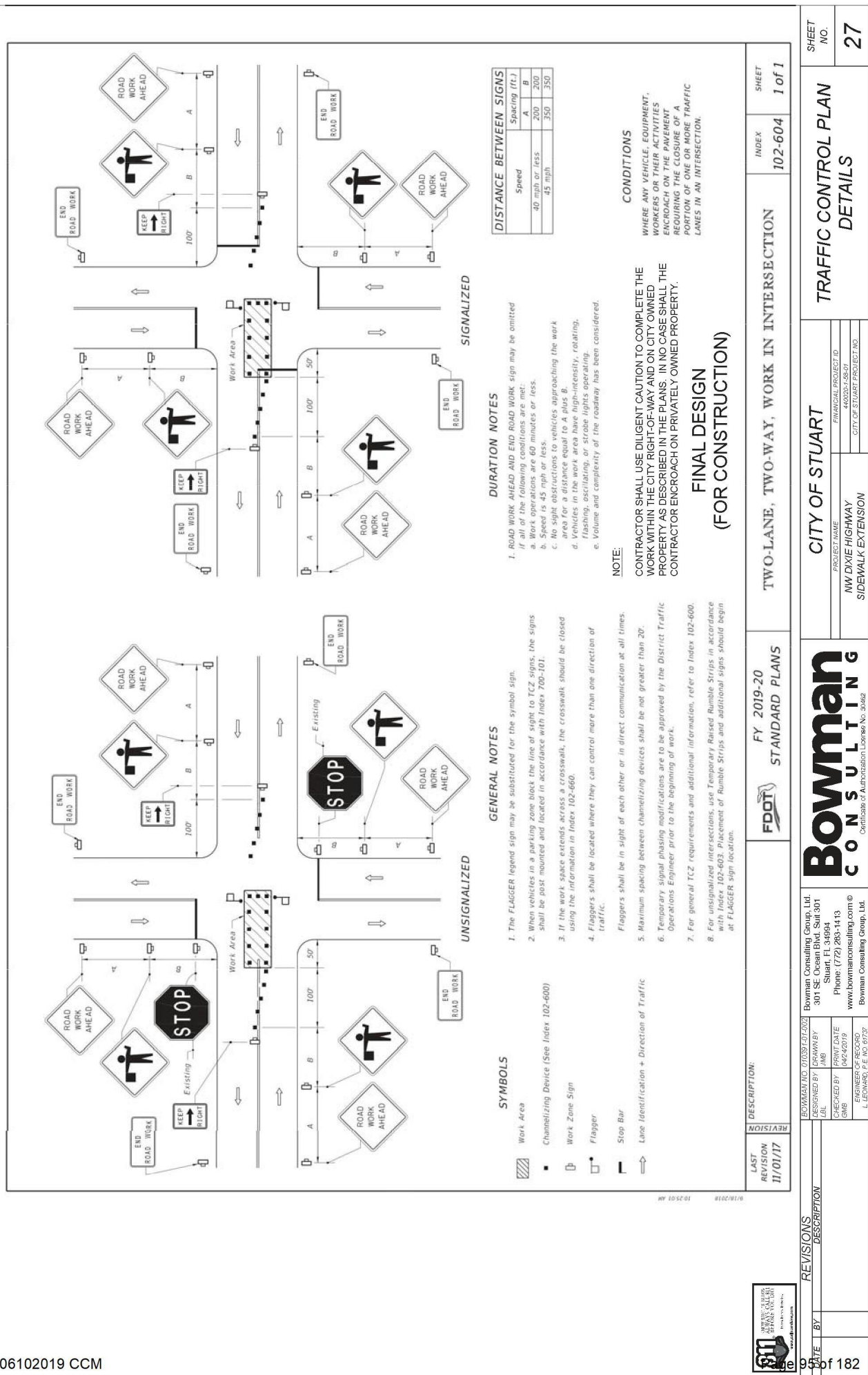




EXHIBIT B

MARTIN COUNTY PUBLIC WORKS DEPARTMENT

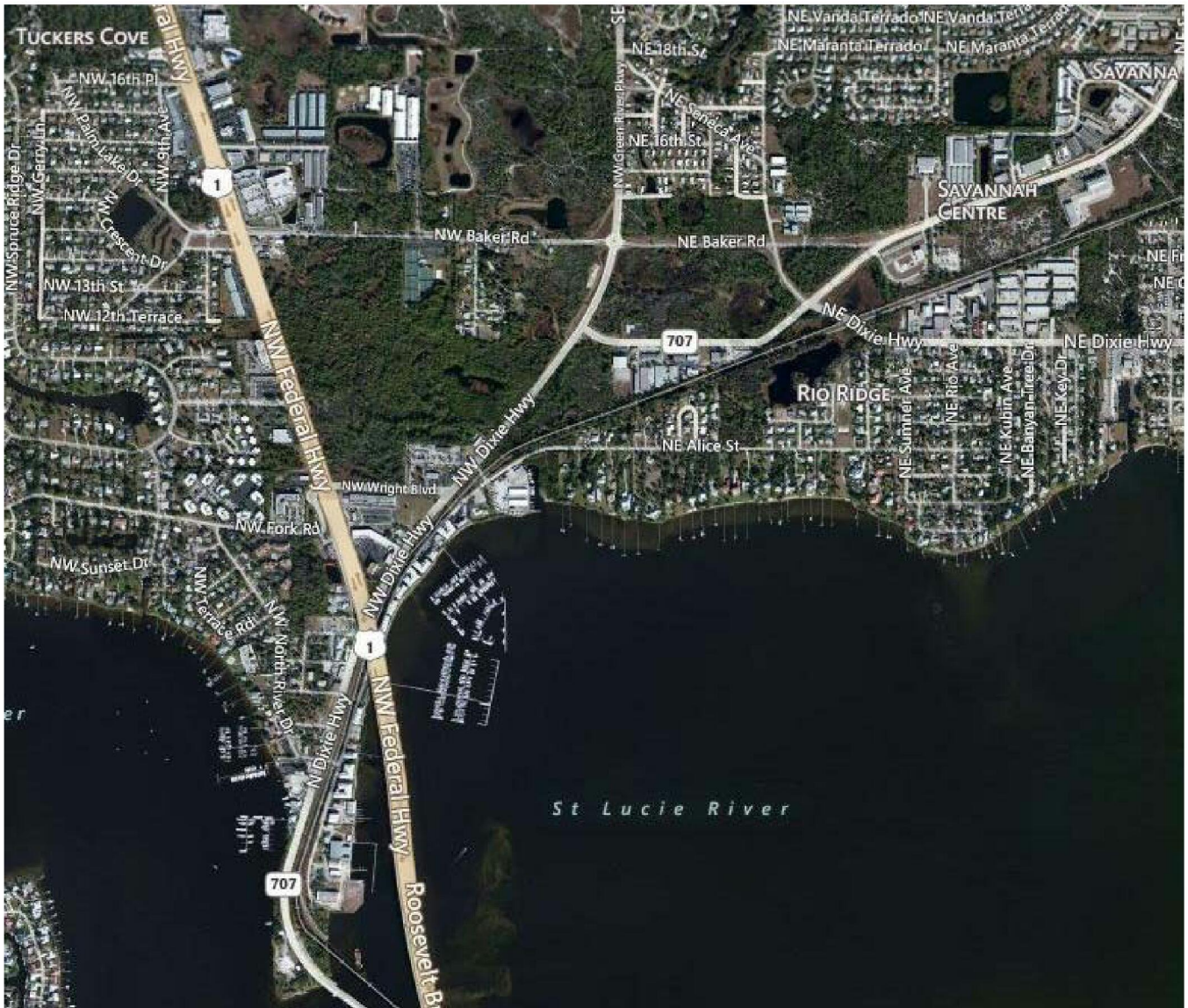
CONTRACT ADMINISTRATION FEE SCHEDULE			
Contract Position	Billable Hours	Rate	Project Cost
Budget & Finance	65	\$20.00	\$1,300.00
County Attorney	5	\$200.00	\$1,000.00
Administrative Asst III	20	\$18.00	\$360.00
Inspector	51	\$75.00	\$3,825.00
Project Manager (RCS)	90	\$90.00	\$8,100.00
Project Manager	34	\$90.00	\$3,060.00
Sr. Project Manager	8	\$110.00	\$880.00
Sr. Project Engineer	15	\$150.00	\$2,250.00
Total Projected Fee*			\$20,775.00

*Fee includes manhours and expenses paid during pre-construction, construction, and post-construction phases

Estimated Project Cost \$404,015.00

TOTAL CONTRACT ADMINISTRATION FEE \$20,775.00

NW Dixie Highway Sidewalk Extension Project



FY 19/20 Transportation Alternatives Program LOCATION MAP City of Stuart

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019 **Prepared by:** Tim Voelker, P.E. - Assistant Public Works Director/City Engineer

Title of Item:

BUDGET AMENDMENT FOR PFC SITE INVESTIGATION (RC):

RESOLUTION No. 59-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #8 TO THE 2018-2019 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR A WORK AUTHORIZATION WITH KIMLEY-HORN IN THE AMOUNT OF \$84,675.00 FOR ADDITIONAL WORK RELATED TO THE PER-FLUORINATED COMPOUND SITE INVESTIGATION AT THE PUBLIC SAFETY COMPLEX. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On September 24, 2018 the City Commission adopted Resolution No. 90-2018 Budget Amendment #12, which appropriated and authorized the expenditure of funds for a work authorization with Kimley-Horn & Associates, Inc. in the amount of \$68,905.00 for a per-fluorinated compound (PFC) site investigation at the Public Safety Complex. A site assessment was performed and a report was subsequently submitted to the Florida Department of Environmental Protection (FDEP) on March 6, 2019 for their review. On April 26, 2019, FDEP submitted a request for additional information regarding the site assessment report. The additional information requested includes supplementary soil sampling, a groundwater model, and a 1/4 mile radius review of existing groundwater supplies.

This budget amendment authorizes the appropriation and expenditure of funds to conduct the additional work requested by FDEP.

Funding Source:

From: Fund Balance	\$84,675.00
To: General Government, Professional Services	\$84,675.00

Recommended Action:

Approve Resolution No. 59-2019, BA No. 8.

ATTACHMENTS:

Description	Upload Date	Type
❑ R59-2019 BA No. 8 Additional PFC Investigation at Public Safety Complex	6/4/2019	Resolution add to Y drive
❑ Resolution 90- 2018 BA No. 12	5/30/2019	Backup Material
❑ FDEP April 26, 2019 Letter	5/30/2019	Backup Material



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

RESOLUTION NUMBER 59-2019

RESOLUTION No. 59-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #8 TO THE 2018-2019 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR A WORK AUTHORIZATION WITH KIMLEY-HORN IN THE AMOUNT OF \$84,675.00 FOR ADDITIONAL WORK RELATED TO THE PER-FLUORINATED COMPOUND SITE INVESTIGATION AT THE PUBLIC SAFETY COMPLEX. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2018-2019 Year Budget of the General Fund and of the City of Stuart, Florida, being Resolution No. 59-2019 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From: Fund Balance	\$84,675.00
To: General Government, Professional Services	\$84,675.00

This is an authorization of the City Commission of the City of Stuart, Florida authorizing budget amendment #8 to the FY 2018-19 Annual Budget to appropriate and expend funds for additional work related to the per-fluorinated compound site investigation at the Public Safety Complex.

SECTION 2: Except as amended hereby, the FY 2018-2019 Annual Budget shall remain in full force and effect.

SECTION 3: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



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

RESOLUTION NUMBER 90-2018

RESOLUTION No. 90-2018; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT #12 TO THE 2017-2018 GENERAL FUND, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR A WORK AUTHORIZATION WITH KIMLEY-HORN IN THE AMOUNT OF \$68,905.00 FOR A PER-FLUORINATED COMPOUND SITE INVESTIGATION AT THE PUBLIC SAFETY COMPLEX, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2017-2018 Year Budget of the General Fund of the City of Stuart, Florida, being Resolution No. 90-2018 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

FROM: Fund Balance \$68,905.00

TO: 1201-531 Professional Services \$68,905.00

This is an authorization of the City Commission of the City of Stuart, Florida authorizing Budget Amendment #12 to the FY 2017-2018 Annual Budget to appropriate and expend funds for the per-fluorinated compound site investigation at the Public Safety Complex.

SECTION 2: Except as amended hereby, the FY 2017-2018 Annual Budget shall remain in full force and effect.

SECTION 3: This resolution shall take effect on adoption.

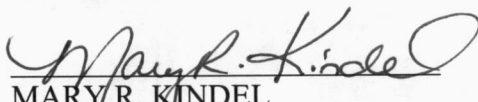
Commissioner MATHESON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

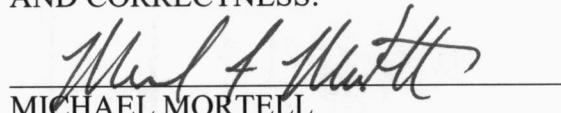
ADOPTED this 24th day of September, 2018.

ATTEST:


MARY R. KINDEL
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY





**WORK AUTHORIZATION NO. 3
TO THE AGREEMENT FOR REI NO. 2017-172
PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF STUART AND
THE FIRM OF KIMLEY-HORN AND ASSOCIATES, INC.**

**PROJECT DESCRIPTION: PUBLIC SAFETY COMPLEX PFC REMEDIATION
EVALUATION**

I. PURPOSE

This is an attachment to the Master Agreement for Professional Engineering Services, REI #2017-172 dated December 11, 2017, between the City of Stuart (CITY) and the firm of Kimley-Horn and Associates, Inc., (PROFESSIONAL) and made a part thereof. The purpose of this Project Authorization is to authorize PROFESSIONAL to provide engineering services for the PFC remediation evaluation at the City's Public Safety Complex.

II. PROFESSIONAL'S SERVICE

The PROFESSIONAL shall provide professional engineering services for the PFC remediation evaluation as outlined herein.

III. GENERAL SCOPE OF WORK

The PROFESSIONAL'S services shall include, but not be limited to, the following items:

TASK 1 – SITE ASSESSMENT

A site assessment plan will be prepared for submittal to FDEP. The plan will outline the proposed additional soil and groundwater sampling as described in the tasks below. PROFESSIONAL will assist the City in responding to questions or comments from FDEP. Adjustments to the work scope may be necessary pending FDEP's response.

TASK 2 – SOIL & GROUNDWATER SAMPLING

- a) In April 2018 Ecology and Environment, Inc. (E&E) was contracted by FDEP in part to perform soil sampling at the Fire Rescue Facility near onsite monitor well DW. The soil samples were analyzed for PFAS using EPA Method 537 (modified for solid samples).
- b) PROFESSIONAL will expand on the soil sampling performed at the Fire Rescue Facility near monitor well DW. An additional eighteen (18) soil samples will be collected at 6 boring locations. Four borings will be located approximately fifty (50) feet from the well DW in the four cardinal directions. Two additional borings will be located approximately 100 feet from



well DW; one located north and another located east. Each boring location will be sampled at the same depth intervals as performed by E&E and each sample will be analyzed for PFAS using EPA Method 537. One duplicate sample, one equipment rinsate blank and one trip blank also will be analyzed for PFAS using EPA Method 537. PROFESSIONAL will coordinate with the City and the laboratory contracted with the City for the shipment and analysis of the samples.

- c) The above work scope assumes the City will handle and pay for laboratory fees. A site map showing the proposed sample boring locations is included as Figure 1. Soil samples will be collected using a stainless-steel hand auger. Decontamination procedures will be performed between each sample collection in accordance with FDEP Standard Operating Procedures (SOP).
- d) In March 2018 Aquatech Geosciences, Inc. was contracted by the City to install and sample a shallow groundwater monitor well (Well DW) near the southwest corner of the Fire Rescue Facility. Sampling in March 2018 and in April 2018 resulted in PFOA/PFOS concentrations of 30,100 ng/L and 34,840 ng/L. The high concentrations of PFOA/PFOS and discussions with City personnel indicate that Aqueous Film Forming Foam (AFFF) may have been released or discharged at the Facility during firefighting training exercises, conducted from the 1980s to early 2000s.
- e) PROFESSIONAL will further delineate the contamination plume within and near the Facility. Eighteen (18) groundwater samples will be collected at six locations using the direct-push (Geoprobe) method. A site map showing the proposed sample boring locations is included as Figure 1. PROFESSIONAL will secure a subcontractor (JAEE Environmental) that specializes in direct-push sampling. PROFESSIONAL will coordinate with the City to obtain necessary right-of-way access agreements to perform sampling outside the property of the Facility. At each location, three groundwater samples will be collected at depth intervals generally as follows:
- Near the top of the water table (~7 to 10 feet bls)
 - Near 40 feet bls
 - Refusal depth of the Geoprobe or near 80 feet bls (whichever is shallower)
- f) The samples will be analyzed for PFAS using EPA Method 537. Each sample interval will be purged and sampled in accordance with FDEP's SOP. Field instruments will be used and instrument calibration records and groundwater sampling logs will be completed. One duplicate groundwater sample, one equipment rinsate blank and one trip blank also will be collected for analysis. All groundwater sampling equipment will be decontaminated prior to use. PROFESSIONAL will coordinate with the City and the City's contracted laboratory for the shipment and analysis of the samples. Please note: this work scope assumes the City will handle laboratory fees. It is anticipated that onsite geoprobe groundwater sampling activities can be completed in two days.



TASK 3 – GROUNDWATER MODELING ASSESSMENT

Since initial detection of PFAS above HALs in 2014, the City has adjusted the use of their wellfield to reduce the PFAS concentration at the POE. Specifically, the City has discontinued the use of production wells PW-1, PW-3, and PW-5 that are located approximately 800 to 1,000 feet south of Well DW. In an effort to evaluate the transport and fate of the contamination plume, groundwater modeling efforts may be prudent to assist the City for future planning. PROFESSIONAL will review previous models completed of the wellfield area, historical groundwater quality data and data collected from this site assessment. PROFESSIONAL will then meet with the City to discuss whether additional modelling efforts may be beneficial.

TASK 4 – REMEDIATION TECHNIQUES EVALUATION

PROFESSIONAL will review current remediation techniques used in treating or removing PFC's from soils and/or groundwater contaminated sites, and evaluate effectiveness of each system. The following remediation methods will be reviewed:

- soil extraction
- In-situ treatment – in place treatment of groundwater/soils
- Treat-in-place system with regenerable ion exchanges

PROFESSIONAL will evaluate the size and applicable remediation system and prepare a summary report of advantages and disadvantages of each method. Remediation will be limited to the City's Fire Rescue facility located off of S.E. MLK Jr. Blvd. The summary report will include probable costs, techniques, locations current being applied, and effectiveness.

PROFESSIONAL will submit a draft for City review, and attend a review meeting to discuss results.

PROFESSIONAL will prepare a draft remediation plan for submission to FDEP and submit with final comments from the City.

TASK 5 – MEETINGS

It is anticipated that up to six (6) meetings will be held with the City and FDEP personnel to discuss the progress of the site assessment and to discuss steps forward for potential remediation and groundwater modelling efforts. It is also anticipated that regular communication and discussions will be conducted throughout this project. PROFESSIONAL will prepare for and attend the meetings and will be prepared to provide progress updates as necessary.



IV. WARRANTY

The PROFESSIONAL warrants that the services provided, as a result of this Work Authorization are complete, correct and suitable for the purpose intended.

V. DELIVERABLES

The project deliverables associated with the work effort will be delivered to the CITY in accordance with schedule provided in Exhibit B.

VI. PLANS AND DOCUMENT OWNERSHIP

The supporting information will become the property of the CITY upon completion of this Project. Computer software using Microsoft Excel and Word (latest version) will be used in the preparation of documents. If other software is used, it is to be translated to the aforementioned software.

VII. SCHEDULES AND TIME CONSTRAINTS

PROFESSIONAL will complete review of information and attend meetings in a timely manner and mutually agreed upon schedule. It is anticipated that the following schedule to complete this work authorization is in accordance with schedule provided in Exhibit B.

VIII. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Civil Engineering Services. Total compensation shall, based on the man hours shown on Exhibit C, for all services, material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed sixty-eight thousand nine hundred five dollars (\$68,905.00).

IX. ADDITIONAL TERMS

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project.



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

PROFESSIONAL: **KIMLEY-HORN AND ASSOCIATES, INC.**

By: (Signature)
(Signature)

BY: Brian Good, P.E., Principal
Corporate Officer Name and Title

Date: 9/13/18

ATTEST: (Signature)

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

(Signature)
Holly Vath
Financial Services Assistant Director

Date 9/28/18

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

(Signature)
David D. Peters
Director of Public Works

Date 9/28/18

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

(Signature)
Michael J. Mortell
City Attorney

Date 9/28/18

CITY CLERK

(Signature)
Mary Kindel
City Clerk

Date 9/28/18



EXHIBIT A
“PROFESSIONAL’S PERSONNEL HOURLY RATE SCHEDULE”

POSITION	HOURLY BILLING RATE
Senior Principal	\$255.00
Principal	\$225.00
Senior Project Manager	\$195.00
Construction Project Manager	\$175.00
Project Manager	\$160.00
Analyst	\$105.00
Design / CADD Technician	\$115.00
Traffic Technician	\$85.00
Office Manager	\$84.00
Clerical	\$65.00



EXHIBIT B

“PROFESSIONAL’S PERSONNEL HOURLY RATE & DELIVERABLES SCHEDULE”

Tasks	Description	Deliverables	Task Fee
Task 1	Site Assessment	2 Weeks from NTP	\$9,980.00
Task 2	Soil & Groundwater Sampling	2 Weeks after Task 1	\$27,120.00
	Geoprobe Sample Collection	2 Weeks after Task 1	
	Lab Sampling & Results	4 Weeks after sample collection	
Task 3	Groundwater Modeling	3-4 Weeks after Task 2	\$9,145.00
Task 4	Remediation Techniques Evaluation	4 Weeks from NTP	\$11,570.00
	Evaluation	4 Weeks from NTP	
	Prepare & Submit Summary Report	10-14 Weeks after NTP (3 weeks after lab results received)	
Task 5	Meetings	As needed	\$11,090.00
Total Fee Not to Exceed			<u>\$68,905.00</u>



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

April 26, 2019

Via Email: dpeters@ci.stuart.fl.us

Mr. David D. Peters, Public Works Director
City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

Re: City of Stuart Public Safety Complex Site Assessment Report for PFOA / PFOS
Located at or near 800 SE Martin Luther King, Jr. Boulevard
Stuart, Martin County, FL 34994
FDEP Site ID No. COM_363842, SIS ID No.: 761-1

Dear Mr. Peters:

The Florida Department of Environmental Protection (Department) and the University of Florida Center for Environment & Human Toxicology, have reviewed the submittal entitled "City of Stuart Public Safety Complex Site Assessment Report", dated March 4, 2019 (received March 6, 2019) prepared by JLA Geosciences, Inc. for the above-referenced site.

Copies of the April 24, 2019 review memorandum from the Department's District and Business Support Program and March 21, 2019 correspondence from the University of Florida are attached to this letter.

In order to complete the Site Assessment for this project and effectuate a timely source cleanup, meeting the requirements of Chapter 62-780, Florida Administrative Code, please address the comments made in the correspondence attached to this letter.

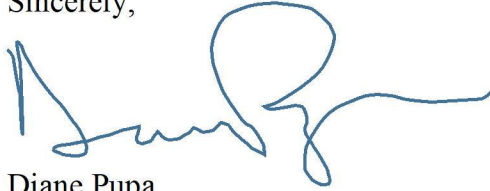
Your written response should be received at the Southeast District no later than July 1, 2019.

In an effort to make a more efficient submittal process for all incoming Waste Cleanup correspondence, the Department is streamlining our workflow process. But to accomplish this goal, your help is needed. We are requesting that all correspondence sent to the Southeast District related to the Waste Cleanup program be emailed to: SED_Permitting@floridadep.gov. Please ensure that all correspondence submitted contains a DEP Site/Project ID number in the cover letter/email. This number could be a Brownfields, COMET, ERIC, Tanks or other DEP program number.

If you have any questions, please contact me at telephone 561-681-6782, e-mail: diane.pupa@floridadep.gov or Paul Wierzbicki at 561-681-6677 or paul.wierzbicki@floridadep.gov.

Thank you for your cooperation in this matter.

Sincerely,



Diane Pupa
Program Administrator
Permitting and Waste Cleanup

Attachments: Memorandum dated March 4, 2019 with Letter dated March 21, 2019

cc: Timothy Voelker, City of Stuart, tvoelker@ci.stuart.fl.us
Michael Mortell, City of Stuart, mmortell@ci.stuart.fl.us
Rodney Miller, JLA Geosciences, rmiller@jlageosciences.com
Mark Miller, Kimley-Horn, mark.miller@kimley-horn.com
Alberto J. Naya, P.G., Section Leader, South FL Water Mgmt, anaya@sfwmd.gov
Lisa Ullman, SFWMD, lullman@sfwmd.gov
Todd Reinhold, REHP, Florida Health Martin County, Todd.reinhold@flhealth.gov
FDEP - Brian Dougherty, Leah J. Smith, Diane Pupa, Joni Synatschk, John C. Bryant, Paul Wierzbicki, Kelly Crain, David Phillips, Jamie Shakar



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Memorandum

TO: Paul Wierzbicki, Professional Geologist III
Permitting and Waste Cleanup Program, Southeast District

THROUGH: Brian Dougherty, Program Manager
District & Business Support Program, DWM

FROM: Leah J. Smith, Environmental Consultant
District & Business Support Program, DWM

SUBJECT: City of Stuart Wellfield PFOS PFOA
Stuart, Martin County
City of Stuart Public Safety Complex Site Assessment Report, March 4, 2019
Site ID: COM_363842

DATE: April 24, 2019

Digitally signed by
Brian Dougherty
Date: 2019.04.24
17:29:06 -04'00'

X

Digitally signed
by Leah J. Smith
Date: 2019.04.24
15:36:47 -04'00'

X

The *City of Stuart Public Safety Complex Site Assessment Report* (SAR) dated March 4, 2019, has been reviewed by the University of Florida Center for Environment and Human Toxicology (UF), and the Florida Department of Environmental Protection (FDEP) District and Business Support Program (DBSP). The analysis from UF is attached. DBSP is in agreement with UF's review. Additionally, DBSP has the following comments:

- Results from the SPLP sampling conducted in April 2018 were available in OCULUS and indicate that concentrations of PFOS/PFOA in several soil samples were detected at concentrations that will leach into groundwater above the groundwater cleanup target level. DBSP recommends including the SPLP sampling results in the SAR.
- UF derived a provisional leachability-based soil cleanup target level (ASCTL) of 2,000 ng/kg for PFOA and 7,000 ng/kg for PFOS for sensitive lifestages. DBSP supports the use of these provisional SCTLs for leachability. That evaluation is attached.
- On page 3 of 8 Attachments 1 and 2 are misidentified as Attachments 2 and 3.
- DBSP is not aware of a particle tracking analyses referenced in the Remediation Plan section of the submittal.
- Plume maps, lithological/boring logs, and field notes were not included in the submittal. A groundwater flow map should also be provided.
- Any private water supply well, including potable, irrigation, and industrial wells, should be identified within a 1/4-mile radius of the site.

1. Soil:

Soil samples were collected at 0 to 0.5-feet, 0.5 to 2-feet, and 2 to 4-feet intervals in step out locations from Well DW and on the four quadrants surrounding the retention pond area. Soil sample results were below residential and commercial/industrial SCTLs. Based on the leachability ASCTLs described above, leachability PFOA and/or PFOS SCTLs were exceeded at sample locations Pond NE-SB, Pond NW-SB, DWSB-3, DWSB-4, and DWSB-5. Soil has not been horizontally delineated to the leachability SCTLs to the north of Pond NE-SB and Pond NW-SB; and, has not been vertically delineated at locations Pond NE-SB, Pond NW-SB, DWSB-4, or DWSB-5. Groundwater impacts in these areas indicate soil may be acting as a source of continued groundwater impacts.

2. Groundwater:

Groundwater samples were collected from seven locations (DP#1 through DP#7) at three depth intervals considered shallow, intermediate, and deep. The sample depths include: between 11 and 18 feet below land surface (bls), between 31 and 35 feet bls, and between 63 and 72 feet bls. Note, the BW Well and DW Well depth intervals were not provided on Table 1. Combined PFOA/PFOS groundwater impacts were identified above the provisional GCTL of 70 ng/L in all samples with the exception of the shallow interval samples from DP#3 and DP#4, and the intermediate sample interval from DP#2.

The FDEP Site Investigation Section installed and sampled additional wells on the southern portion and south of the site property in January/February 2019. Samples collected from shallow and intermediate wells (DEP-3S and DEP-3I) in the location of DP#3 indicate that although the shallow interval sample from DP#3 was below GCTLs, shallow impacts in this area may be present. PFOA/PFOS has not been delineated horizontally or vertically in groundwater.

3. Surface Water:

The on-site retention pond did not have standing water present. No other surface water bodies were identified in the vicinity of the site property.

The additional information described above is needed to complete the site assessment of this property. If you have any questions, please contact me at 850-245-8717 or at Leah.J.Smith@FloridaDEP.gov

March 21, 2019

Leah J. Smith
District and Business Support Program
Division of Waste Management
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Re: Review of the site assessment report for the City of Stuart Public Safety Complex

Dear Ms. Smith:

At your request, we have reviewed the *City of Stuart Public Safety Complex Site Assessment Report*. This document was prepared by JLA Geosciences, Inc. and is dated March 4, 2019. The report presents soil and groundwater sampling data for perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and hexafluoropropylene oxide (HFPO). The report concludes concentrations of PFOA and PFOS in all groundwater samples (except four) exceed the provisional groundwater cleanup target levels (GCTLs) calculated by the University of Florida of 100 ng/L and 70 ng/L sum PFOA and PFOS for adult residents and sensitive lifestages, respectively (letters to FDEP dated April 16, 2018 and August 16, 2018). All groundwater samples were below the irrigation water screening levels calculated by the University of Florida (letter to FDEP dated June 18, 2018). PFOA and PFOS soil concentrations were below the provisional soil cleanup target levels (SCTLs) calculated by the University of Florida for the protection of residents (letter to FDEP dated April 16, 2018). Provisional leachability SCTLs for adult residents for PFOS were exceeded at two of the nine soil sampling locations. The remediation plan includes a proposed pump and treat approach to address groundwater impacts from the complex. We have the following comments regarding the document.

1. Page 3 in the Soil Sampling section states synthetic precipitation leaching procedure (SPLP) data were collected for soil samples taken from the 0.5-2 ft depth interval. Additional clarification is needed regarding whether the site-specific SPLP data will be used in place of the provisional SCTLs for leachability. If the site-specific SPLP data will be used, they should be submitted to the FDEP for review.
2. In addition to the provisional leachability SCTLs for adult residents, we have derived provisional leachability SCTLs for sensitive lifestages (based on the groundwater concentration of 70 ng/L). These provisional leachability SCTLs include 2,000 ng/kg for PFOA and 7,000 ng/kg for PFOS (letter to the FDEP dated January 3, 2019). Using the provisional leachability SCTLs for sensitive lifestages, one additional sample exceeds

The Foundation for The Gator Nation

An Equal Opportunity Institution

leachability SCTLs. The 0.5-2 ft depth interval in sample DWSB-3 lists a PFOS concentration of 8,900 ng/kg and exceeds the sensitive lifestage leachability SCTL of 7,000 ng/kg.

As requested, we have reviewed the tables and figures for accuracy. All of these elements were correctly represented in the document. Typographical, formatting, or other editorial errors (if any) were noted above. Conclusions and recommendations were inherent in the document and are addressed in the above comments. Please let us know if you have any questions regarding this review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leah Stuchal".

Leah D. Stuchal, Ph.D.

A handwritten signature in blue ink, appearing to read "Stephen M. Roberts".

Stephen M. Roberts, Ph.D.



Center for Environment & Human Toxicology

PO Box 110885
Gainesville, FL 32611-0885
352-392-2243 Tel
352-392-4707 Fax

January 3, 2019

Leah J. Smith
District and Business Support Program
Division of Waste Management
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Re: Leachability SCTLs for PFOA and PFOS based on the alternative GCTL of 0.07 $\mu\text{g/L}$

Dear Ms. Smith:

At your request, we have calculated leachability soil cleanup target levels (SCTLs) for perfluorooctanoic acid (PFOA; CAS# 335-67-1) and perfluorooctane sulfonate (PFOS; CAS# 1763-23-1) based on the alternative groundwater cleanup target level (AGCTL) of 0.07 $\mu\text{g/L}$ for the protection of sensitive lifestages. The leachability SCTLs were calculated using the equation in Figure 5 of Chapter 62-777, F.A.C. Chemical-specific properties used in the calculation were taken from our letter regarding the calculation of SCTLs for PFOA and PFOS (dated April 16, 2018). Based on these parameters, **the leachability SCTL for PFOA is 0.002 mg/kg and the leachability SCTL for PFOS is 0.007 mg/kg**. Please let us know if you have any questions regarding these calculations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leah Stuchal".

Leah D. Stuchal, Ph.D.

A handwritten signature in blue ink, appearing to read "Stephen M. Roberts".

Stephen M. Roberts, Ph.D.



**WORK AUTHORIZATION NO. 10
TO THE AGREEMENT FOR REI NO. 2017-172
PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF STUART AND
THE FIRM OF KIMLEY-HORN and ASSOCIATES, INC.**

**PROJECT DESCRIPTION: PUBLIC SAFETY COMPLEX
PFC SITE ASSESSMENT, ADDITIONAL
SAMPLING, AND GROUNDWATER MODELING**

I. PURPOSE

This is an attachment to the Master Agreement for Professional Engineering Services, REI #2017-172 dated December 11, 2017, between the City of Stuart (CITY) and the firm of Kimley-Horn and Associates, Inc., (PROFESSIONAL) and made a part thereof. The purpose of this Project Authorization is to authorize PROFESSIONAL to provide engineering services for the PFC remediation assessment, additional sampling, and groundwater modeling at the City's Fire Rescue/Public Safety facility.

II. PROFESSIONAL'S SERVICE

The PROFESSIONAL shall provide professional engineering services for the PFC assessment and modeling as outlined herein.

III. GENERAL SCOPE OF WORK

The PROFESSIONAL'S services shall include, but not be limited to, the following items:

Task 1: Response to FDEP Letter; Prepare Plan for Further Site Assessment

CONSULTANT will prepare and provide a preliminary response to FDEP's response letter. The preliminary response will summarize the City's proposed plan for additional data collection and analyses to be performed. The proposed plan will include preparation of plume, groundwater-flow and particle-tracking maps. The plan also will include additional soil sampling and analysis. Adjustments to the work scope may be necessary pending FDEP's response.

Task 2: Soil Sampling

In April 2018 Ecology and Environment, Inc. (E&E) was contracted by FDEP in part to perform soil sampling at the Fire Rescue Facility. In January 2019, CONSULTANT and CONSULTANT's subconsultant expanded on soil sampling and collected an additional 27 soil samples at nine boring locations. Sampling was collected to a depth of four feet. FDEP's letter stated that horizontal delineation of PFAS

leachability soil cleanup target levels (SCTLs) was not achieved north of the onsite retention pond. To address the horizontal delineation north of the retention pond, a minimum of two soil borings is proposed near the northeast and northwest property boundaries. FDEP may require additional soil boring locations. As such an additional two soil borings are included in this proposal to further delineate horizontally. At each boring location, samples will be collected between 0 and 6 inches below land surface (bls), between 6 inches and 2 feet bls and at 2-foot intervals thereafter down to 10 feet or until the water table is intercepted (whichever is shallower).

The FDEP letter also stated that vertical delineation was not achieved at boring locations: Pond NE-SB, Pond NW-SB, DWSB-4 and DWSB-5. To address the vertical delineation at these locations, soil borings immediately adjacent to these locations are proposed with 2-foot sample intervals between 4 feet and 10 feet bls. Due to the close proximity of locations DWSB-4 and DWSB-5, one additional soil boring is proposed midway between these locations.

A total of 7 soil borings and a total of 34 soil samples (33 samples and 1 duplicate sample) are included in this work scope. If the additional two borings are not required for horizontal delineation, a total of 21 samples will be collected. CONSULTANT will secure the services of JAEE Environmental to assist in retrieving soil samples. JAEE previously provided direct-push “Geoprobe” services during the January 2019 sampling event. Each sample will be analyzed for PFAS using EPA Method 537. One equipment rinsate blank and one trip blank also will be analyzed for PFAS using EPA Method 537. CONSULTANT will coordinate with the City and the laboratory contracted with the City for the shipment and analysis of the samples. **Please note: this work scope assumes the City will handle laboratory fees and disposal of soils (investigation derived waste).** Soil samples will be collected using a stainless-steel hand auger. Decontamination procedures will be performed between each sample collection in accordance with FDEP Standard Operating Procedures (SOP).

Task 3: Groundwater Modeling

Utilizing the available data collected and sampled in January 2019 (21 samples at 7 locations), CONSULTANT will construct groundwater flow and transport models of the Site and surrounding area using MODFLOW-USG. Model construction will use a combination of available site-specific data, and information from databases and documents provided by entities such as the Florida WMDs, USGS, FDEP, and the City. This will also involve extracting relevant input from models developed previously to address contamination and wellfield withdrawals in the area.

Initial model development will focus on groundwater flow conditions, relying on historical water level and hydrogeologic data to update existing models as appropriate. Once the flow model is constructed and applied to simulate historical groundwater flow conditions, input needed for solute transport simulations will be incorporated into the model. This will involve identifying applicable parameters that influence transformation and migration of the chemicals of concern (COC), including partitioning between solid

and aqueous phases (e.g., porosity, bulk density, distribution coefficient, retardation factor) and historic source loadings. Input for partitioning will rely upon literature values as well as available site-specific concentrations detected in soil and groundwater samples. Recently collected soil and water quality data will be used to estimate initial conditions and possible historic COC source loadings.

The transport model will be applied to perform simulations to evaluate historic COC migration and existing and potential future concentrations and distributions. Simulation results will provide estimates of concentrations-versus-time estimates for COCs at select locations for the various scenarios evaluated. Results will also provide for estimates of the vertical and horizontal extent of COC impacts due to releases at the Safety Complex. It is anticipated that modeling results will assist with identifying preferred options for efficient and cost-effective future wellfield operations. Appropriate solute transport scenarios will be identified via input by KHA and the City following the first meeting following Task 2.

TASK 4: Site Assessment Reporting

After receiving the analytical results from soil sampling and completing groundwater modeling efforts, CONSULTANT will revise the site assessment report to address FDEP's letter. The report will include sampling procedures, analytical results, lithological boring logs, field notes, results from groundwater modeling and other miscellaneous items noted in FDEP's letter.

A site assessment plan will be prepared for submittal to FDEP. The plan will outline the proposed additional soil and groundwater sampling as described in the tasks above. CONSULTANT will assist the City in responding to questions or comments from FDEP. Adjustments to the work scope may be necessary pending FDEP's response.

CONSULTANT will provide additional evaluation of remediation techniques.

TASK 5: ¼ Mile Radius Review of Existing Groundwater Supplies

CONSULTANT will review the South Florida Water Management District (SFWMD) online database for permitted wells within a ¼-mile radius of the site, and Martin County Health Department (MCHD) will be contacted to obtain any readily available information on private wells. Groundwater wells identified within ¼-mile of the site will be tabulated and identified on a figure.

CONSULTANT will also perform a walking survey of all public streets within the review area for obvious indications of a private well, consisting of above grade plumbing/pumps, green grass, and any iron staining on houses, fences, etc. Potential private wells identified from the walking survey also will be tabulated and identified on a figure. CONSULTANT will review existing GIS files provided by City for known potable water meter connections, ruling out potential potable groundwater wells on existing properties. CONSULTANT will review literature (pamphlet, door hanger, letter,

etc.) that will be provided to residents within the review area. Performing a door-to-door survey is not included in this work scope.

It is assumed the City will provide “door-to-door” flyers requesting information on property owner supply wells. The City will furnish the results of the flyer surveys to CONSULTANT for incorporation into a summary report.

IV. WARRANTY

The PROFESSIONAL warrants that the services provided, as a result of this Work Authorization are complete, correct and suitable for the purpose intended.

V. DELIVERABLES

The PROFESSIONAL shall supply documents as requested.

VI. PLANS AND DOCUMENT OWNERSHIP

The supporting information will become the property of the CITY upon completion of this Project. Computer software using Microsoft Excel and Word (latest version) will be used in the preparation of documents. If other software is used, it is to be translated to the aforementioned software.

VII. SCHEDULES AND TIME CONSTRAINTS

PROFESSIONAL will complete review of information and attend meetings in a timely manner and mutually agreed upon schedule. It is anticipated that the following schedule to complete this work authorization will be as follows.

TASK 1 – RESPONSE LETTER TO FDEP; PREPARE PLAN FOR FURTHER SITE ASSESSMENT	As needed
TASK 2 – SOIL & SAMPLING	
Geoprobe sample collection	2 weeks after NTP
Lab sampling & Results	4 weeks after sample collection
TASK 3 – GROUNDWATER MODELING	4-6 weeks after Task 2
TASK 4 – SITE ASSESSMENT REPORTING	After Task 2 & 3 completion
TASK 5 - ¼ MILE REVIEW OF WELLS	4 – 8 weeks

VIII. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Civil Engineering Services. Total compensation shall, based on the man hours

shown on Exhibit B, for all services, material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed **\$84,675.00** dollars.

IX. ADDITIONAL TERMS

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project.

"Remainder of Page Intentionally Left Blank"

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

PROFESSIONAL: **KIMLEY-HORN AND ASSOCIATES, INC.**

By: _____
(Signature)

BY: Brian Good, P.E., Principal
Corporate Officer Name and Title

Date: _____ ATTEST: _____

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES
AND
PROCEDURES

Holly Vath
Financial Services Assistant Director

Date _____

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS
APPROVED

David D. Peters
Director Public Works

Date _____

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

Michael J. Mortell
City Attorney

Date _____

CITY CLERK

Mary Kindel
City Clerk

Date _____

EXHIBIT A
“PROFESSIONAL’S PERSONNEL HOURLY RATE SCHEDULE”

POSITION	HOURLY BILLING RATE
Senior Principal	\$255.00
Principal	\$225.00
Senior Project Manager	\$195.00
Construction Project Manager	\$175.00
Project Manager	\$160.00
Analyst	\$105.00
Design / CADD Technician	\$115.00
Traffic Technician	\$85.00
Office Manager	\$84.00
Clerical	\$65.00

ESTIMATE FOR ENGINEERING SERVICES

[illegible]

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Michael Mortell

Title of Item:

STUART MAIN STREET GRANT (RC):

RESOLUTION No. 54-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL SERVICE AGREEMENT FOR STUART MAIN STREET BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC BENEFITS, REDEVELOPMENT AND MAINTENANCE OF THE STUART MAINSTREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Stuart Main Street is a private, non-profit 501(c)3 organization incorporated under the laws of the State of Florida and recognized by the Florida Main Street program as serving the historic core of the City of Stuart's Downtown business area. The Main Street Board consists of a minimum of nine and a maximum of 15 members serving three year staggered terms. The Board may also elect non-voting ex-officio or advisory members to be seated by a majority vote to maintain a liaison with governmental agencies and public awareness groups.

Main Street is not created by any Act of the City or any other public agency. However, Main Street does perform as a liaison on behalf of the City and the City's Community Redevelopment Agency between businesses, property owners, and residents within the downtown district. Additionally, Main Street works to educate all involved parties on issues related to promoting and preserving the downtown district and maintaining its viability and historic nature.

The intention of the grant is to work with the organization as it transitions from having offices and a director housed within City offices to an independent entity that has mutual interests as the City without a formal relationship. The City Manager and Community Services Director have negotiated an agreement with Stuart Main Street in which the City will pay the sum of \$70,000 dollars this year and a reduced amount for the next two calendar years. This is already a significant savings to the City compared to the legacy costs associated with maintaining an employee.

Funding Source:

CRA Budget: \$70,000.00

Recommended Action:

Move approval of Resolution 54-2019 Authorizing the execution of the Service Agreement which provides for a grant to the Stuart Main Street.

ATTACHMENTS:

Description	Upload Date	Type
▢ R54-2019 Stuart Main Street Grant	5/28/2019	Resolution add to Y drive
▢ R54-2019 Ex. A SMS Service Agreement	5/28/2019	Exhibit



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

RESOLUTION NUMBER 54-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE
AN ANNUAL SERVICE AGREEMENT FOR STUART MAIN STREET
BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR
THE PROMOTION OF ECONOMIC BENEFITS, REDEVELOPMENT
AND MAINTENANCE OF THE STUART MAIN STREET DISTRICT;
PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, Stuart Main Street envisions a vibrant, sustainable Historic Downtown Stuart which embraces the future while preserving the past. The Historic Downtown district is a center for community life in Stuart and the larger surrounding community and home to an active spirit of civic pride and entrepreneurship, public and private sector cooperation, and the community's historical and cultural heritage; and

WHEREAS, Stuart Main Street Association, Inc. (SMS) uses the Main Street Four Point Approach to create and promote a positive downtown experience for residents, businesses, and visitors; and

WHEREAS, Stuart Main Street works to build community consensus and use resources collaboratively with the intent to maintain a distinctive appearance in keeping with downtown Stuart's old Florida charm; and

WHEREAS, Stuart Main Street intends to market a positive image of the downtown Stuart district through advertising, public relations and digital media including retail and special events; and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency desires to enter a Service Agreement with Stuart Main Street through which the City will grant funds to Stuart Main Street for the promotion of the economic environment, retaining existing businesses and filling vacancies as well as marketing a positive image of the district through advertising, public relations and digital media; and

WHEREAS, the City Commission finds that the allocation of public funds to Stuart Main Street for the purposes that are stated in the agreement attached hereto as Exhibit "A" serves a clearly identifiable and concrete public purpose as the primary objective and has a reasonable expectation that such purpose will be substantially and effectively accomplished; and

WHEREAS, the City Commission further finds that the purposes described herein are consistent with the legal principles described in *O'Neill v. Burns*, 198 SO.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975);

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

SECTION 1: The Mayor is hereby authorized to execute a service agreement with Stuart Main Street Association, Inc. providing for a grant from the City/CRA for the continuation of the Stuart Main Street in accordance with the terms as set forth in the Service Agreement.

SECTION 2: This Resolution shall take effect upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

2019 FISCAL YEAR SERVICE AGREEMENT FOR STUART MAIN STREET

THIS AGREEMENT is made by and between the **CITY OF STUART, FLORIDA ("CITY")**, a Florida municipal corporation, the **COMMUNITY REDEVELOPMENT AGENCY ("AGENCY")**, and **STUART MAIN STREET ASSOCIATION, INC. ("SMS")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Stuart Main Street district, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
2. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for the purpose of engaging in commercial enterprises for profit. The parties determine that the use of the public funds is intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."
3. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2020. Thereafter, this Agreement may be renewed for two additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year. It is the intention of the parties that this agreement sunset on September 30, 2023.
4. **Responsibilities of the Respective Parties.** **Stuart Main Street** shall be responsible for the following:
 - a. Provide the City an annual survey of all property owners and businesses that reside in the Main Street designated district. Including an inventory and data base repository of vacant properties in the Stuart Main Street District.
 - b. Provide a copy of the SMS budget to the City Manager.
 - c. Maintain "Main Street" State and National accreditation.
 - d. Advertising the Stuart Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
 - e. Identify and apply for grants which support the historic downtown redevelopment district;
 - f. Act as a liaison between the City, Downtown businesses and residents;
 - g. Maintain an informational website, downtown social media and email contact lists.
 - h. Collecting and disseminating data, providing assistance to various **SMS** and **CITY/AGENCY** committees and workshop groups, and attending various meetings relative to such tasks.

5. **Promotional Activities.** SMS shall be responsible for the following promotional activities:
 - a. Manage and coordinate Rock'n Riverwalk on Sundays from 1-4 including hiring talent, coordinating equipment, permitting and alcohol sales if applicable.
 - b. Manage and coordinate the Arts and Crafts show.
 - c. Manage and coordinate a tree lighting ceremony and family festival per the city agreement with the Visiting Nurses Association.
 - d. Manage and coordinate safe Halloween Trick or Treat alternative family event.
 - e. Provide the City with an annual report of promotional activities, including a schedule of activities.
6. **Economic Vitality –** SMS shall provide an annual "Economic Vitality Report" which shall include an update of the information available regarding the "Main street district" which includes:
 - a. Historic designations.
 - b. Total floor space within the district and its usage.
 - c. Property Tax analysis from year 2000 until the present.
 - d. Vacancy rates and Market Rental Rate for Retail, office and hotel. Additionally housing costs for residential housing in the district.
 - e. Number of current businesses with supporting data regarding closed and open business for prior years.
 - f. Maintain a downtown directory of businesses within the SMS district boundary.
7. **Downtown Design and Improvement.** SMS shall identify a minimum of one key downtown improvement project per contract year. It shall provide a summary of the project and identify the following:
 - a. How will the project enhance the quality of the urban fabric?
 - b. How will the project improve the streetscape of the downtown?
 - c. How does the project support the aims of the Community Redevelopment Plan?
 - d. Identify key elements of the project which reflect the character of the City of Stuart.
8. **Miscellaneous. SMS shall:**
 - a. Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **SMS's** duties under this Agreement.
 - b. Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c. Comply with all applicable federal, state, and local laws, rules, and regulations.
 - d. Submit to the City Manager or designee, a Semi-Annual report on April 15th and a year-end report on October 15th, in each year that this Agreement is in effect, which shall contain:
 - i. A financial report detailing revenues and expenditures for both the quarter and year to date, and a balance sheet detailing assets and liabilities as of the last day of the reporting period.
 - ii. A status report on the progress of each item described in *Responsibilities of the Respective Parties*.
 - iii. A membership report detailing the current membership of **SMS**.

9. For the services rendered above, the **CITY/AGENCY** shall pay to SMS, Seventy Thousand (\$70,000.00) dollars. Such payments shall be considered a fee for service and are not to be intended to create a Joint Venture or Partnership between the agencies. Stuart Main Street is solely responsible to provide for its administrative duties required to maintain a Main Street presence including staffing, an office, and operating costs.
10. **Board Appointment.** The City Manager shall be entitled to appoint one (1) member to the Board of Directors of Stuart Main Street.
11. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
12. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor Stuart Main Street (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.
13. **Liability and Indemnification.** Stuart Main Street shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of Stuart Main Street (including its directors, officers, employees, agents and other representatives).
14. **Relationship.** This agreement shall not construe any rights or obligations between or onto the parties that are not expressly authorized herein. This agreement shall not create an agency relationship. This agreement does not authorize Stuart Main Street to act on behalf of the City of Stuart or the Community Redevelopment Agency without express written authority. Stuart Main Street shall act solely as an independent contractor, and as such, shall control in all matters its mission, hiring practices, marketing or any other ventures undertaken. Nothing herein contained shall be construed to create the relationship of employer and employee between the City of Stuart and Stuart Main Street or any of its agents, members, employees or designees.
15. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.
16. **Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.

17. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

18. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, on the date first written above, Stuart Main Street and the City/Agency have executed this Service Agreement by the duly authorized undersigned officers.

ATTEST:

STUART MAIN STREET ASSOCIATION, INC.

NIK SCHROTH, President

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL, CITY CLERK

REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Michael Mortell

Title of Item:

LEGAL SERVICES AGREEMENT FOR OPIOID PUBLIC NUISANCE (RC):

RESOLUTION No. 56-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH TRAVIS WALKER, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Travis Walker approached the City regarding a potential Class-Action Lawsuit against the manufacturers of opioids for damages to the community resulting from the opioid crisis which has risen to the level of a public nuisance. The City would not be exposed to any legal fees or costs unless we prevail. Mr. Walker would represent the City on a contingency agreement of 25% plus costs which would only be paid from proceeds of a settlement.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution 56-2019 authorizing the execution of a contingency employment agreement with Travis Walker.

ATTACHMENTS:

Description	Upload Date	Type
□ R56-2019 Litigation services agreement Travis Walker	5/28/2019	Resolution add to Y drive
□ Employment Agreement	5/28/2019	Exhibit
□ Newspaper article	5/28/2019	Backup Material



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 56-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH TRAVIS WALKER, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission has the authority to hire outside counsel to pursue legal matters which provide public benefit to its residents; and

WHEREAS, the City Commission finds that opioid abuse has risen to the level of public nuisance which has resulted in significant resources being expended to deal with the epidemic.

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

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City Commission of the City of Stuart, Florida hereby authorizes the Mayor to execute a Legal Services Agreement with Travis Walker as attached hereto as Exhibit "A", and made a part hereof.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10th day of June, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MIKE MORTELL
CITY ATTORNEY



THE LAW OFFICES OF
TRAVIS R. WALKER, P.A.

May 22, 2019

VIA:HAND DELIVERY

The Honorable Kelli Glass Leighton
121 SW Flagler Ave
Stuart, Florida 34994

RE: Opioid Crisis Pharmaceutical Litigation Proposal to the City of Stuart

Dear Mayor:

This letter shall act as a proposal to the City of Stuart, Florida to hire The Law Offices of Travis R. Walker, P.A. to represent the City in litigation regarding the recovery of all costs incurred by it as a result of the opioid crisis currently ravaging the United States.

According to the National Institute of Drug Abuse "Every day, more than 90 Americans die after overdosing on opioids. The misuse of and addiction to opioids- including prescription pain relievers, heroin, and synthetic opioids such as fentanyl is a serious national crisis that affects public health as well as social and economic welfare. The Centers for Disease Control Prevention estimates that the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement."

The Law Offices of Travis R. Walker, P.A. currently represents thirty-two (32) Clerk of the Circuit Court, State of Florida offices. Travis Walker is well versed in Florida public records law, the inner working of local governments and governmental litigation. Travis is also involved in a number of pharmaceutical mass tort litigation projects including Xarelto MDL-2592 within which he serves on the Science Committee.

FEE ARRANGEMENTS

The Law Offices of Travis R. Walker, P.A. is prepared to finance the entire litigation, including all out of pocket expenses and disbursements, and handle the lawsuit on a contingent fee basis.

The Law Offices of Travis R. Walker, P.A. shall handle the entire litigation for a contingent fee of Twenty-Five (25%) Percent of the gross sum recovered, whether by suit or

*1235 SE Indian St, Suite 101, Stuart, FL 34997
130 S Indian River Drive, Suite 202, Fort Pierce, FL 34950
113 N Monroe St, Tallahassee, FL 32301*

P: 772.708.0952 – F: 772.673.3738 – TF: 844.4TRW.LAW
www.TravisWalkerLaw.com



THE LAW OFFICES OF
TRAVIS R. WALKER, P.A.

settlement. All costs and disbursements of the litigation will be paid by The Law Offices of Travis R. Walker, P.A. and are reimbursable at the end of the litigation only if we successfully prosecute this claim on behalf of the City, and then only out of the proceeds of any recovery or settlement.

The City shall not be responsible for any fees, costs or disbursements in the event the litigation is unsuccessful.

It is a privilege to have this opportunity and we look forward to working with you.

Sincerely,

Travis R. Walker, Esquire

THE LAW OFFICES OF TRAVIS R. WALKER, P.A.

Agreed this ____, day of _____ 2019.

Stuart, Florida.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have three business days by law and seven business days under this contract to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within seven business days of signing the contract. If you withdraw from the contract within the first seven business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the seven-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (800) 342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Signed this _____ day of _____, 20__

THE LAW OFFICES OF TRAVIS R. WALKER, P.A. By: _____ Date: _____	CLIENTS By: _____ Date: _____
CLIENTS By: _____ Date: _____	CLIENTS By: _____ Date: _____

The Washington Post

Health & Science

Oklahoma, Teva Pharmaceuticals reach \$85 million settlement in opioid case

By Lenny Bernstein

May 26

The state of Oklahoma settled Sunday with a second drug company over its role in the deadly opioid epidemic, reaching an \$85 million agreement with Teva Pharmaceuticals just two days before a landmark trial is scheduled to begin.

The deal leaves Oklahoma to face off in court Tuesday against Johnson & Johnson, one of the nation's large pharmaceutical companies, in the first state trial over culpability for the drug crisis. Opioid overdoses have taken thousands of lives in the sparsely populated state and more than 400,000 nationwide between 1999 and 2017.

In March, the state settled out of court with Purdue Pharma, the third defendant in the 2017 lawsuit filed by state Attorney General Mike Hunter (R). Purdue, the manufacturer of prescription painkiller OxyContin, is widely seen as the central character in the crisis, and the company agreed to pay \$270 million toward treatment of substance abusers and research on the epidemic.

Hunter and Teva announced the latest settlement Sunday morning. Details are being worked out, but the one-time payment will go to the Oklahoma state government. Some Oklahoma legislators had complained that they were bypassed in the Purdue settlement, which earmarked most of the money for a treatment and research center at Oklahoma State University.

"Nearly all Oklahomans have been negatively impacted by this deadly crisis and we look forward to Tuesday, where we will prove our case against Johnson & Johnson and its subsidiaries," Hunter said in a statement released by his office. There is a possibility that Oklahoma will reach a settlement with Johnson & Johnson that avoids a trial altogether.

Teva Pharmaceuticals, a company based in Israel that primarily develops and sells generic drugs, issued a statement saying the settlement does not establish any wrongdoing on its part. It said Teva "has not contributed to the abuse of opioids in Oklahoma in any way."

The company suggested it settled the case to put the matter behind it.

The state alleges that Johnson & Johnson has been a behind-the-scenes kingpin in the epidemic, through its role in providing the narcotic ingredients for much of the U.S. prescription opioid supply.

A spokesman for the conglomerate did not respond to a request for comment on whether the company still planned to go to trial Tuesday.

More than 40 other states have filed lawsuits against a variety of drug companies, seeking compensation for medical, law enforcement and treatment-related costs of the more than two-decade-old epidemic. Another 1,600 cities, counties, Native American tribes and other groups have also filed lawsuits that have been consolidated in an enormous case in federal court in Ohio.

Teva said that "while the company has long stated that the courtroom is not a place to address the crisis, Teva is pleased to put the Oklahoma case behind it and remains prepared to vigorously defend claims against the company," including the federal cases.

Lenny Bernstein

Lenny Bernstein covers health and medicine. He started as an editor on The Washington Post's National desk in 2000 and has worked in Metro and Sports. Follow [@lennybernstein](#)

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Michelle Vicat

Title of Item:

APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES

Summary Explanation/Background Information on Agenda Request:

Each municipality designates one official to be the voting delegate for the Florida League of Cities. One official from each municipality who will make decisions that determine the direction of the league, based upon those factors that will benefit their respective city, and the common good.

Funding Source:

N/A

Recommended Action:

Motion to appoint the FLC Delegate for the Annual Meeting.

ATTACHMENTS:

Description	Upload Date	Type
FLC Letter	5/24/2019	Cover Memo



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Key Official

FROM: Michael Sittig, Executive Director

DATE: May 13, 2019

SUBJECT: 93rd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 15-17, 2019 – World Center Marriott, Orlando

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Eryn Russell at the League (850) 701-3616. **Voting delegate forms must be received by the League no later than August 9, 2019.**

Attachments: Form Designating Voting Delegate

President **Leo E. Longworth**, Mayor, Bartow

First Vice President **Isaac Salver**, Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz**, Commissioner, Orlando

Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**93rd Annual Conference
Florida League of Cities, Inc.
August 15-17, 2019
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Eryn Russell at (850) 222-3806 or email erussell@flcities.com

Important Dates

May 2019

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Legislative Committee and Resolutions Committee

June 2019

Appointment of Legislative Committee and Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 15th

Legislative Policy Committee Meetings
Voting Delegates Registration

August 16th

Legislative Committee and Resolutions Committee Meetings

August 17th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Tom Reetz

Title of Item:

STUART NEWS MAJOR PUD AMENDMENT (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2408-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MAJOR AMENDMENT TO THE STUART NEWS COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT; CHANGING THE NAME OF THE CPUD TO MARTIN COUNTY SCHOOL BOARD CPUD; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission unanimously approved Ordinance No. 2408-2019 at its May 20th meeting with no changes.

The Martin County School Board, as applicant, is requesting to amend the Stuart News Commercial Planned Unit Development agreement, Ordinance No. 941-1982 in order to allow government buildings as a permitted use. Government buildings are permitted in the Commercial land use category, and are an allowable use within the CPUD zoning district with approval of the City Commission. This amendment will allow the School Board to relocate and consolidate the Martin County School District staff, and associated services, to this centralized location while remaining inside the City borders.

In addition to government use, Professional office (including non-intensive medical), Restaurant (limited to 30 seats), Banks, and Retail, Non-intensive sales and service are included for possible future uses for the CPUD. Although these uses will be contemplated and permitted, it will still require an amendment to the PUD to address additional parking, site plan amendment and storm water considerations. However, the applicant will not need a deviation from the Code for the actual use.

The proposed amendment to allow government buildings within the Stuart New CPUD is consistent with the City of Stuart Comprehensive Plan, including concurrency with the adopted level-of-service for utilities and is compatible with existing uses in the surrounding areas.

The CPUD was originally approved to develop a campus of buildings consisting of a 30,529 square foot Production Building housing printing presses, warehouse, mailroom, a Production services Building, a 40,610 square foot two-story Office Building, a 3,200 square foot Vehicle Maintenance/Groundkeeper building, a railroad siding, and appurtenant facilities and improvements, including parking areas landscaping entrances exits, perimeter road and a perimeter buffer area, all complying with relevant development standards of the City's Land Development Code.

Funding Source:

N/A

Recommended Action:

Motion to adopt Ordinance No. 2408-2019

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 2408-2019 Stuart News PUD	5/23/2019	Ordinance add to Y drive
▣ Staff Report - By Tom Reetz	5/21/2019	Staff Report
▣ Location Map	5/8/2019	Backup Material
▣ Boundary Survey	5/8/2019	Backup Material
▣ Application	5/8/2019	Backup Material



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

ORDINANCE NUMBER 2408-2019

**AN ORDINANCE OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPROVING A
MAJOR AMENDMENT TO THE STUART NEWS
COMMERCIAL PLANNED UNIT DEVELOPMENT
ZONING AGREEMENT WITH A INCLUDING
CHANGING THE NAME TO MARTIN COUNTY
SCHOOL BOARD CPUD; DECLARING THE CPUD
DEVELOPMENT TO BE CONSISTENT WITH THE
COMPREHENSIVE PLAN OF THE CITY;
REPEALING ALL ORDINANCES IN CONFLICT
HEREWITH; PROVIDING A SEVERABILITY
CLAUSE; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, All prior documents relating to the Stuart News CPUD are rescinded; It is the parties intention that this document shall supercede all prior renditions; and

WHEREAS, The prior PUD amendments are deemed completed and no further entitlements exist moving forward; and

WHEREAS, No further entitlements exist moving forward and are hereby resolved and complete and this document is binding; and

WHEREAS, this document shall be the controlling document now herein known as the

Martin County School Board Commercial Planned Unit Development (CPUD); and

WHEREAS, the applicant has applied for an amendment to Ordinance 941-1982 to amend the previous list of uses to include government offices; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the planned unit development amendment application to approve a modification to the list of permitted uses; and

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City and well as the Stuart Comprehensive Plan. The development of the subject property will be in harmony with surrounding properties and their existing or anticipated development.

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 list of uses attached hereto as **Exhibit “C”**; and the Boundary Survey By Betsy Lindsay, Inc., Sheets 1 & 2, dated 01/09/2019 attached hereto as **Exhibit “D”**.

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

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

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

of law.

SECTION 2: The ‘Stuart News CPUD’, as established by Ordinance No. 941-1982, is hereby amended as described above in this Ordinance. The 10.841 acre property shall be known as the “Martin County School Board Commercial Planned Unit Development (CPUD)” and shall adhere to the conditions of development attached hereto as “Exhibit C”.

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

SECTION 4: 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 5: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution by the Owner.

SECTION 6: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall be void.

PASSED on First Reading this 20th day of May, 2019.

ADOPTED on Second Reading this 10th day of June, 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:

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

YES	NO	ABSENT	ABSTAIN

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

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

WITNESSES:

Scripps NP Operating, LLC

By: _____

Print Name: _____

For and on behalf of
Scripps NP Operating, LLC

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. _____ was
acknowledged before me this _____ day of _____, 2019, by _____,
For and behalf of Scripps NP Operating, LLC.

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

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

'EXHIBIT A' Legal Description of Property

1939 Southeast Federal Highway, City of Stuart, Martin County, Florida
BEING A PARCEL OF LAND IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST,
IN THE PLAT OF GLENDALE SUBDIVISION O.R. BOOK 5 PAGE 39 PALM BEACH
COUNTY, FLORIDA, NOW MARTIN COUNTY, WITHIN THE CITY OF STUART,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 38
SOUTH, RANGE 41 EAST; THENCE RUN NORTH 00°49'10" EAST FOR 893.81 FEET;
THENCE SOUTH 41°27'42" EAST FOR 38.49 FEET TO THE BEGINNING OF A PORTION
OF THE CENTERLINE OF CONSTRUCTION FOR PALM BEACH ROAD, THENCE NORTH
01°01'37" EAST FOR 623.41 FEET; TO THE BEGINNING OF A CONCAVE CURVE
WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 88°58'23" EAST; THENCE
CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF
5729.58 FEET THROUGH A CENTRAL ANGLE OF 03°51'37" ARC DISTANCE OF
386.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTH 87°10'00" WEST
RADIAL TO THE AFOREMENTIONED CURVE FOR 40.00 FEET TO THE BEGINNING OF
A CURVE AND THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE ARC
OF A CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH
87°10'00" WEST HAVING A RADIUS OF 5689.58 FEET THROUGH A CENTRAL ANGLE
OF 00°37'35" WEST AND AN ARC DISTANCE OF 62.20 FEET; THENCE NORTH
89°11'17" WEST FOR 179.20 FEET, THENCE SOUTH 01°24'53" WEST FOR 142.34 FEET;
THENCE NORTH 89°20'02" WEST FOR 161.44 FEET; THENCE NORTH 89°25'17" WEST
FOR 175.61 FEET; THENCE NORTH 00°24'41" WEST FOR 137.23 FEET; THENCE NORTH
89°25'32" WEST FOR 232.93 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF
U.S. HIGHWAY 81; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE
NORTH 41°27'42" WEST FOR 484.21 FEET; THENCE DEPARTING FROM SAID RIGHT-
OF-WAY LINE SOUTH 89°29'00" EAST FOR 466.50 FEET ALONG THE CENTERLINE OF
THE ABANDONED ETHEL AVENUE. THENCE NORTH 00°31'00" EAST FOR 15 FEET TO
THE NORTHERLY RIGHT-OF-WAY LINE OF ETHEL AVENUE; THENCE NORTH
12°41'18" WEST FOR 215.70 FEET; THENCE SOUTH 89°29'00" EAST FOR 378.05 FEET;
THENCE SOUTH 41°30'32" EAST FOR 403.71 FEET TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG THE ARC OF A CURVE CONCAVE EASTERLY FROM
WHICH A RADIAL LINE BEARS SOUTH 89°20'58" WEST HAVING A RADIUS OF 5769.58
FEET THROUGH A CENTRAL ANGLE OF 02°10'58" AND AN ARC LENGTH OF 219.80
FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.841 ACRES MORE OR LESS.

ALL OF THE ABOVE BEING THE SAME PROPERTY CONVEYED TO SCRIPPS MEDIA,
INC., A DELAWARE CORPORATION (SUCCESSOR BY MERGER TO STUART NEWS
COMPANY, A FLORIDA CORPORATION) BY WARRANTY DEED DATED AUGUST 17,
1977 AND RECORDED IN BOOK 426, PAGE 1209 OF THE OFFICIAL RECORDS OF
MARTIN COUNTY, FLORIDA

EXHIBIT "B"

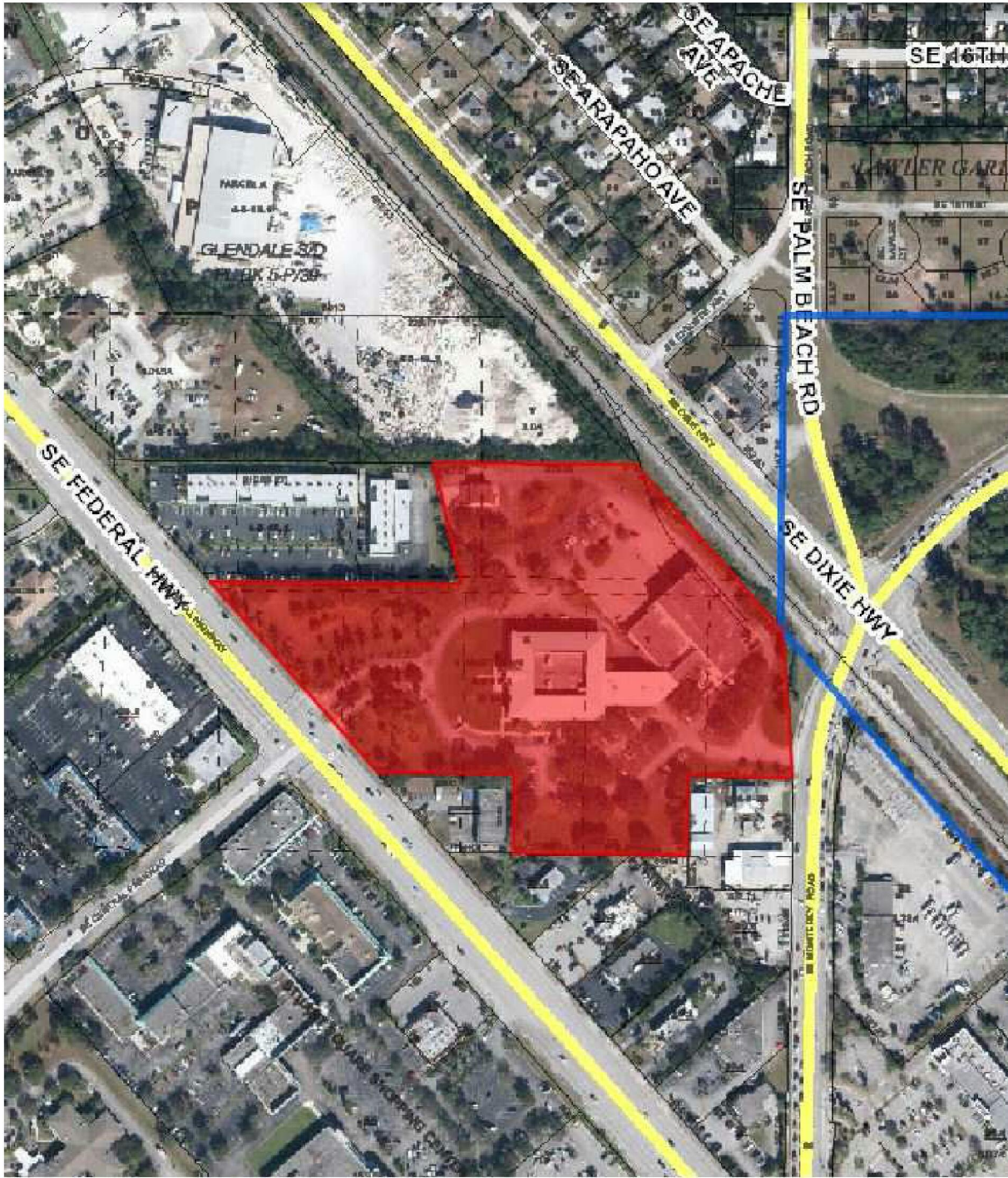


EXHIBIT "C"

DEVELOPMENT CONDITIONS

1. The following uses are permitted:

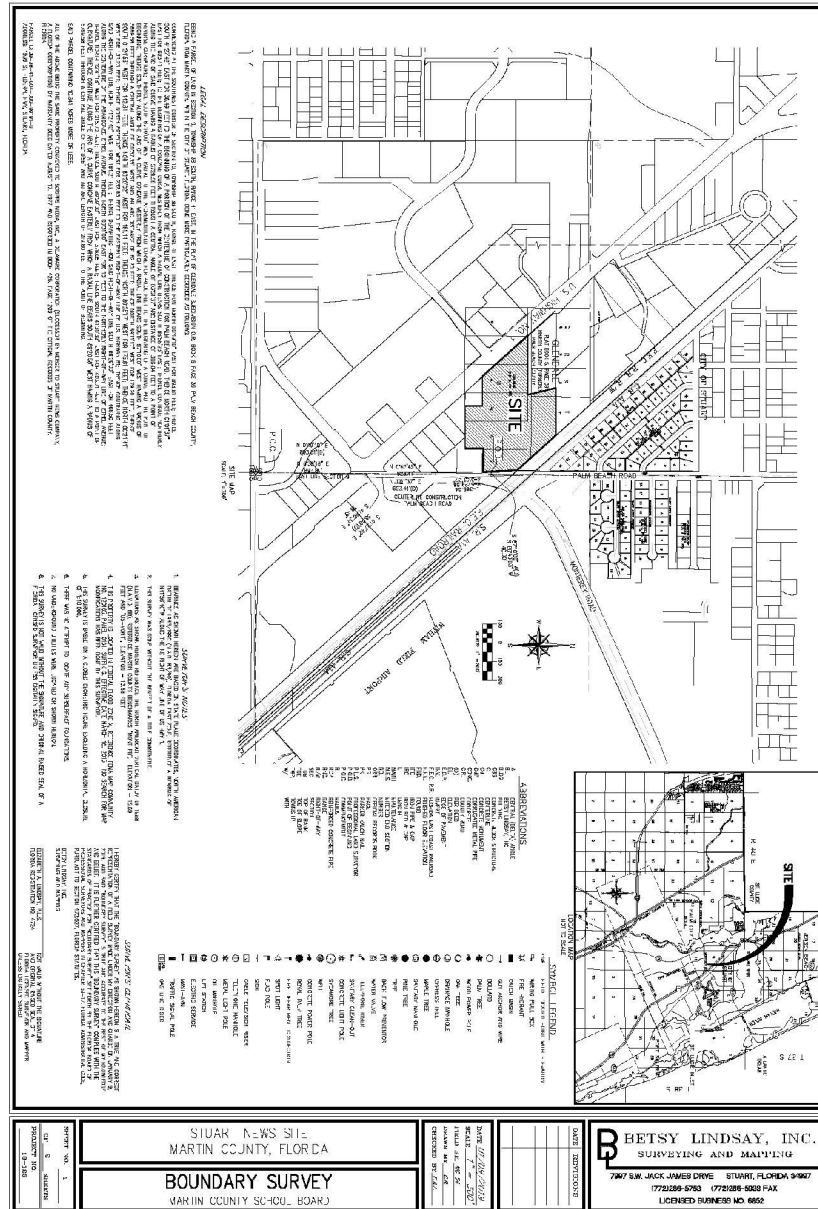
- **Government offices**
- Professional office (including non-intensive medical)
- Restaurant, limited
- Banks
- Retail, Non-intensive sales and service

Prior to Issuance of Building Permits

2. The applicant shall present to the city a unified signage plan per Section 6.11.09 of the City of Stuart Land Development Code before any new signs are installed on the building or on the property.

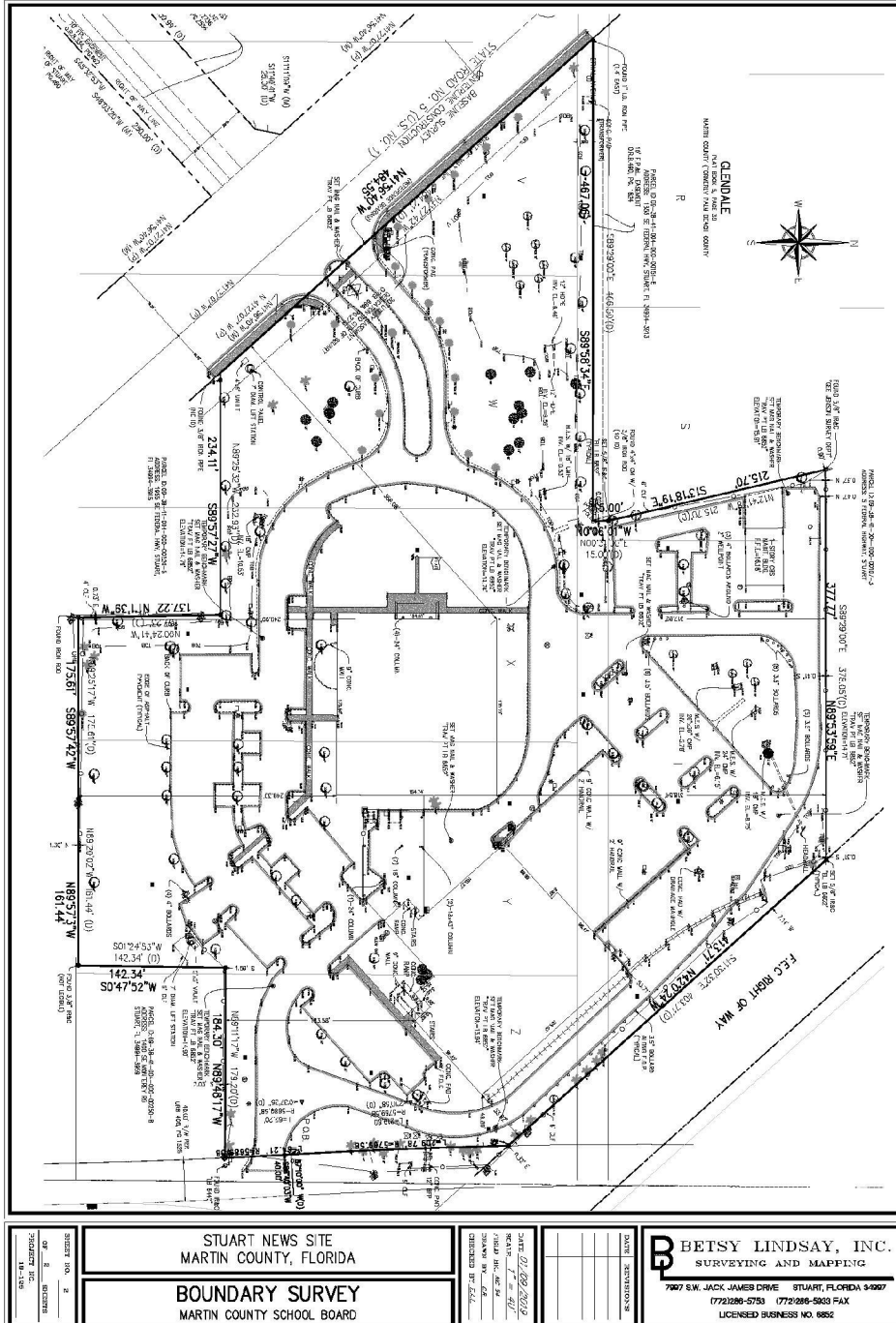
3. If the School District expands its offices into the warehouse building or additional buildings to become office space at more than 10% of the existing square footage then it will come back to the City as a **Minor Amendment** to the CPUD demonstrating sufficient parking to support the change.

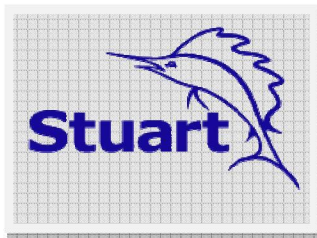
EXHIBIT "D"



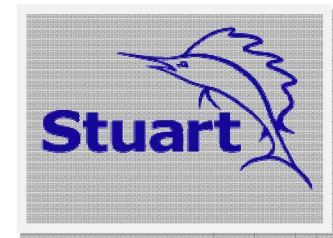
Ordinance 2408-2019
Stuart News CPUD Amendment

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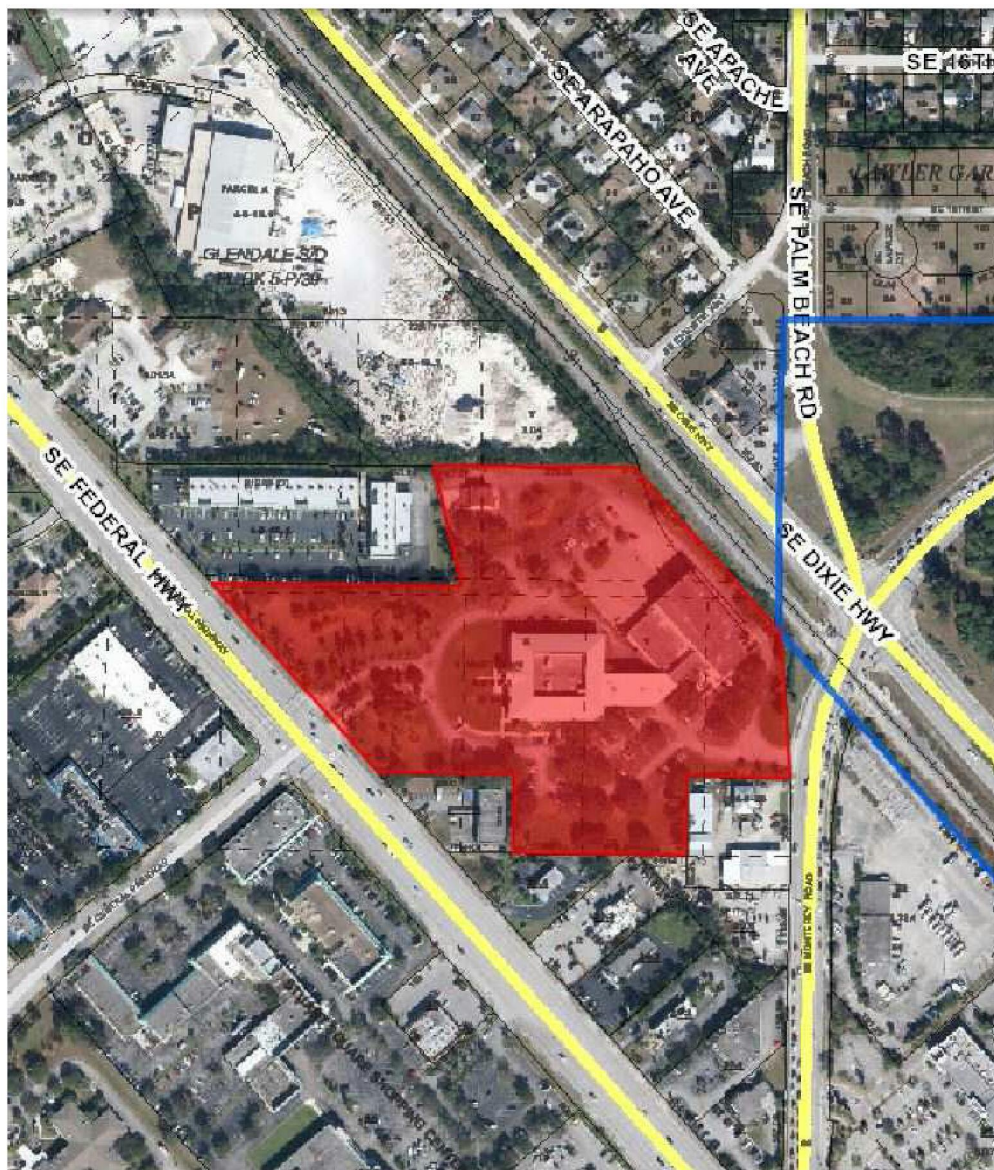




CITY OF STUART
City Commission Meeting
June 10th, 2019



Project Name: Stuart News CPUD Amendment	Property Owner: Stuart News
Project No.: Z190400004	Applicant/Petitioner: Martin County School Board
Ordinance No: 2408-2019	Agent/Representative: Tyson Waters
	Case Planner: Tom Reetz
Location: 1939 SE Federal Highway, Stuart, FL	



PROJECT SUMMARY		
<i>Property Size (area)</i>		10.841 acres
<i>Present Use</i>		CPUD
<i>Subject Property Land Use</i>		Commercial
<i>Adjacent FLU</i>	<i>North</i>	Industrial & Commercial
	<i>South</i>	Commercial
	<i>East</i>	County
	<i>West</i>	Commercial
<i>Subject Property Zoning</i>		CPUD (Commercial Planned Unit Development)
<i>Adjacent Zoning</i>	<i>North</i>	B-2 & Industrial
	<i>South</i>	B-2
	<i>East</i>	Martin County
	<i>West</i>	B-2
<i>Proposed Use</i>		Government Building
<i>Brief Explanation</i>		The Martin County School Board, as applicant, is requesting to amend the Stuart New Commercial Planned Unit Development agreement, Ordinance No. 941-1982 in order to allow government buildings as a permitted use. Government buildings are permitted in the Commercial land use category, and are an allowable use within the CPUD zoning district with approval of the City Commission. This amendment will allow the School Board to relocate and consolidate the Martin County School District staff, and associated services, to this centralized location.
<i>Staff Recommendation:</i> Motion to approve a Major Amendment to the Stuart News CPUD to allow government buildings as a permitted use.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

- A. Requirements for Application** – The applications for the major amendment to the CPUD 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:** 5-1-2019
- C. Mail Notice Postmark:** 5-1-2019 to property owners within 300 feet
- D. Publication Date:** N/A

II. HISTORY OF THE SITE

The CPUD was originally approved to develop a campus of buildings consisting of a 30,529 square foot Production Building housing printing presses, warehouse, mailroom, a Production services Building, a 40,610 square foot two-story Office Building, a 3,200 square foot Vehicle Maintenance/Groundkeeper building, a railroad siding, and appurtenant facilities and improvements, including parking areas landscaping entrances exits, perimeter road and a perimeter buffer area, all complying with relevant development standards of the City's Land Development Code.

III. STAFF ANALYSIS

A. Site and Conditions for Development

The subject property consists 10.81 acres in size, located at 1939 SE Federal Highway, Stuart, Fl east of US1 and west of Monterey and Dixie Hwy.

Direction	Current Use	Zoning	Future Land Use
North	Commercial Retail	B-2	Commercial
South	Good Year, Auto purchase, Restaurant	B-2	Commercial
East	Construction Company(Mosley and Son)	Industrial	Industrial
West	Strip plaza (Auto Zone)	B-2	Commercial

B. Project Description

This new, centralized location will allow the School district and the community, a more convenient location for the School District administration operations. the Martin County School Board chambers will also be relocated to the Stuart News property.

In addition to government use, Professional office (including non-intensive medical), Restaurant (limited to 30 seats), Banks, and Retail, Non-intensive sales and service are included for possible future uses for the CPUD without amendment to the Ordinance.

The proposed amendment to allow government buildings within the Stuart New CPUD is consistent with the City of Stuart Comprehensive Plan, including concurrency with the adopted level-of-service for utilities and is compatible with existing uses in the surrounding areas.

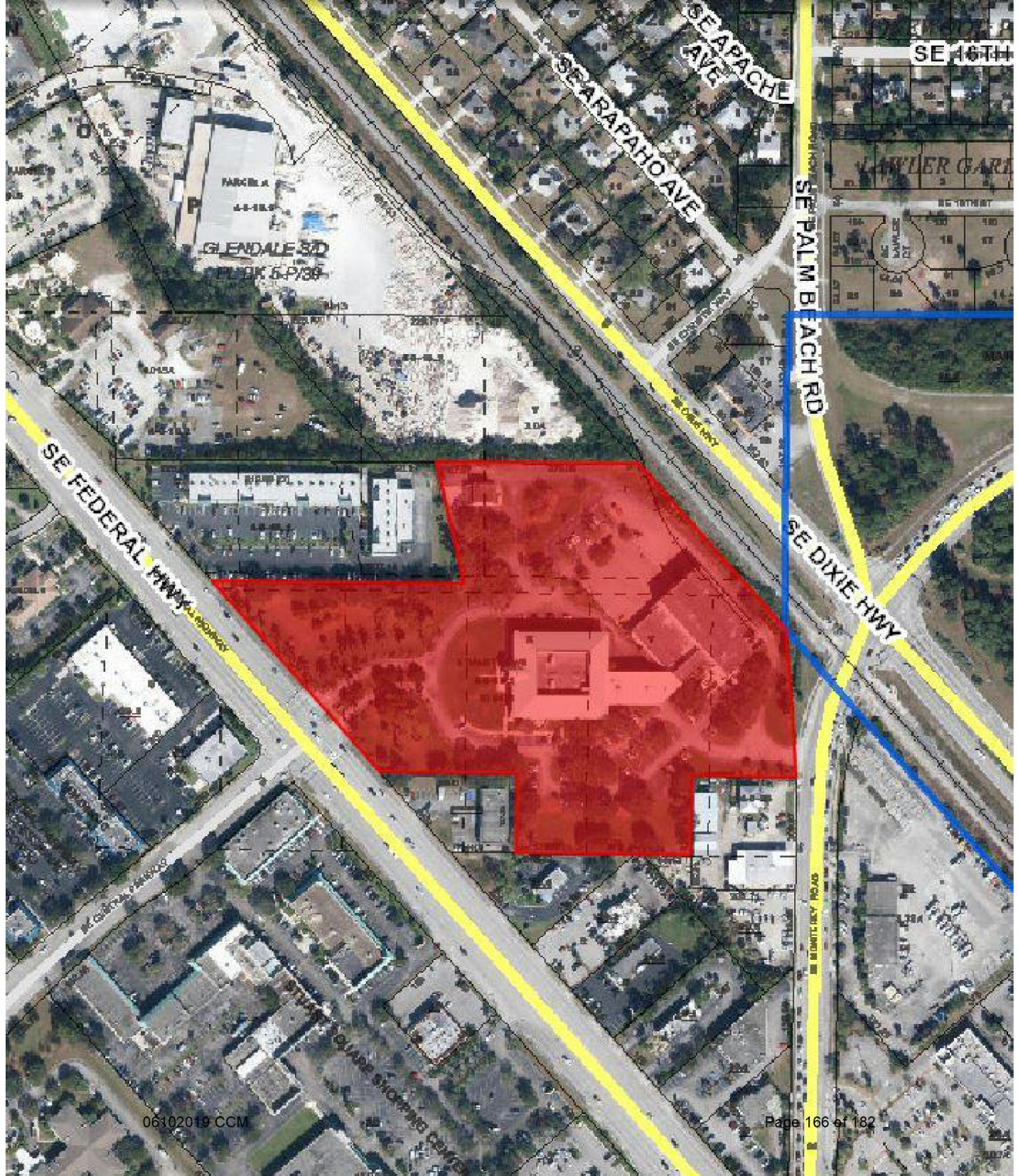
C. Future Land Use Amendment and Comprehensive Plan Consistency Review

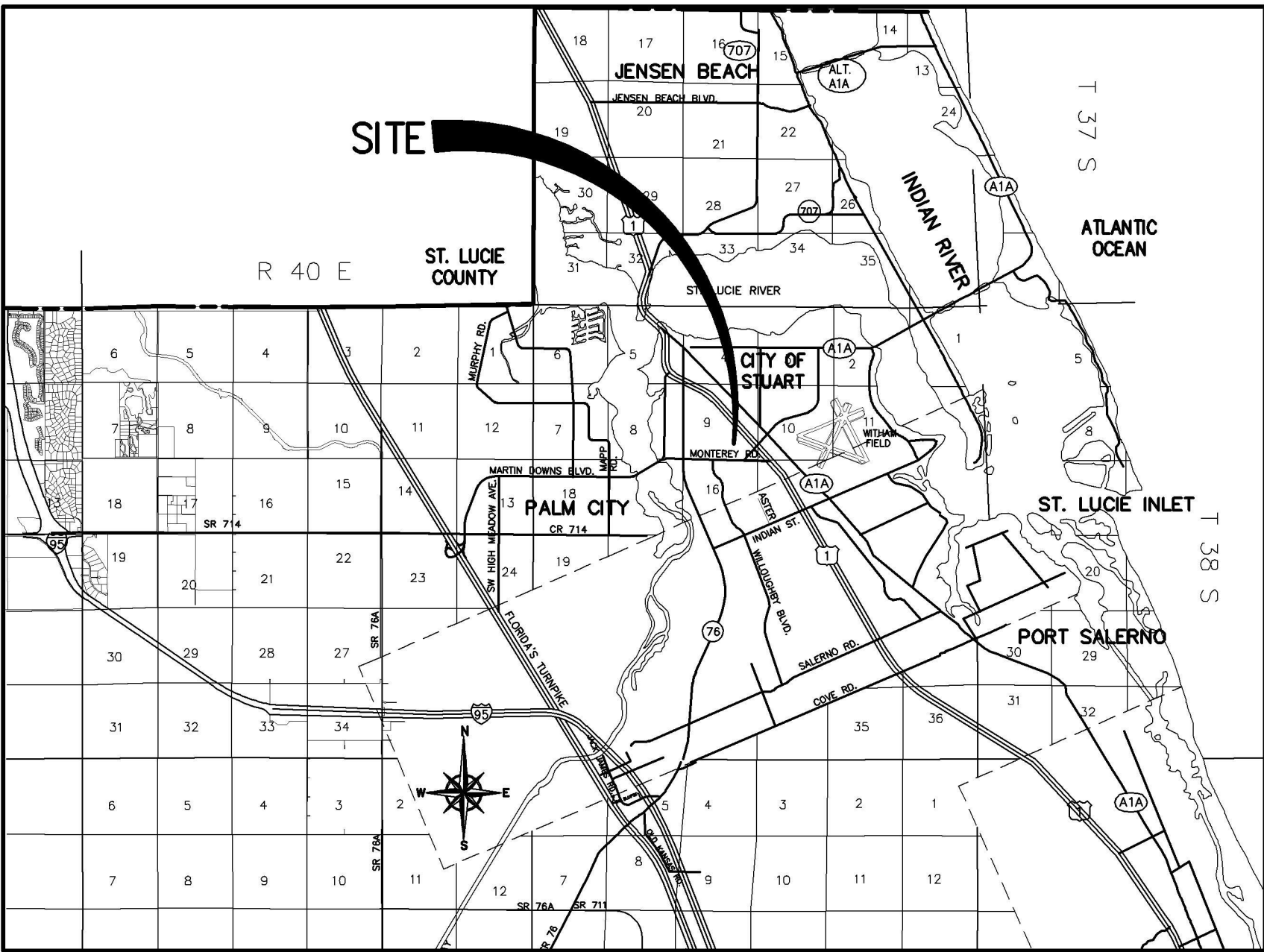
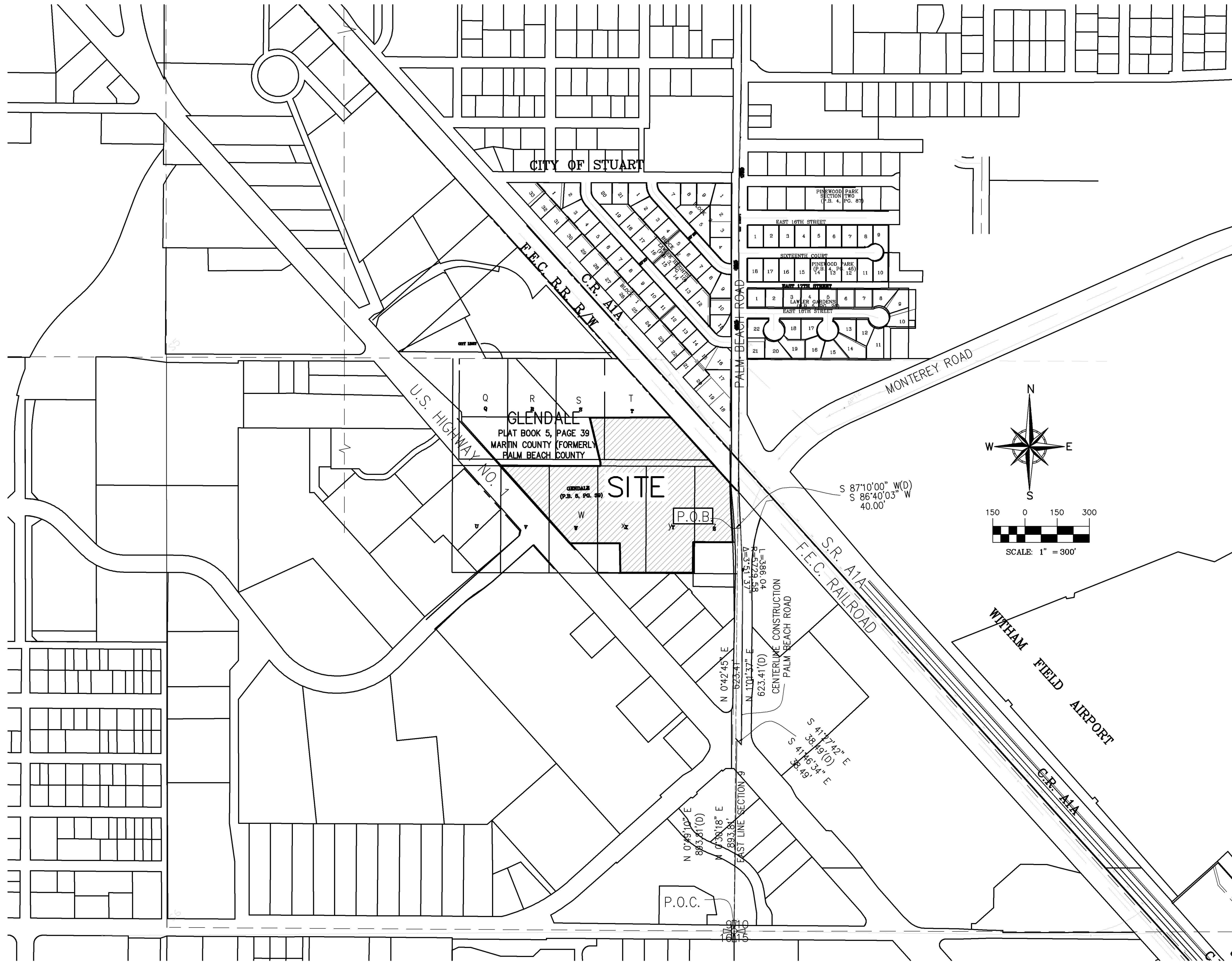
A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the Commercial Future Land Designation:

This land-use category commercial is predominately connected with the sale, rental and distribution of products or performance of professional and non-professional and nonprofessional services, including retail sales, service establishments, business, and professional and other offices shopping centers financial institutions restaurants. Also, public facilities and electric distribution substations are allowed.

IV. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Motion to approve Ordinance No. 2408-2019 - Major Amendment to the Stuart News CPUD to allow government buildings as a permitted use.





ABBREVIATIONS

Δ	CENTRAL (DELTA) ANGLE
BL	BETSY LINDSAY, INC
BLDG	BUILDING
CBS	CONCRETE BLOCK STRUCTURE
CL	CENTERLINE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.	COUNTY ROAD
(D)	PER DEED
EL	ELEVATION
E.O.P.	EDGE OF PAVEMENT
INV.	INVERT
F.E.C. R.R.	FLORIDA EAST COAST RAILROAD
F.F.E.	FINISHED FLOOR ELEVATION
FND.	FOUND
IPC	IRON PIPE & CAP
IRC	IRON ROD & CAP
L	LENGTH
MAINT	MAINTENANCE
M.E.S.	MITERED END SECTION
NO.	NUMBER
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RNG.	RANGE
R/W	RIGHT-OF-WAY
SEC.	SECTION
T.O.B.	TOP OF BANK
TOE	TOE OF SLOPE
TWP.	TOWNSHIP
W/	WITH

SYMBOL LEGEND

• 11.25	FIELD LOCATED POINT WITH ELEVATION
□	WIRING PULL BOX
⋈	FIRE HYDRANT
■	CATCH BASIN
→	GUY ANCHOR AND WIRE
○	BOLLARD
✱	PALM TREE
⊙	WOOD POWER POLE
○	OAK TREE
⊙	DRAINAGE MANHOLE
⊙	CYPRESS TREE
⊙	MAPLE TREE
⊙	SANITARY MANHOLE
⊙	PINE TREE
⊙	TREE
⊙	BACK FLOW PREVENTOR
⊙	WATER VALVE
⊙	TELEPHONE RISER
⊙	SANITARY CLEAN-OUT
⊙	CONCRETE LIGHT POLE
⊙	SYCAMORE TREE
⊙	WELL
⊙	CONCRETE POWER POLE
⊙	ROYAL PALM TREE
⊙	FIRE DEPARTMENT CONNECTION
⊙	SPOT LIGHT
⊙	FLAG POLE
⊙	SIGN
⊙	CABLE TELEVISION RISER
⊙	TELEPHONE MANHOLE
⊙	METAL LIGHT POLE
⊙	OIL MANHOLE
⊙	LIFT STATION
⊙	ELECTRIC SERVICE
⊙	MAST-ARM
⊙	TRAFFIC SIGNAL POLE
⊙	GAS LINE RISER

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 JANUARY 9, 2019, 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

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS DIGITALLY SIGNED

LEGAL DESCRIPTION

BEING A PARCEL OF LAND IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, IN THE PLAT OF GLENDALE SUBDIVISION O.R. BOOK 5 PAGE 39 PALM BEACH COUNTY, FLORIDA, NOW MARTIN COUNTY, WITHIN THE CITY OF STUART, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 00°49'10" EAST FOR 893.81 FEET; THENCE SOUTH 41°27'42" EAST FOR 38.49 FEET TO THE BEGINNING OF A PORTION OF THE CENTERLINE OF CONSTRUCTION FOR PALM BEACH ROAD, THENCE NORTH 01°01'37" EAST FOR 623.41 FEET, TO THE BEGINNING OF A CONCAVE CURVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 88°58'23" EAST; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5729.58 FEET THROUGH A CENTRAL ANGLE OF 03°51'37" ARC DISTANCE OF 386.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTH 87°10'00" WEST RADIAL TO THE AFOREMENTIONED CURVE FOR 40.00 FEET TO THE BEGINNING OF A CURVE AND THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 87°10'00" WEST HAVING A RADIUS OF 5689.58 FEET THROUGH A CENTRAL ANGLE OF 00°37'35" WEST AND AN ARC DISTANCE OF 62.20 FEET; THENCE NORTH 89°11'17" WEST FOR 179.20 FEET, THENCE SOUTH 01°24'53" WEST FOR 142.34 FEET; THENCE NORTH 89°20'02" WEST FOR 161.44 FEET; THENCE NORTH 89°25'17" WEST FOR 175.61 FEET; THENCE NORTH 00°24'41" WEST FOR 137.23 FEET; THENCE NORTH 89°25'32" WEST FOR 232.93 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 81; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 41°27'42" WEST FOR 484.21 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE SOUTH 89°29'00" EAST FOR 466.50 FEET ALONG THE CENTERLINE OF THE ABANDONED ETHEL AVENUE. THENCE NORTH 00°31'00" EAST FOR 15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ETHEL AVENUE; THENCE NORTH 12°41'18" WEST FOR 215.70 FEET; THENCE SOUTH 89°29'00" EAST FOR 378.05 FEET; THENCE SOUTH 41°30'32" EAST FOR 403.71 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE ARC OF A CURVE CONCAVE EASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 89°20'58" WEST HAVING A RADIUS OF 5769.58 FEET THROUGH A CENTRAL ANGLE OF 02°10'58" AND AN ARC LENGTH OF 219.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.841 ACRES MORE OR LESS.

ALL OF THE ABOVE BEING THE SAME PROPERTY CONVEYED TO SCRIPPS MEDIA, INC., A DELAWARE CORPORATION (SUCCESSOR BY MERGER TO STUART NEWS COMPANY, A FLORIDA CORPORATION) BY WARRANTY DEED DATED AUGUST 17, 1977 AND RECORDED IN BOOK 426, PAGE 1209 OF THE OFFICIAL RECORDS OF MARTIN COUNTY, FLORIDA

PARCEL ID: 09-38-41-004-000-00191-0
ADDRESS: 1939 SE FEDERAL HWY, STUART, FLORIDA

SURVEYOR'S NOTES

- BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N41°56'40"W ALONG THE NE RIGHT OF WAY LINE OF US HWY 1.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE MARTIN COUNTY BENCHMARKS "MONT PB", ELEVATION = 15.69 FEET AND "US-MONT", ELEVATION = 13.58 FEET
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL 0161, SUFFIX G, EFFECTIVE DATE MARCH 16, 2015. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
- THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
- NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.

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	REVISIONS

DATE 01/09/2019

SCALE 1" = 300'

FIELD BK. MC 54

DRAWN BY C.R.

CHECKED BY E.A.L.

STUART NEWS SITE
MARTIN COUNTY, FLORIDA

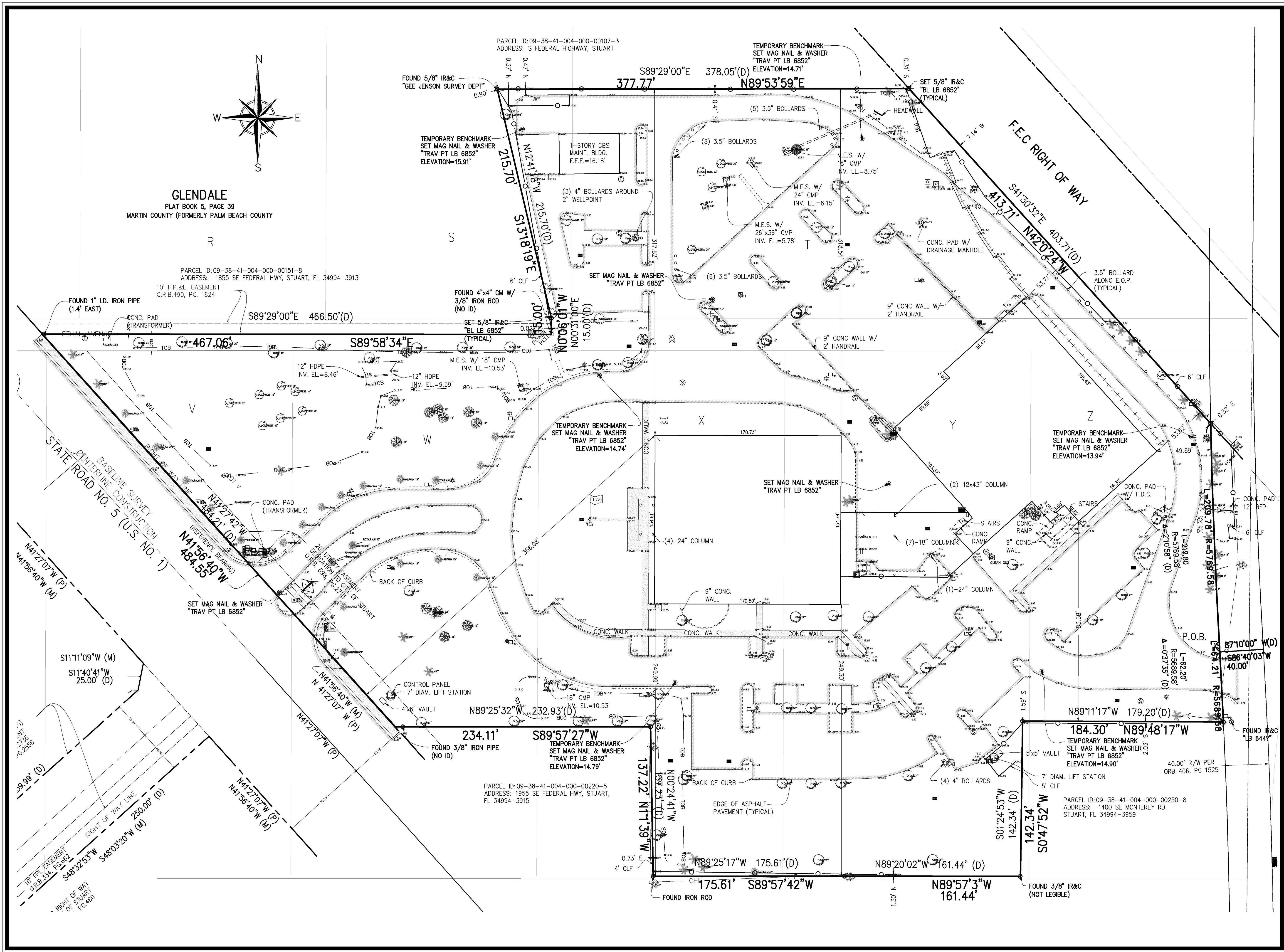
BOUNDARY SURVEY
MARTIN COUNTY SCHOOL BOARD

SHEET NO. 1

OF 2 SHEETS

PROJECT NO.

18-125



B 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 01/09/2019
SCALE 1" = 40'
FIELD BK. MC 54
DRAWN BY C.R.
CHECKED BY E.A.L.

STUART NEWS SITE
MARTIN COUNTY, FLORIDA
BOUNDARY SURVEY
MARTIN COUNTY SCHOOL BOARD

SHEET NO. 2
OF 2 SHEETS
PROJECT NO. 18-125

FOX McCLUSKEY BUSH ROBISON, PLLC

M. LANNING FOX
Board Certified Real Estate Lawyer
MICHAEL J. McCLUSKEY
Board Certified Business Litigation Lawyer
RAYMOND G. ROBISON
LL.M. - Master of Laws in Taxation
J. HENRY CARTWRIGHT
TYSON J. WATERS
Board Certified Real Estate Lawyer
FREDERIK W. van VONNO (1951-2017)
Board Certified City, County &
Local Government Lawyer

The Tower Building at Willoughby Commons
3473 SE Willoughby Boulevard
P.O. Drawer 6
Stuart, Florida 34995-0006
Jupiter Location (Limited Services Available)
Telephone:
(772) 287-4444 * (561) 744-6499
Fax:
(772) 283-4637
www.foxmcccluskey.com

ANTHONY D. GEORGE, JR.

VALERIE A. CHESNUT
PHILIP W. GROSIDIER
LL.M. - Master of Laws in Taxation

Of Counsel:
GEORGE W. BUSH, JR. (1964 – 2019)
Board Certified Business Litigation Lawyer
Board Certified Condominium
& Planned Development Lawyer
ROBERT A. GOLDMAN
ADAM G. SCHWARTZ

April 17, 2019

Thomas Reetz
Senior Planner
Development Department
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Tom:

Please find enclosed the School Board of Martin County's, as contract purchaser, application to amend the Stuart News Commercial Planned Unit Development ("Stuart News CPUD"). The filing fee of \$3,072.00 for a major Planned Unit Development amendment is enclosed. In addition, the following materials are included with this application and enclosed herewith:

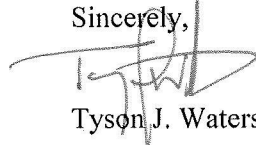
1. Justification Statement;
2. Survey of subject property; and
3. Letter of Authorization from NP Scripps Operating, LP, as property owner.

The sole purpose of the request, and basis for the proposed amendment, is to amend the Stuart News CPUD to add and allow as a permitted use governmental buildings. Governmental buildings are an allowable use with the subject property's land use designation (Commercial) and zoning designation (CPUD) upon approval of the City Commission. No other change or revision to the Stuart News CPUD is being requested.

We would ask that City staff review the enclosed materials and process the Stuart News CPUD amendment application in an expeditious manner.

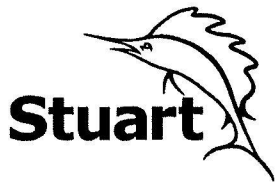
Should there be questions or anything further required please contact me.

Sincerely,



Tyson J. Waters

TJW
Enclosures



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

Received by: _____
Reviewed by: _____
Approved by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# _____
(Staff Entry)

Pre-App Conference Date:	Application Date:
Project Name: Stuart News Commercial Planned Unit Development Amendment	
Parcel ID# 09-38-41-004-000-00191-0	Project Address: 1939 SE Federal Highway, Stuart, FL
Zoning/CRA Sub-district: CPUD	
Subdivision: N/A	Lot(s): N/A
Fees: Major PUD Amendment - \$3,072.00; Minor PUD Amendment: \$2,048.00; PUD Agreement Amendment (text change only): \$1,024.00 (<i>this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees</i>)	
A Major Planned Unit Development Amendment is one which shall include any one of the following; 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.) (<i>The data requirements for a site plan and a concept plan are available at the Development Department</i>)	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	

General Information

(Please Print or Type)

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

Name: Laurie Gaylord
Title: Superintendent of Schools
Company: Martin County School Board (as Contract Purchaser)
Company Address: 500 E. Ocean Boulevard

City/State/Zip Code: Stuart, Florida 34994
Telephone Number: 772-219-1200
Facsimile Number:
Email Address (optional): gaylorl@martin.k12.fl.us

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: Tyson J. Waters, Esq.
Title: Attorney
Company: Fox McCluskey Bush Robison, PLLC
Company Address: 3473 SE Willoughby Blvd.

City/State/Zip Code: Stuart, Florida 34994
Telephone Number: 772-287-4444
Facsimile Number:
Email Address (optional): twaters@foxmccluskey.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: Laurie Gaylord
Title: Superintendent of Schools
Company: Martin County School Board (as Contract Purchaser)
Company Address: 500 E. Ocean Boulevard

City/State/Zip Code: Stuart, Florida 34994
Telephone Number: 772-219-1200
Facsimile Number:
Email Address (optional): gaylorl@martin.k12.fl.us

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

4. Signed this 15 day of April, 2019.

Laurie J. Gaylord

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 15 day of April 2019 by Laurie J. Gaylord who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Dianne M. Falls
Notary Signature

06102019 CCM

Commission Expires



DIANNE M. FALLS
Commission # FF 224222
Expires June 2, 2019
Bonded Thru Troy Falls, Inc. Page 40745 of 132

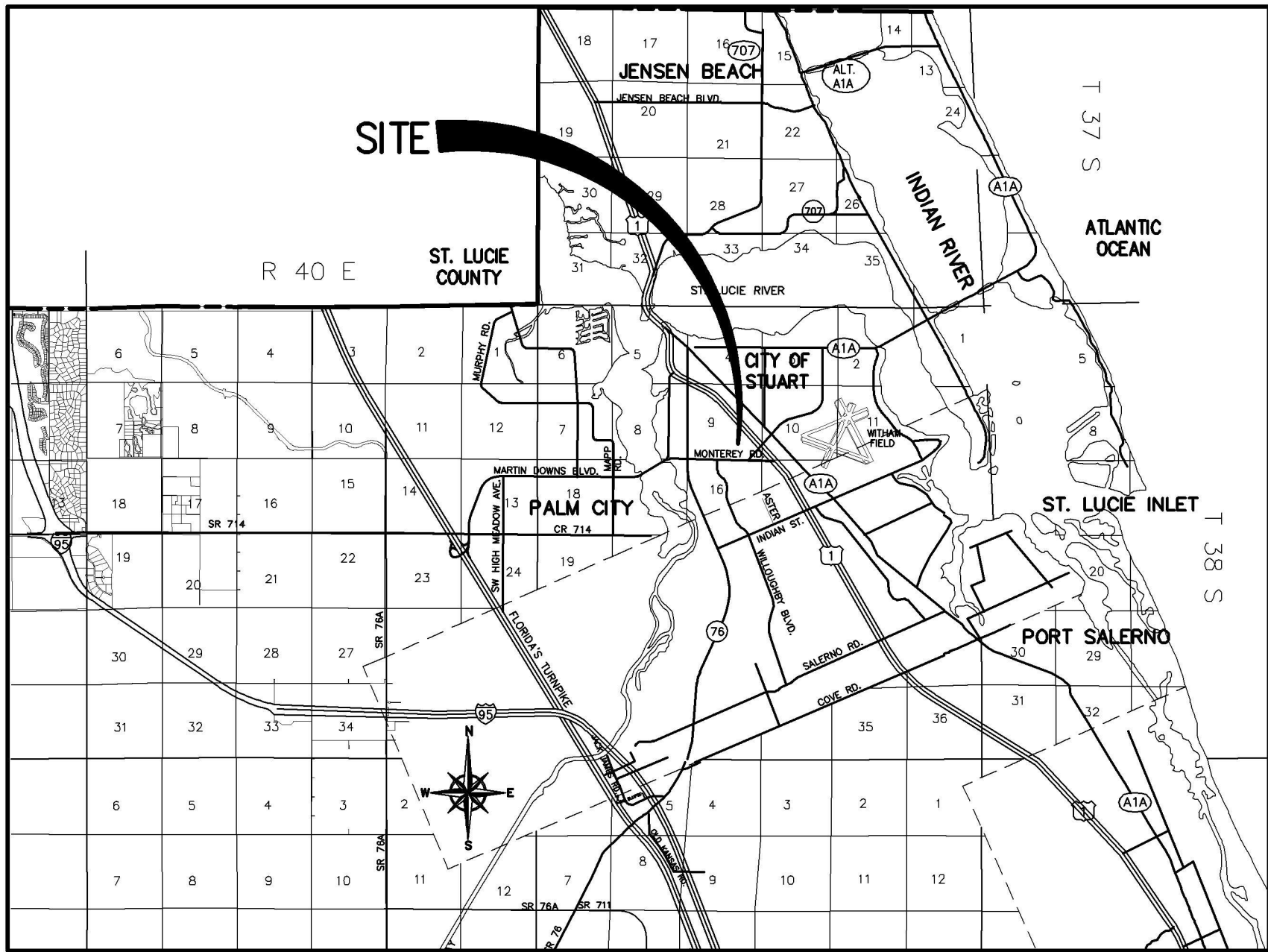
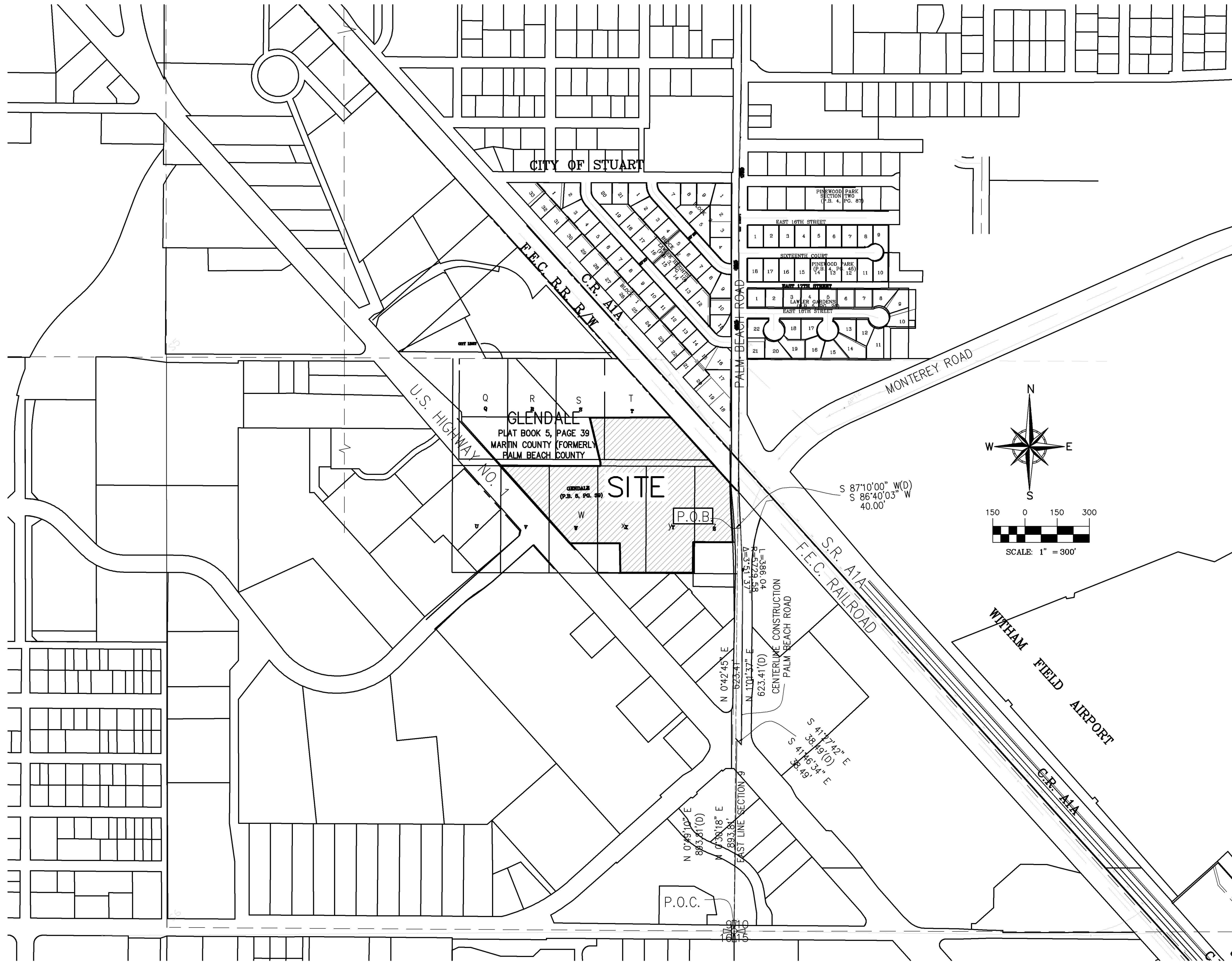
JUSTIFICATION STATEMENT

The Martin County School Board, as contract purchaser, is requesting to amend the Stuart News Commercial Planned Unit Development agreement (“Stuart News CPUD”) in order to allow governmental buildings as a permitted use therein. Governmental buildings are permitted in the Commercial land use category and are an allowable use within the CPUD zoning designation, upon approval of the City Commission. Approving the proposed amendment to the Stuart News CPUD will allow the Martin County School Board to close on the proposed acquisition of the subject property and facilitate the relocation and consolidation of Martin County School District staff, and associated services, to this location.

The Stuart News property is centralized within the City of Stuart municipal boundaries and offers the School District, and community, a more centralized and convenient location for the School District administrative operations. The Martin County School Board chambers will also be relocated to the Stuart News property.

No other changes or revisions are being requested to the Stuart News CPUD as part of this application.

The proposed amendment to allow governmental buildings within the Stuart News CPUD is consistent with the relevant components of the City of Stuart Comprehensive Plan, including concurrency with adopted levels-of-service for utilities and is compatible with existing uses in the surrounding areas. The proposed amendment complies with all relevant development standards of the City of Stuart Land Development Code.



ABBREVIATIONS

- Δ BL BLDG
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CL CM
CMP CONC.
C.R. (D)
EL
E.O.P.
INV.
F.E.C. R.R.
F.F.E.
FND.
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SYMBOL LEGEND

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- BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N41°56'40"W ALONG THE NE RIGHT OF WAY LINE OF US HWY 1.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE MARTIN COUNTY BENCHMARKS "MONT PB", ELEVATION = 15.69 FEET AND "US-MONT", ELEVATION = 13.58 FEET
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL 0161, SUFFIX G, EFFECTIVE DATE MARCH 16, 2015. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
- THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
- NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.

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 JANUARY 9, 2019, 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

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS DIGITALLY SIGNED

LEGAL DESCRIPTION

BEING A PARCEL OF LAND IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, IN THE PLAT OF GLENDALE SUBDIVISION O.R. BOOK 5 PAGE 39 PALM BEACH COUNTY, FLORIDA, NOW MARTIN COUNTY, WITHIN THE CITY OF STUART, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 00°49'10" EAST FOR 893.81 FEET; THENCE SOUTH 41°27'42" EAST FOR 38.49 FEET TO THE BEGINNING OF A PORTION OF THE CENTERLINE OF CONSTRUCTION FOR PALM BEACH ROAD, THENCE NORTH 01°01'37" EAST FOR 623.41 FEET, TO THE BEGINNING OF A CONCAVE CURVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 88°58'23" EAST; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5729.58 FEET THROUGH A CENTRAL ANGLE OF 03°51'37" ARC DISTANCE OF 386.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTH 87°10'00" WEST RADIAL TO THE AFOREMENTIONED CURVE FOR 40.00 FEET TO THE BEGINNING OF A CURVE AND THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 87°10'00" WEST HAVING A RADIUS OF 5689.58 FEET THROUGH A CENTRAL ANGLE OF 00°37'35" WEST AND AN ARC DISTANCE OF 62.20 FEET; THENCE NORTH 89°11'17" WEST FOR 179.20 FEET, THENCE SOUTH 01°24'53" WEST FOR 142.34 FEET; THENCE NORTH 89°20'02" WEST FOR 161.44 FEET; THENCE NORTH 89°25'17" WEST FOR 175.61 FEET; THENCE NORTH 00°24'41" WEST FOR 137.23 FEET; THENCE NORTH 89°25'32" WEST FOR 232.93 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 81; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 41°27'42" WEST FOR 484.21 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE SOUTH 89°29'00" EAST FOR 466.50 FEET ALONG THE CENTERLINE OF THE ABANDONED ETHEL AVENUE. THENCE NORTH 00°31'00" EAST FOR 15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ETHEL AVENUE; THENCE NORTH 12°41'18" WEST FOR 215.70 FEET; THENCE SOUTH 89°29'00" EAST FOR 378.05 FEET; THENCE SOUTH 41°30'32" EAST FOR 403.71 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE ARC OF A CURVE CONCAVE EASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 89°20'58" WEST HAVING A RADIUS OF 5769.58 FEET THROUGH A CENTRAL ANGLE OF 02°10'58" AND AN ARC LENGTH OF 219.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.841 ACRES MORE OR LESS.

ALL OF THE ABOVE BEING THE SAME PROPERTY CONVEYED TO SCRIPPS MEDIA, INC., A DELAWARE CORPORATION (SUCCESSOR BY MERGER TO STUART NEWS COMPANY, A FLORIDA CORPORATION) BY WARRANTY DEED DATED AUGUST 17, 1977 AND RECORDED IN BOOK 426, PAGE 1209 OF THE OFFICIAL RECORDS OF MARTIN COUNTY, FLORIDA

PARCEL ID: 09-38-41-004-000-00191-0
ADDRESS: 1939 SE FEDERAL HWY, STUART, FLORIDA

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	REVISIONS

DATE 01/09/2019

SCALE 1" = 300'

FIELD BK. MC 54

DRAWN BY C.R.

CHECKED BY E.A.L.

STUART NEWS SITE
MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
MARTIN COUNTY SCHOOL BOARD

SHEET NO. 1

OF 2 SHEETS

PROJECT NO.

18-125

April 15, 2019

City of Stuart
c/o Planning and Zoning Department
Attn: Kev Freeman
121 S. Flagler Avenue
Stuart, Florida 34994

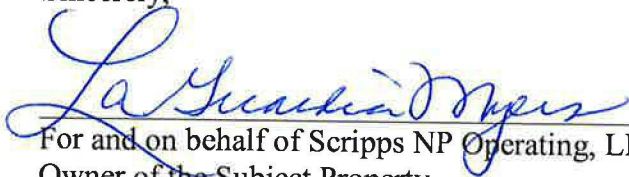
Re: Legal Representative Authorization
Planned Unit Development Amendment Application
Parcel # 09-38-41-004-000-00191-0; 1939 SE Federal Highway, Stuart, Florida

Dear Mr. Freeman:

As owner of the property referenced above, please consider this letter as formal authorization for the Martin County School Board, as the contract purchaser of the above referenced property, and the law firm of Fox McCluskey Bush Robison, PLLC, including but not limited to Tyson J. Waters, Esq., on its behalf, to execute and file an application for an amendment to the Stuart News Commercial Planned Unit Development to allow for governmental buildings (e.g. the Martin County School Board offices and other facilities) to be a permitted use on the subject property and to file such other documents as they deem necessary and to represent the contract purchaser at all meetings, hearings and in relation to all other governmental actions in furtherance of such application.

Thank you for your attention to this matter.

Sincerely,



For and on behalf of Scripps NP Operating, LLC
Owner of the Subject Property

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/10/2019

Prepared by: Stephen Mayer

Title of Item:

RESIDENTIAL FENCE REGULATIONS SPECIFIC TO R-2 ZONED PROPERTY AND/OR DUPLEX HOUSING ONLY.

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.

The City Commission has since directed staff to bring forth ideas regarding the regulations of front yard fences in the R-2 zoning district (and/or) duplex housing only.

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 (which includes R-2 and duplexes).

Funding Source:

N/A

Recommended Action:

Staff requests the Stuart City Commission discuss the issues and direct staff accordingly.

ATTACHMENTS:

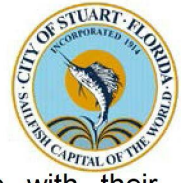
Description	Upload Date	Type
▣ LDC - Fences	4/9/2019	Backup Material



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



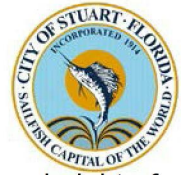
5. Such wall must be built by the occupant or owner of the business, or commercial property, but the owner or occupant of the residential property may build it, if desired.
6. Plans for such wall shall be included as a part of the development permit application on such business or commercial property 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.